

**Contract # PSC-13-2935  
Development of Master Plan and  
Conceptual Design of Upper Level  
Approaches and Belt Parkway  
Connector Ramps at the  
Verrazano-Narrows Bridge  
RFP**

August 24, 2013

Subject: Request for Proposal No. PSC-13-2935

To Whom It May Concern:

The Triborough Bridge and Tunnel Authority (TBTA or) hereby solicits a proposal for PSC-13-2935 in accordance with the attached document. **Submittals will be printed double-sided.** Prospective proposers are advised that in the interests of waste reduction and maximizing the potential for recycling, proposers are requested to use at least 30% post-consumer recycled content paper to the extent practicable and to avoid using (i) plastic binders, plastic dividers and/or plastic tabs and (ii) comb and velo binding in preparing their proposal.

Prospective proposers are reminded to review Appendix D of Request for Proposals, entitled "Opportunities for Minority and Women-Owned Business Enterprises."


Prospective proposers are also reminded to review and submit the TS-4 and TS-4 Supplement forms and TS-6 Contractor Responsibility Form in this Request for Proposal.

*Prospective proposers are further notified that, effective with the date of this letter, the Restricted Period for this procurement as defined under State Finance Law §§139-j and 139-k, as amended by Chapter 1 of the Laws of New York 2005 ("Lobby Law") is hereby commenced. Accordingly, all inquiries concerning this procurement shall be directed solely to the Point of Contact (Gavin Masterson), for this procurement, or other person(s) designated by the Authority as authorized to receive communications on behalf of the Point of Contact (Designated Point(s) of Contact). In the event that Gavin Masterson cannot be reached, the Alternate Designated Point of Contact Brian Walsh. All communications (e.g. phone calls, e-mails, meetings) with the Authority, regardless of form, by a proposer or his or her representative that a reasonable person would interpret was an attempt to influence the procurement -- referred to as "Contacts" -- shall be made only to the Designated Point of Contact. Contacts made to other than the Designated Point of Contact, are prohibited ("Prohibited Contacts"). All proposers should be aware that a finding that a proposer engaged in Prohibited Contacts with Authority personnel other than the Designated Point(s) of Contact can result in a determination of non-responsibility and ultimately, debarment if a proposer engages in a similar Prohibited Contact within a four year period. Any determination of non-responsibility or debarment due to violation of the Prohibited Contacts requirements of the Lobby Law will be posted on the NYS OGS website.*

Your attention is directed to the New York State Office of General Services and the Metropolitan Transportation Authority websites identified in this RFP for penalties that may be imposed for violations of the Lobby Law or Vendor Code of Ethics.

All communications and Contacts must be directed to the individual named in Section I of this RFP.

Sincerely,

  
Gavin Masterson, CPO

cc: Project Manager      Facility Engineer

## **IMPORTANT NOTICE TO BIDDERS/PROPOSERS**

### **OMNIBUS PROCUREMENT ACT**

1. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as proposers, subcontractors and suppliers on its procurement contracts.

2. Information on the availability of New York State subcontractors and suppliers is available from:

New York State Department of Economic Development  
Division of Small Business  
One Commerce Plaza  
Albany, New York 12245  
Telephone: (518) 292-5250 Fax: (518) 473-0665

3. A directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Minority and Women's Business Development Division  
One Commerce Plaza  
Albany, New York 12245  
Telephone: (518) 292-5250 Fax: (518) 473-0665

A copy of this directory may also be inspected at:

Metropolitan Transportation Authority  
Office of Civil Rights  
2 Broadway, 16<sup>th</sup> Floor  
New York, NY 10004  
Telephone: (646) 252-1385 Fax: (646) 252-1350

4. As required by the New York Omnibus Procurement Act of 1992, if the amount of this contract is \$1 million or more, the firm that has entered into this contract agrees to the following:

- A. Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises and suppliers and subcontractors on this contract, and has retained the documentation of these efforts, to be provided upon request to the State of New York.
- B. Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.
- C. Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this contract through listing any such positions with the Job Service Division of the New York State Department of

Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. Contractor agrees to document these efforts and to provide said documentation to the State, upon request.

- D. Contractor acknowledges that New York State may seek to obtain offset credits from foreign countries as a result of this contract, and agrees to cooperate with the State in these efforts.

## **IMPORTANT NOTICE TO BIDDERS/PROPOSERS**

### **NEW YORK STATE LOBBYING LAW OF 2005**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the "Lobbying Law") makes major changes to the development of procurement contracts with government entities, including the Authority. The Lobbying Law amends the New York State Legislative Law and the New York State Finance Law relative to lobbying and/or other contacts with government agencies on behalf of bidders or proposers (collectively referred to as "offerers") concerning government procurement initiatives. Specifically, the Lobbying Law created two new sections in the State Finance Law (the "New State Finance Law"): Section 139-j, which restricts the types of "contacts" that offerers may make to a governmental entity during the procurement process; and Section 139-k, which requires that offerers disclose prior findings of non-responsibility based either upon violations of Section 139-j of the State Finance Law or for having provided false or incomplete information to a governmental entity.

**TS-4 Supplement (Lobby Law), COMPLIANCE WITH NEW YORK STATE FINANCE LAW SECTIONS 139-j AND 139-k, Disclosure of Prior Non-Responsibility Determinations Form and Bidder's/Proposer's Affirmation and Certification**, is attached and made part of this solicitation package in compliance with the requirements of the New State Finance Law. For additional information, all offerers are urged to contact the New York State Office of General Services at (518) 474-5607, or via their website at:

<http://ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.asp>

### **METROPOLITAN TRANSPORTATION AUTHORITY VENDOR CODE OF ETHICS**

The Metropolitan Transportation Authority (MTA) has adopted a Vendor Code of Ethics (the "Code"), which is applicable to all Vendors, as defined by the Code, involved in the procurement process for the award and performance of the Contract. Additional information concerning the MTA Vendor Code of Ethics is contained in the contract documents.

# **IMPORTANT NOTICE TO BIDDERS/PROPOSERS**

(Prospective Bidders/Proposers)

## **Notice To All Prospective Bidders/Proposers**

<b>Revisions to NYS Executive Law Article 15A. Minority and Women's Business Enterprise Participation Requirements</b>
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Bidders/proposers are advised it is the policy of the Metropolitan Transportation Authority and the Triborough Bridge and Tunnel Authority ("TBTA") to promote equality of economic opportunity for minority and women-owned business enterprises (MBE/WBE) in its contracting activities. Pursuant to revisions to the New York State Executive Law Article 15A, all MBE/WBE participation goals have been declared as mandatory and compliance with such goals and the good faith efforts provisions therein will be a determining factor in the award of a contract.

### **Iran Divestment Act of 2012**

Pursuant to New York State Finance Law Section 165-a, Iran Divestment Act of 2012, the New York State Office of General Services to post on its website a list of persons who have been determined to engage in investment activities in Iran (the "Prohibited Entities List"). Pursuant to Public Authorities Law §2879-c, the Authority may not enter into or award a Contract unless it obtains certification, Appendix F, Iran Divestment Act - Certification, from a Bidder/Proposer that it is not identified on the Prohibited Entities List. The certification made part of this solicitation package in compliance with the requirements of the State Finance Law.

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SECTION I

REQUEST FOR PROPOSAL OVERVIEW AND PROPOSAL PROCEDURES

## Section I

### REQUEST FOR PROPOSAL OVERVIEW AND PROPOSAL PROCEDURES

#### 1. Introduction

The Triborough Bridge and Tunnel Authority, (“TBTA” or the “Authority”), a public benefit corporation organized under the Public Authorities Law of the State of New York, is inviting proposals for PSC-13-2935, Development of Master Plan and Conceptual Design of Upper Level Approaches and Belt Parkway Connector Ramps at the Verrazano-Narrows Bridge.

**The Point of Contact for this Request for Proposal (RFP) is the Contract Manager identified in paragraph 2 below. All issues regarding this solicitation shall be directed to the Point of Contact for this procurement, or other person(s) designated by the Authority as authorized to receive communications on behalf of the Point of Contact (Designated Point(s) of Contact). Contacts (e.g. phone calls, e-mails, meetings) seeking to influence the procurement to anyone other than the Contract Manager are prohibited.**

This Request For Proposal (RFP) includes the following:

- Section I - Request for Proposal overview and proposal procedures
- Section II - General and Special Terms and Conditions which the Authority intends to use in the contract
- Section III - Technical Requirements. Proposers are advised that if there are discrepancies between the work described in Section III and any other Section of this RFP, the description under Section III will govern.

#### 2. Pertinent Dates

Solicitation number: PSC – 13-2935

Date of Issuance: August 26, 2013

Closing date and time: October 15, 2013, 330 pm

Site Tour date, time, and place: Thursday, September 5, 2013 at 10 am at the VNB Service Building conference room

Pre-Proposal conference date, time, and place: see above

Inquiries sent to Gavin Masterson, Contract Manager

email address [gmasterson@mtabt.org](mailto:gmasterson@mtabt.org)

Triborough Bridge and Tunnel Authority  
2Broadway, 24<sup>th</sup> floor  
New York, N.Y. 10004

### 3. Solicitation Definitions

"Chief Engineer" or "Engineer" means the Chief Engineer of the Engineering and Construction Department of the Triborough Bridge and Tunnel Authority, his successor or duly authorized representative(s).

"Offer" means "proposal" in negotiation.

"Solicitation" refers to the entire Request for Proposals (RFP).

### 4. Type of Business Organization

By checking the applicable line, the proposer represents that it operates as:

\_\_\_\_\_ a corporation incorporated under the laws of  
the State of \_\_\_\_\_

\_\_\_\_\_ an individual

\_\_\_\_\_ a partnership

\_\_\_\_\_ a nonprofit organization

\_\_\_\_\_ a joint venture

### 5. Unnecessarily Elaborate Proposals or Quotations

**Submittals will be printed double-sided.** Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired.

Proposers are advised that in the interests of waste reduction and maximizing the potential for recycling, proposers are requested to use at least 30% post-consumer recycled content paper to the extent practicable and to avoid using (i) plastic binders, plastic dividers and/or plastic tabs and (ii) comb and velo binding in preparing their proposal.

### 6. Examination of Request for Proposal

6.1 Request for Interpretation or Correction - Proposers must examine the RFP documents carefully and, before submitting a proposal, may request from the Authority's Contract

Manager in writing an interpretation or correction of any inconsistency, or error therein which should have been discovered by a reasonably prudent proposer. All such questions, to be considered, shall be received at least seven (7) calendar days before the closing date for receipt of proposals or such shorter period as the Authority in its sole discretion shall allow. Such interpretation or correction as well as any additional contract provisions the Authority may decide to include will be issued in writing by the Authority as an addendum to the Contract, which will be sent by mail or delivered to each person recorded as having received a copy of the RFP documents from the Authority, and which will also be posted at the place where the RFP documents are available for the inspections of prospective proposers. Upon such mailing or delivery and posting, such addendum shall become a part of the RFP documents, and binding on all proposers whether or not actual notices of such addendum are shown. A proposer's failure to request an interpretation or correction shall preclude such proposer from thereafter claiming any ambiguity, inconsistency or error which should have been discovered by a reasonably prudent proposer.

- 6.2 Interpretations or Correction Binding - Only the written interpretation or correction so given by the Authority's Contract Manager shall be binding and prospective proposers are warned that no other officer, agent, or employee of the Authority is authorized to give information concerning, or to explain or interpret, the RFP.

## 7. Submission of Offers

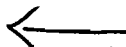
- 7.1 **Submittals will be printed double-sided.** Offers and modifications thereof shall be submitted to the Authority in sealed envelopes or packages as follows:

Triborough Bridge and Tunnel Authority  
2 Broadway, **Mail Center**  
New York, NY 10004

- RFP Number and Proposal Title
- Closing Date and Time

- 7.2 Telegraphic offers will not be accepted by the Authority.

*Format*



- 7.3 Submissions of offers will consist of the following:

a. 5 copies in addition to the original Technical Proposal and a pdf copy (to the extent possible the pdf copy shall not be scanned) to include at a minimum:

i. A narrative proposal addressing each of the following in a separate section:

- Record of performance of the firm
- Understanding of the Scope of Work, Technical Requirements and related problems
- Technical approach proposed to meet project requirements, including a proposed work schedule and a proposed manpower requirement table (without cost data) (the manpower requirements table shall include all manpower requirements of the consultant and each subconsultant)
- Qualifications of the firm, including sub consultants, for the specific work required, including descriptions of relevant work experience
- Qualifications of specific personnel to be assigned to the project, their function relative to the project and their resumes and any other information called for by this RFP or which the proposer deems relevant.

ii. The names and addresses of all subconsultants proposed shall be provided including a description of the nature and extent of the work to be performed by each subconsultant.

The utilization of subconsultants shall not relieve the Consultant of full responsibility for the work to be performed.

iii. Resumes of key personnel who will be assigned to the project as well as a description of relevant experience on previous projects shall be included. Substitution of key personnel by the Proposer after the submittal of this RFP will be allowed only with the written approval of the Authority. Previous projects which are included to illustrate the

Proposer's qualifications for this project should include project completion dates and the names and addresses and telephone numbers of representatives of the clients who are familiar with the Proposer's performance. This information should be submitted along with completed forms Standard Form (SF) 330.

- iv. License/Certification (if applicable)
- v. A separate section of the narrative proposal shall address compliance by the Consultant and subconsultant(s) with New York State Education Law Section 7209 with respect to the firm's authorization to practice engineering in the State of New York. **Consultants and subconsultant(s) must comply with New York State Education Law Section 7209. A copy of the license and/or registration shall be included in the Technical Proposal.**
- vi. A separate section of the narrative proposal shall address the Contract's Technical Requirements in connection with the testing and identification of lead and/or other hazardous materials and the abatement design which may be necessary and the Consultant's understanding of the Scope of these Services; it shall include: a proposed work schedule and a proposed manpower requirements table; the qualifications of the firm, or the proposed subconsultant, the qualifications of the proposed testing laboratory and the qualifications of specific personnel, to perform the testing and identification of lead and/or other hazardous materials and the abatement design, if necessary, including compliance with the requirements set forth in the Scope of Work; copies of all required licenses and certifications; demonstration of the Consultant's (and/or subconsultant's) compliance with the contract's insurance requirements with respect to lead and/or other hazardous materials. The utilization of subconsultants or outside testing laboratories

will not relieve the Consultant of full responsibility for the work to be performed.

- vii. A separate section of the narrative proposal shall address the Contract's Technical Requirements in connection with the testing and identification of asbestos and the asbestos abatement design which may be necessary and the Consultant's understanding of the Scope of these Services; it shall include; a proposed work schedule and a proposed manpower requirements table; the qualifications of the firm, or the proposed subconsultant, the qualifications of the proposed testing laboratory and the qualifications of specific personnel, to perform the testing and identification of asbestos-containing material and the asbestos abatement design, if necessary, including compliance with the requirements set forth in the Scope of Work and the attached Asbestos Abatement Design Specifications; copies of all required licenses and certifications; demonstration of the Consultant's (and/or subconsultant's) compliance with the contract's insurance requirements with respect to asbestos.

The utilization of subconsultants or outside testing laboratories shall not relieve the Consultant of full responsibility for the work to be performed.

- viii. Consultant shall identify all legal or administrative actions or proceedings in which Consultant (and its proposed lead, asbestos or hazardous materials subconsultant and testing laboratory) has been involved within the last five years which were brought by the United States Environment Protection Agency (EPA), the New York City Department of Environmental Protection (NYCDEP), the New York State Department of Environmental Conservation (NYSDEC), the United States Occupational Safety and Health Administration (OSHA), New York State Department of Labor (NYSDOL) or any other

agency having safety, health or environmental responsibilities or functions.

- ix. A statement of exception, if any
- b. One (1) original Price Proposal is to be submitted along with 5 copies and a pdf copy (to the extent possible the pdf shall not be scanned) in a separate sealed envelope clearly identified as the Price Proposal consisting of:
  - i. **Cost breakdown on a completed Cost Proposal Form (TS-3). Where applicable, when completing the TS-3, Section I, Direct Labor, insert your firm's job title for the proposed individual(s) and the corresponding job title from the attached Generic Position Descriptions (i.e. Project Manager (Engineer VI-Civil)).** The following Generic Position Descriptions are attached hereto:
    - i) Engineering Group
    - ii) Computer-Aided/Automated Graphics Drafting Group
    - iii) Drafting/Designer Position Guides
    - iv) Architects

The basis for the costs included on the Cost Proposal Form shall be provided on an aggregate basis and on a Task basis, including manpower requirements, direct technical costs, overhead costs, direct expenses, sub-consultants costs and profits. For each subconsultant, you shall provide a TS-3 Form on an aggregate basis and on a Task basis. The manpower requirements on the TS-3 will match those indicated in section 7.3.a.i. above.
  - ii. Overhead Rate Statements for your firm and your subconsultant(s) last three (3) fiscal years. If your firm or subconsultant(s) has recently been audited by the Federal Government, New York City, New York State, The Metropolitan Transportation Authority (MTA) or its affiliates, provide documentation of rates negotiated/accepted. The proposed



overhead rate(s) will be identified as home, office or company as applicable.

- iii. The proposer shall: (i) state the basis of the direct labor rates proposed, whether the direct labor rates are actuals, composite or average rates; (ii) identify the escalation rate(s) included in the direct labor rates proposed [including the basis for the escalation rate(s)]; and (iii) show how the direct rates proposed were calculated.
  - iv. A list of officers, principals, partners, sole proprietors, or members of their immediate families who will be providing direct labor under the contract. These individuals will be identified in the TS-3 form.
  - v. **A list of officers, principals, partners, sole proprietors, or members of their immediate families with earnings in excess of \$166,400 with distribution percentages divided between direct and indirect time.**
- c. Completed forms TS-4 "Information to be Furnished by a Proposer", TS-4 Supplement (Lobby Law) COMPLIANCE WITH NEW YORK STATE FINANCE LAW SECTIONS 139-j AND 139-k, Disclosure of Prior Non-Responsibility Determinations form and Bidder's/Proposer's Affirmation and Certification and TS-6 Contractor Responsibility Form as required by Instructions, paragraph 1 shall be included in the Technical Proposal.
- i. Completed form TS-6 Contractor Responsibility Form shall be included in the Technical Proposal for each proposed subconsultant whose subcontract will be (i) in excess of \$100,000 and provides "Special Circumstances" services as defined in the TS-6 Contractor Responsibility Form Instructions, paragraph 1 or (ii) in excess of \$1 million.
  - ii. Completed form TS-7 "Statement of Qualification of Asbestos Subconsultant" (copy attached) shall be included in the

Technical Proposal for each proposed asbestos subconsultant.

- iii. Completed form TS-8 "Statement of Qualification of Lead Subconsultant" (copy attached) shall be included in the Technical Proposal for each proposed lead subconsultant.

**7.4 (i) TS-4 Supplement (Lobby Law)  
COMPLIANCE WITH NEW YORK STATE FINANCE  
LAW SECTIONS 139-j AND 139-k, Disclosure of Prior  
Non-Responsibility Determinations form and  
Bidder's/Proposer's Affirmation and Certification form**

**Instructions:**

**Disclosure of Prior Non-Responsibility Determinations  
and Bidder's/Proposer's Affirmation and Certification  
forms**

The proposer shall complete TS-4 Supplement (Lobby Law) form and submit it with your proposal. Failure to complete and submit the form shall result in a determination of non-responsiveness and may disqualify the proposal, thereby precluding the Authority from awarding the contract to the proposer.

**7.5 Metropolitan Transportation Authority Vendor Code of  
Ethics**

Proposer's Certification of Compliance with the MTA Vendor Code of Ethics (the "Code"): All Vendors, as defined by the Code, involved in this Solicitation and during the performance of any resultant contract are subject to the Code, which is available for Proposer's immediate review on the MTA website at [www.mta.info/mta/procurement/vendor-code.htm](http://www.mta.info/mta/procurement/vendor-code.htm). Accordingly, all Proposers must certify compliance with the Code. The TS-4 Information to be Furnished by Each Proposer includes the Certification of Compliance with the MTA Vendor Code of Ethics.

**7.6 Compliance with the Diesel Emissions Reduction Act of 2006**

Within three (3) working days after notification that a firm has been selected for negotiations, that firm shall submit to the Contract Manager any waivers it has secured from the best available retrofit technology (BART) or ultra low sulfur diesel

fuel requirements from the New York State Department of Environmental Conservation.

#### **7.7 Iran Divestment Act 2012**

**This Agreement is subject to New York State Finance Law Section 165-a, Iran Divestment Act of 2012. Pursuant to Public Authorities Law §2879-c, the Proposer is required to complete Appendix F, Iran Divestment Act – Certification which shall be submitted with its proposal. Failure to complete and submit the certification form shall result in a determination of non-responsiveness and may disqualify the proposal, thereby precluding the Authority from awarding the contract to the proposer.**

#### **8. Withdrawal of Proposals**

Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be withdrawn in person by a proposer or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

#### **9. Restriction on Disclosure and Use of Data**

Upon submission, proposals and other materials submitted by proposers become records subject to the Freedom of Information Law (FOIL) of New York State. The Authority may deny public access to such records or applicable portions which are trade secrets and are maintained for the regulation of commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise, are specifically exempted from disclosure by state or federal statute, or are otherwise exempted from disclosure under FOIL. Proposers should mark confidential only those portions of their proposals which they believe are not required to be disclosed under FOIL. The Authority, however, is obligated to disclose information consistent with the requirements of FOIL notwithstanding any such markings made by proposers.

## 10. Authorized Negotiators

- 10.1 The proposer represents that the following persons are authorized to negotiate on its behalf with the Authority in connection with this RFP.

NAME

TITLE

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- 10.2 The Authority may negotiate with one (1) or more proposers at the same time, in any manner it deems fit. The Authority reserves the right to reject all proposals. No proposer shall have any rights against the Authority arising from such negotiations or rejection.

- 10.3 Submission of Cost and Price Data - Within three (3) days of the Authority's notification that a firm has been selected for negotiations, that firm shall submit to the Contract Manager all cost and price data supporting the costs proposed on the TS-3 form in their Cost Proposal.**

## 11. Contract Award

- 11.1 The Authority will award a contract or contracts resulting from this solicitation to the responsive, responsible proposer or proposers whose proposal conforming to the solicitation will be most advantageous to the Authority, cost or price and other factors, specified elsewhere in this solicitation, considered.

- 11.2 The Authority may:

- a. Reject any or all proposals if such rejection is in the public interest.
- b. Accept other than the lowest proposal.
- c. Waive informalities and minor irregularities in proposals received.

- 11.3 The Authority may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

## 12. Incurred Cost

The Authority shall not be held liable for any pre-contract activity or costs incurred by proposers in the preparation of their proposals or during any negotiations involving the proposals.

## 13. Oral Presentations and Demonstrations

The Authority may require those proposers found to be technically qualified, based on the evaluation criteria set forth in Paragraph 15 (with the exception of Oral Presentation), to give oral presentations regarding their proposals. The Authority may opt to waive the oral presentation if in its sole judgement it has determined that it is in its best interests.

## 14. Changes To The RFP

The Authority reserves the right to change the Terms of the request, General and Special Terms and Conditions or the Technical Specifications. All persons expressing an interest in proposing, will be given copies of any such revision.

## 15. Proposal Evaluation

The Authority will consider at least the following factors in evaluating proposals:

### Technical:

Record of performance of firm

Qualifications of firm for specific personnel proposed

Qualification of firm for specific type of work

Technical work proposed

Depth of understanding of project and related problems

Proposed work schedule

Oral Presentation (if required)

Cost: (Prospective proposers are advised that cost is considered as significant as the technical criteria, and will be evaluated upon the establishment of those firms in the competitive range.)

**SECTION II**  
**GENERAL AND SPECIAL TERMS AND CONDITIONS**

## TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY

Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013  
by and between TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY, with  
offices at 2 Broadway, New York, New York, 10004, a public benefit corporation  
organized and existing under the laws of the State of New York, and hereinafter  
referred to as the "Authority" and \_\_\_\_\_ a \_\_\_\_\_ having  
an office at \_\_\_\_\_ and being hereinafter referred to as the  
"Consultant".

### WITNESSETH:

WHEREAS, the Consultant has offered to perform services in connection  
with the project generally described as Contract PSC-13-2935 and

WHEREAS, the Authority is willing to contract for the performance of such  
services upon the terms and conditions hereinafter set forth.

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

#### ARTICLE I - SCOPE OF SERVICES

The Consultant agrees to perform or have performed for the benefit of the  
Authority all of the services (hereinafter referred to as the "Services") set forth and  
described in the attachment hereto entitled "Technical Requirements". Only those  
services shall be so performed and the Consultant shall not make any modification  
thereto except pursuant to Supplemental Agreement by the Authority.

#### ARTICLE II - PAYMENT FOR SERVICES

The Authority agrees to compensate the Consultant for the performance of  
the Services in accordance with the provisions of Appendix A to this Agreement.  
Compensation is deemed to include reimbursement where appropriate, as therein  
provided.

#### ARTICLE III - GENERAL

A. The Consultant agrees that it will at all times employ, maintain and  
assign to the performance of the Services a sufficient number of competent and  
qualified professionals and other personnel to meet the progress schedule to which  
reference is hereinafter made.

B. The parties shall at all times cooperate with each other and coordinate  
their respective work efforts to most efficiently progress the performance of the  
Services.

C. The Consultant shall avoid infringement of any copyright or patent rights in the performance of the Services.

D. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by Registered or Certified Mail, return receipt requested, or delivered personally, in either case addressed as follows:

- (1) To the Authority in duplicate to the following addresses:

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY  
2 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10004

Attention: Chief Engineer, Engineering and Construction

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY  
2 Broadway, 24<sup>th</sup> floor  
New York, N.Y. 10004

Attention: Chief Procurement Officer

- (2) To the Consultant:

Name  
Address

Attention:

Either party may at any time designate a different address by giving notice as provided above to the other party. Such notices shall be deemed given upon actual receipt by the addressee.

E. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such provision shall not be affected thereby.

#### ARTICLE IV - MANNER OF PERFORMANCE

A. The Consultant is engaged in an independent business and agrees to perform the Services in the manner of and as an independent contractor and not as the agent or employee of the Authority. The Consultant shall engage, at its sole expense, all engineers, architects, cost estimators, experts and consultants, but their assignment to perform Services under this Contract shall be subject to the limitations of Article V and Article VI below. The Consultant shall be responsible for the performance of the work of all architects, engineers, cost estimators, experts and consultants so engaged by him, including maintenance of schedules, correlation



of their work and resolution of all differences between them. It is understood that all such consultants are employees of the Consultant and not the Authority, and the Consultant alone is responsible for their work.

B. Consultant shall establish and maintain a Quality Assurance Plan (Plan) setting forth the Consultant's policy for Quality Assurance. The requirements for the Plan are set forth in the Scope of Services.

#### ARTICLE V - SUBSTITUTION OF PERSONNEL

In no event shall the Consultant be permitted to substitute personnel for any key personnel identified in the proposal submitted to the Authority as being able to perform the services in connection herewith, for a period of not less than one year from the date of award of this Contract. If after said one year period has elapsed and the Consultant wishes to substitute personnel for any key personnel previously identified, and currently performing in connection with the Contract, the Consultant must notify the Authority's Project Manager in writing, with a copy of said notice to the Contract Manager, setting forth the basis for the request. The Consultant must provide the Authority with any information as may be reasonably requested regarding the aforementioned substitution. No substitution may be made without the written approval of the Authority. Failure to adhere to the requirements of this article by the Consultant may be deemed a material breach of Contract and subject to such remedies by the Authority as provided at law and this Contract.

#### ARTICLE VI - STANDARD OF PERFORMANCE

The Consultant shall provide the Services described herein according to the highest standards of workmanship, professional competence and safety. Such Services shall be performed in accordance with the highest industry standards and practices. The Authority shall be entitled to satisfactory performance of all Services described herein and to full and prompt cooperation by the Consultant in all aspects of the Services. The Consultant, its Subconsultants and all persons performing Services hereunder shall fully and promptly cooperate with the Authority in permitting the Authority and the Authority's personnel to inspect the Consultant's performance of the Services. At the request of the Authority, the Consultant shall promptly remove from the Project any employee, or any other person performing Services hereunder (hereinafter "Staff Personnel"). The Authority is not obligated to provide any reason for any such request. The Consultant and its Subconsultants agree that the obligation to remove any Staff Personnel does not include the obligation to take any adverse personnel action with regard to their employees. All such personnel actions are left to the discretion of the Consultant or its Subconsultants.

The Consultant agrees to defend, hold harmless and indemnify the Authority for any claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Authority, occurring on account of, arising from or in

connection with the removal and replacement of any Staff Personnel performing Services hereunder at the behest of the Authority.

#### ARTICLE VII - CONSULTANT'S LIABILITY

Except for claims, suits, actions, damages and costs otherwise provided for in the Article hereof entitled "Ownership of Plans; Patents and Copyrights", the Consultant shall assume the defense of, and protect, indemnify and hold the Authority, its affiliates and subsidiaries harmless from and against claims, suits, actions, damages and costs of every type and description brought or recovered against it or them and arising out of or in connection with the performance of Services by the Consultant, its subcontractors and their respective officers, agents and employees, to the extent that they are attributable to the willful or negligent acts, errors or omissions of the Consultant, its subcontractors or their respective officers, agents or employees. Such indemnity shall not be deemed limited by any insurance taken out pursuant to the provisions of this Agreement.

#### ARTICLE VIII - PROGRESS SCHEDULE

The Consultant shall progress and complete the performance of the Services as set forth below:

Tasks 1 and 2 shall be complete two (2) years from date of award, as described on Page TS-31.

The Consultant's time for completing performance of the Services shall be extended for delay attributable to acts or omission to act of the Authority, delay occasioned by change in the Services requested by the Authority and delay attributable to acts or omission to act of the contractor on the construction contract.

#### ARTICLE IX - OWNERSHIP OF PLANS: PATENTS AND COPYRIGHTS

The Authority shall own any patent or copyright to, and the right to patent or copyright, any plan, drawing, design, specification, report, software, study, survey, data, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction or materials, regardless of medium (hereafter "Material") prepared by or for the Consultant, any subcontractor, or by their respective consultants, agents, officers, or employees in connection with performance of the Services, whether prior or subsequent to execution of this Agreement. Upon completion of the Services or the earlier termination of this Agreement, the Consultant shall deliver to the Authority all such Material, including such documentation, certifications and executed forms, assignments and agreements as may be necessary to enable the Authority to fully comprehend, apply and change the knowledge and information contained in such Materials and to patent or copyright same.

In the event any such Materials or portions thereof utilized in the performance of the Services have been or may be patented or copyrighted by others or are subject to other protection from use or disclosure, the Authority, its affiliates

and subsidiaries shall have a royalty-free perpetual license to use the same for any purpose, provided that if the Consultant does not have the right to grant such license, the Consultant shall obtain for the Authority such rights to use as it may request, for itself, its affiliates and subsidiaries, without separate or additional compensation, whether such Materials or portions thereof are patented or copyrighted or become subject to such other protection from use before, during or after the performance of the Services. The Authority shall have the right to use or permit the use of all such Materials, and also any oral information of any nature whatsoever received by the Authority in connection with performance of the Services, and any ideas or methods represented by such Materials, for any purposes at any time without other compensation than that specifically provided herein, and no such Materials prepared or utilized in connection with performance of the Services shall be deemed to have been given in confidence and any statement or legend to the contrary thereon shall be void and of no effect.

Subject to the provisions set forth below in this paragraph, the Consultant shall indemnify the Authority, its affiliates and its subsidiaries against and save them harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright or trade secret infringement or unfair competition arising out of or in connection with the use, in accordance with the preceding unnumbered paragraphs of this numbered paragraph, of such Materials or portions thereof which are patentable or which may be copyrighted, or which are patented or copyrighted or which are otherwise protected by law. If requested by the Authority or any of its affiliates or subsidiaries, and if notified promptly in writing of any claim as to which the Consultant is to indemnify the Authority or such affiliate or subsidiary, the Consultant shall conduct all negotiations with respect to, and defend, such claim without expense to the Authority or such affiliate or subsidiary. If the Authority or any of its affiliates or subsidiaries be enjoined from using the product of the Services or any portion thereof as to which the Consultant is to indemnify the Authority or such affiliate or subsidiary against such claims, the Authority or such affiliate or subsidiary may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Consultant to provide at its own expense, substitutes for such product or affected portion thereof not subject to such injunction and not infringing any patent, copyright, trade secret or other protection from use or disclosure, and if the Consultant shall fail to do so, the Consultant shall, at its expense, refund the cost of the offending product or portion thereof to the Authority or take such steps as may be necessary to ensure compliance by the Authority or such affiliate or subsidiary with such injunction, to the satisfaction of the Authority.

#### ARTICLE X - NON-ASSIGNMENT

As hereinafter more fully provided in Appendix B, this Agreement may not be assigned without the written consent of the Authority.

**Failure to obtain the prior written approval of the Authority for any assignment or transfer of any obligation, duties, responsibilities under the Contract shall be considered a material breach of this Contract.**

## ARTICLE XI - SUBCONTRACTORS

The major portion of the work to be performed under this Agreement shall be performed with the Consultant's own employees. The Consultant, however, may be permitted to subcontract portions of the services to be performed, provided that the total amount of services sublet shall not exceed \_\_\_\_\_ percent of all work. None of the services performed hereunder may be subcontracted without the prior written approval of the Authority as to the scope and dollar amount of work to be subcontracted and the technical qualifications of the proposed subconsultant. When engaging subconsultants, the Consultant shall submit to the Authority, a copy of the proposed subcontract with the application for such consent.

**The terms and provisions of each subcontract or contract and all amendments thereto must be approved by the Authority in writing before the Consultant may secure reimbursement for charges paid by it thereunder except that any subcontract or contract and all amendments thereto for work performed in connection with lead, asbestos and/or other hazardous materials must be approved by the Authority before any such work can begin.**

All architects, engineers, surveyors, cost estimators, experts, or consultants hired for this Project by the Consultant shall be fully and completely informed of all terms and conditions of this contract relating either directly or indirectly to the work to be performed and the Consultant shall stipulate in each and every subcontract with them that all services performed and materials furnished thereunder shall strictly comply with the requirements of the contract. The Consultant shall furnish the Engineer with copies of all subcontracts with architects, engineers, cost estimators, experts or other subconsultants.

## ARTICLE XII - LIAISON

The Consultant shall maintain continuing liaison with such employees of the Authority as it may designate to liaise with the Consultant and shall report to, as requested by the Authority, all affected public agencies, and the Consultant shall keep the Authority fully informed as to the progress of the Services at all times. The Consultant shall do so not only through regularly issued progress and cost report and minutes, as herein provided, but through close liaison between such designated Authority personnel and Consultant personnel. The Consultant shall submit to the Authority minutes of any meetings attended by it (including meetings with the Authority) relating to the Services within ten (10) days following such meetings.

## ARTICLE XIII - METHOD AND TIMES OF PAYMENT

- a) Amounts payable under the provisions of the Appendix A as reimbursement for those actual, reasonable and necessary costs incurred by the Consultant which are directly attributable or properly allocable to the Services may be billed to the Authority periodically,

but not more often than once each month, upon invoices certified to by the Consultant. All invoices shall be taken from the books of account kept by the Consultant, and shall be supported by copies of payroll distribution, receipted bills or other documents reasonably required by the Authority and shall show the Authority's Agreement Number. The Authority shall promptly give the Consultant notice of any deficiency found by it in any such invoice. Consultant's attention is directed to Appendix C hereto which sets forth the rules and regulations of the Authority with respect to prompt payment of contractors as required pursuant to Section 2880 of the Public Authorities Law of the State of New York.

Invoices will be sent in duplicate to the following addresses:

For Capital and Major Maintenance and Mixed Funded Contracts

The original to:

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY  
2 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10004  
Attn: Facility Engineer

The duplicate to:

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY  
2 Broadway, 23<sup>rd</sup> Floor  
New York, NY 10004  
Attn: Disbursements

or

For Operating Funded Contracts the original to:

MTA Business Service Center  
Accounts Payable  
333 West 34<sup>th</sup> Street, 9<sup>th</sup> Floor  
New York, NY 10001

- b) Supporting documentation: The required supporting documentation for services billed under this Contract, as set forth herein, shall be a condition precedent to the issuance of any payment related to those Services:

- i) Consultant's affidavit certifying that its Subconsultants and Suppliers have been paid the amount due to them for the work or services performed and materials furnished by each of them which were encompassed by any previous payment made to the Consultant.
- ii) Subcontractor and Supplier guarantees, if any, specifically set forth in the Contract documents.
- iii) **Where this Contract requires reporting on progress toward fulfillment of an MBE/WBE goal, the Consultant's certification that it is in compliance with any provisions thereof listed are conditions precedent to payment.**

ARTICLE XIV - PAYMENT BY THE CONSULTANT TO SUBCONSULTANTS AND SUPPLIERS

The Consultant agrees to make all payments with respect to its Subconsultants and Suppliers in accordance with the provisions of this Article as follows:

- A. Within thirty (30) calendar days of the receipt of any payment from the Authority, the Consultant shall pay each of its Subconsultants and Suppliers the proceeds from the payment representing the value of the work performed and/or materials furnished by the Subconsultant and/or Suppliers and reflecting the percentage of the Subconsultant's work completed or the Supplier's material supplied in the invoice approved by the Authority and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens, or judgments against the Subconsultant or Supplier which have not been suitably discharged and less any retained amount as hereafter described.
- B. If the Consultant causes any part of this Agreement to be performed by a Subconsultant or Supplier, the contents of this Article XIV will be included in such subcontract in such a manner as to be binding upon the Consultant and each Subconsultant and/or Supplier with regard to work performed in connection with this Agreement.
- C. Nothing provided herein shall create any obligation on the part of the Authority to pay or to see to the payment of any monies to any Subconsultant or Supplier from any Consultant nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subconsultant or Supplier, on the one hand and the Authority.

ARTICLE XV - RECORDS, ACCOUNTS, INSPECTION AND AUDIT

A. The Consultant shall keep records and books of account, showing the actual cost to it of all items of labor, material, equipment, supplies, services and other expenditures of whatever nature for which compensation is payable under Appendix A.

B. The Authority and its representatives shall at all times during the normal business hours have access to the premises of the Consultant where its records are kept and to all work and materials, books, records, correspondence, instructions, working papers, plans, drawings, specifications, receipts, vouchers and memoranda of every description of the Consultant pertaining to the Services, and the Consultant, at its expense, shall preserve such documents for a period of six (6) years after completion of the Services.

C. The Consultant shall require that each first tier subconsultant awarded a subcontract hereunder, including amendments thereto, with a value of at least \$100,000, submit an overhead statement to the Consultant on an annual basis. The Consultant agrees to include in first-tier subcontracts under this contract a clause to the effect that the Authority shall, until three (3) years after completion of the Services, have access to the premises of the subconsultant where its records are kept and to all work and materials, books, records, correspondence, instructions, working papers, plans, drawings, specifications, receipts, vouchers and memoranda of every description of the subconsultant pertaining to the Services, and the subconsultant, at its expense, shall preserve such documents for a period of three (3) years after completion of the Services. "Subcontract", as used in this clause excludes subcontracts not exceeding \$100,000.

D. The Consultant shall fully cooperate in permitting authorized representatives of the Authority to interview its employees and personnel who are engaged in the performance of this Contract.

#### ARTICLE XVI - DELIVERY OF MATERIAL TO AUTHORITY

At any time during the term of this contract, the Consultant shall forthwith furnish and deliver to the Authority any of the material hereinafter listed, as the Chief Engineer shall request. Upon the termination of this contract, or prior to final payment, the Consultant shall surrender forthwith to the Authority all data, studies, reports, maps, surveys, design calculations, material specifications, contracts, budgets, salary schedules, time records, computer output, plans, charts, photographs, and all other material and exhibits prepared, developed or kept in connection with or as part of this Project. Additionally, the Consultant shall furnish and deliver to the Authority no later than 30 days after the award of the construction contract designed under this **Agreement** or 30 days after the notice by the Authority that the construction has been deferred indefinitely, delayed or cancelled, all of the aforementioned material prepared, developed or kept in connection with the conceptual, preliminary and final design activities, not previously submitted. The Consultant shall make and retain copies of any items that may be required for the construction phase activities of the design services. The cost of making said copies will be reimbursed to the Consultant in accordance with Appendix A. This ARTICLE does not apply to any records or documents pertaining to the operation of the Consultant's business. The Consultant may retain copies of those records or documents which it considers necessary for proof of performance.A

#### ARTICLE XVII - LAWS

The Consultant agrees:

(A) To comply with the provisions of all state, federal and local statutes, ordinances and regulations applicable to the performance of this Agreement, and

(B) To procure all legally required licenses and permits, as a reimbursable cost of the Services under this Agreement.

#### ARTICLE XVIII - INSURANCE

The Consultant shall procure at its sole cost and expense, and shall maintain in force at all times through Final Completion of this Contract, policies of insurance as set forth in **APPENDIX E, INSURANCE REQUIREMENTS**.

#### ARTICLE XIX - LOSS OR DAMAGE TO PROPERTY OF THE AUTHORITY

The Consultant shall care for and protect all property of the Authority which comes into possession or custody of the Consultant, and shall, at its own cost and expense, repair or restore any such property which is lost or damaged due to its negligence.

#### ARTICLE XX - AMOUNT OBLIGATED

The total amount obligated under this Agreement is: \$\_\_\_\_\_, which amount includes estimated direct labor cost, overhead cost on estimated direct labor cost, estimated "direct, out-of-pocket expenses" (as such a term is defined in Appendix A hereto) and lump sum fee for Design Services and Design Services During Construction as specified below and in Appendix A. The Authority may not be required to pay to the Consultant under this Agreement any sums in excess of the amounts below unless and until such amount shall have been increased by supplemental agreement between the parties. When the Consultant has reason to believe that costs which it expects to incur in the Design Services During Construction, as applicable, in the succeeding sixty (60) days when added to all costs previously incurred under (i) Amount Obligated, or (ii) estimated direct labor cost, or (iii) overhead cost on estimated direct labor cost, or (iv) direct, out-of-pocket expenses will exceed seventy-five percent (75%) of the amount obligated as indicated in columns (2) and (4) below, as applicable, the Consultant shall notify the Chief Procurement Officer in writing to the effect (i) whether the contract will be completed within the amounts specified in column (1) or (3) below, as applicable, or (ii) give the revised estimate of such amounts and the total revised cost for the performance of this Agreement; or if, at any time, the Consultant has reason to believe the total cost to the Authority for the performance of Design Services During Construction will be greater or substantially less than such amounts and the totals indicated in column (1) and (3) below, the Consultant shall notify the Chief Procurement Officer in writing to the effect, giving the revised estimate of such amounts and the total revised cost for the performance of this Agreement. The Consultant shall not incur costs, under Design Services During Construction until written authorization is received from the Engineer.

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u> Design Services	<u>(4)</u>
--	------------	------------	----------------------------------	------------



	Design Services	75% of (1)	During Construction	75% of (3)
Amount Obligated:				
estimated direct labor cost:				
overhead cost on estimated direct labor cost:				
direct, out-of- pocket expenses:				
lump sum fee for Design Services and Design Services During Construction				

#### ARTICLE XXI - EXTRA WORK

The Authority reserves the right to order changes which may result in additions to or deductions from the amount, type or value of the work required by the **Agreement**. In no event shall Extra Work be performed except pursuant to written orders of the Engineer expressly and unmistakably indicating his intention to treat the work described therein as Extra Work. Said written orders shall be in the form of an Amendment to the **Agreement** signed by the party to be charged therewith or its duly authorized representative.

In the absence of such an order, if the Engineer shall direct, order or require any work which the Consultant deems to be Extra Work, the Consultant shall nevertheless comply therewith and shall promptly and in no event after beginning the performance thereof or incurring costs attributable thereto, give written notice to the Engineer stating why he deems such work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to the Engineer to cancel promptly such order, direction or requirement; (2) affording an opportunity to the Engineer to keep an accurate record of the materials, labor and other items involved; and (3) affording an opportunity to the Authority to take such action as it may deem advisable in light of such Disputed Work. In the event, however, that any change is required in the plans, drawings, specifications or other documents because of defect of design or unworkability of details, or because of any other fault or errors of the Consultant, no additional compensation shall be paid to the Consultant for making such changes.

**Extra Work amendments issued pursuant to this section may not include an increase in Consultant's fixed fee. In order for the Consultant to be paid an increase in its fixed fee as part of any amendment, it must fully document and justify its entitlement to an increase to the satisfaction of the Authority. The justification for Extra Work itself may not constitute justification for additional fixed fee.**

## ARTICLE XXII - SUSPENSION OF PERFORMANCE

The Authority may at any time, and without cause, direct the Consultant to stop work under this **Agreement** for a period of time. Such direction shall be given by at least ten days notice in writing which shall specify the period during which work shall be stopped. The Consultant shall resume work upon the date specified in such direction, or upon such other date as the Authority may thereafter specify in writing. The period during which work shall have been stopped shall be deemed added to the time for performance. Stoppage of work under this ARTICLE shall not give rise to any claim against the Authority.

## ARTICLE XXIII - TERMINATION FOR CONVENIENCE

a. Notwithstanding, and in addition to Article XXIV of these terms and conditions, the Authority may terminate this Agreement, in whole or in part, without any cause or reason therefor, upon at least thirty (30) days notice to the Consultant. Such notice shall specify the date in which such termination shall be effective. In the event of such termination, the Authority shall have no liability to Consultant except to pay any charges due Consultant through the effective date of such termination. Consultant waives any claim for profits expected after the effective date termination.

b. The Authority reserves the right to terminate this Agreement if, during the contract term the Consultant, a Consultant director, officer, principal, or managerial employee, or owner of a 10% or more interest in the Consultant, is convicted of a crime involving a public contract; or significant concerns about the Consultant's integrity are raised based upon an evaluation of the events underlying any other determination, or an indictment or other allegation, that the Consultant, a Consultant director, officer, principal, or managerial employee, or owner of a 10% or more interest in the Consultant, is involved in a criminal or other unlawful activity. In the event the Authority terminates the Agreement under such circumstances, the Consultant shall be entitled only to payment for work performed prior to the notice of termination and the reasonable value of necessary expenses in terminating the work. Under no circumstance will the Consultant be entitled to any payment for lost profit or overhead on contract work not performed prior to the date of termination.

c. The Authority reserves the right to direct the Consultant to terminate any subcontract if, during the contract term the subconsultant, a subconsultant director, officer, principal, or managerial employee, or owner of a 10% or more interest in the subconsultant, is convicted of a crime involving a public contract; or significant concerns about the Subconsultant's integrity are raised based upon an evaluation of the events underlying any other determination, or an indictment or other allegation, that the subconsultant, a subconsultant director, officer, principal, or managerial employee, or owner of a 10% or more interest in the subconsultant, is involved in a criminal or other unlawful activity. Under no circumstance will the subconsultant be entitled to any payment for lost profit or overhead on subcontract work not performed prior to the date of termination.

## ARTICLE XXIV - REMEDIES IN CASE OF DEFAULT & TERMINATION FOR CAUSE

- a) The Consultant shall be in default under this **Agreement** if he commits a breach of the **Agreement** deemed material by the Authority. Without limiting the generality of the foregoing and in addition to those instances specifically referred to in the **Agreement**, the Consultant shall be in such default if:
- 1) He fails to begin or continue the Work in accordance with the requirements of the **Agreement**; or if
  - 2) He abandons the Work; or if
  - 3) He assigns or sublets the Work otherwise than as provided in the **Agreement**; or if
  - 4) At any time the Project Manager shall be of the opinion that the Work of this **Agreement** is unnecessarily or unreasonably delayed or that the Consultant is willfully violating any of the provisions or covenants of this **Agreement** or of the manufacturer's specifications or is not executing the same in good faith and in accordance with this **Agreement**; or if
  - 5) The Work is not performed within the time prescribed or within the time for which such performance may be extended by the Authority; or if
  - 6) The Consultant becomes insolvent (other than as a bankrupt), or assigns for the benefit of creditors, or takes advantage of any insolvency statute or debtor or creditor law or if his property or affairs are put in the hands of a receiver.
- b) In the event of a default by the Consultant, the Authority may terminate this **Agreement**, in whole or in part.
- c) The Authority may also bring any suit or proceeding for specific performance or for injunction or to recover damages or to obtain any other relief or for any other purpose under this **Agreement**.
- d) The Authority may in its sole discretion waive a default by the Consultant, but no such waiver, and no failure by the Authority to take action in respect to any default, shall be deemed a waiver of any subsequent default.
- e) In case the Authority shall by contract or otherwise complete the Work or any part thereof under the provisions as otherwise provided herein, the Project Manager, from time to time during the course of the completion of the Work or such part thereof or at any time thereafter, shall certify to the amount of the expense incurred by the Authority in the completion of the Work or such part thereof, said certificate shall be final and conclusive upon the Consultant and admissible as evidence against the Consultant, his legal representatives, in any litigation arising or growing out of this **Agreement**.

#### ARTICLE XXV - MONIES WITHHELD

When the Authority shall have reasonable grounds for believing that:

- a) The Consultant will be unable to perform this **Agreement** fully and satisfactorily within the time fixed for performance; or
- b) A meritorious claim exists or will exist against the Consultant or the Authority arising out of the negligence of the Consultant or the Consultant's breach of any provision of this **Agreement**, then the Authority may withhold payment hereunder. Any amount so withheld may be retained by the Authority for such period as it may deem advisable to protect the Authority against any loss and may, after written notice to the Consultant, be applied in satisfaction of any such claim.

This provision is intended solely for the benefit of the Authority, and no person shall have any right or claim against the Authority by reason of the Authority's failure or refusal to withhold monies. No interest shall be payable by the Authority on any amounts withheld under the provision. This provision is not intended to limit or in any way prejudice any other right of the Authority.

#### ARTICLE XXVI - SECURITY FOR PERFORMANCE

- a) There shall be deducted and retained as security, one (1%) percentum of the amount of each partial payment due the Consultant.
- b) Such retained percentages shall be held as security for the faithful performance by the Consultant of all the conditions, covenants and requirements specified and provided for in this Agreement. The Consultant may from time to time withdraw portions of the amount so retained by depositing with the Chief Financial Officer of the Triborough Bridge and Tunnel Authority (Authority), United States government securities, bonds of the State of New York, corporate stock or bonds of the City of New York, or bonds of the Triborough Bridge and Tunnel Authority, of a current market value equal to the amount so withdrawn.
- c) When in the opinion of the Authority the work under any portion of this Agreement has been completed and it has so certified in writing, the Authority shall thereafter authorize the release to the Consultant of the full amount retained as security for such completed portion. For purposes of determining time of release of the full amount retained for design, design services shall be considered completed when all design work is completed with the exception of services required during construction, namely, the checking of shop drawings and the preparation of amplifying drawings. However, the Engineer may recommend the continued retainage of a portion of the amount retained for all work after completion, if he deems it necessary to insure the satisfactory completion of the work.

#### ARTICLE XXVII - NON-DISCLOSURE

Except upon prior written approval of the Authority and except as required by law, the Consultant or its subcontractors shall not furnish or disclose to any

person or organization, (a) any reports, studies, data, or other information provided by, or obtained from the Authority in connection with the services performed under this Agreement, (b) any reports, studies, recommendations, data or other information relating to, or made or developed by the Consultant or its subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such Services performed. All reports, studies, recommendations, and other products of the performance of Services by the Consultant or its subcontractors hereunder shall become the property of the Authority.

All computer programs, documentation, reports, studies, recommendations, data, and other products of the performance of the Services by the Consultant and its subcontractors shall be deemed works made for hire under the Federal Copyright Law, and shall be delivered to the Authority with sufficient detail and clarity and with sufficient explanations and information to enable the Authority to understand, apply, and modify such products without further assistance.

#### ARTICLE XXVIII - LIABILITIES

Any claim made by the Consultant arising out of any act or omission by any officer, agent or employee of the Authority in the execution or performance of this **Agreement** shall be made against the Authority and not against the officer, agent or employee.

The Consultant shall require each subcontract professional or subconsultant to agree in his contract not to make any claim against the Authority, or their respective officers, agents or employees, by reason of such contract, or any acts or omissions of the Authority, the Consultant or their respective officers, agents or employees.

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

#### ARTICLE XXIX - STATUTE OF LIMITATIONS ON RIGHT TO SUE AUTHORITY

No action shall lie or be maintained by the Consultant against the Authority upon any claim arising out of or based upon this **Agreement** or by reason or any act or omission or requirement of the Authority or their agents, unless such action shall be commenced within six months after the completion or termination of the **Agreement**. No additional time shall be allowed to begin anew any other action if an action commenced within the time herein limited by dismissed or discontinued, notwithstanding any provision in the Civil Practice Law and Rules to the contrary.

#### ARTICLE XXX - NO THIRD PARTY BENEFICIARIES

This agreement is solely for the benefit of the Authority, the MTA and the Consultant. No other person or entity is intended to receive any benefit under this agreement or any of its provisions, or as a result of its performance, nor may any other person or entity claim any rights hereunder.

#### ARTICLE XXXI - CHOICE OF LAW/VENUE

The **Agreement** shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Consultant, and shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that any and all claims asserted by or against the Authority arising under this Contract or related thereto shall be heard and determined either in the courts of the United States located in New York City or in the courts of the State of New York located in the City and County of New York.

#### ARTICLE XXXII - DEFENSE OF CLAIMS

- A. The Consultant shall diligently render to the Authority, without additional compensation, any and all assistance in the defense against claims or suits due solely to negligence of the Consultant in connection with this project, brought against the Authority which, the Authority may require.
- B. Should any claim be made or any legal action brought in any way relating to the project, except as provided in A of this ARTICLE, the Consultant shall diligently render to the Authority, after additional compensation is mutually agreed upon, any and all assistance which the Authority may require of the Consultant. The amount of payment due the Consultant from the Authority shall be diminished to the extent the negligence of the Consultant is determined to be responsible for the claim or lawsuit brought against the Authority. Any refund due the Authority shall be promptly paid by the Consultant.

#### ARTICLE XXXIII - CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Request for Proposal Overview and Proposal Procedures, General and Special Terms and Conditions, the Appendices, the Technical Specifications, the Contract Drawings, if any, Scope of Services, Price Schedule, Information to be Furnished by Each Proposer, Generic Position Descriptions, Certification of Proposed Subconsultant, Opportunities for Minority and Women-Owned Business Enterprises, and the Notice Of Award are the contract documents which collectively will constitute the Contract.

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

#### ARTICLE XXXIV - ALL LEGAL PROVISIONS INCLUDED

It is the intent of the parties that each and every provision of law required to be inserted in this **Agreement** should be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if any such provision is not inserted or is not inserted in correct form, then this **Agreement** shall forthwith, upon

the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

#### ARTICLE XXXV - WRONGFUL CONDUCT

The Consultant and its employees are required to immediately report any act or occurrence which it or they reasonably believe to be a violation of law to the Engineer.

#### ARTICLE XXXVI - CONSULTANT SAFETY REQUIREMENTS

When performing Services on Authority property, the Consultant shall provide at its own cost and expense all equipment and materials required for the protection of his employees, and those of the Subconsultant(s), the Authority, the public and any other persons as may be necessary and as may be required by the Project Manager. Any failure to provide such proper protection for his employees, and those of the Subconsultant(s), the Authority, the public and any other persons whether or not required by the Project Manager, will be deemed to be a violation by the Consultant of his responsibility hereunder.

The Consultant shall be responsible for compliance with the most stringent provisions of the applicable statutes and regulations of the City and State of New York, and the United States, including without limitation, the provisions of United States Department of Labor-Occupational Safety and Health Administration (OSHA) and the New York State Department of Labor (NYSDOL), and further for ensuring that the methods of performing the services do not involve undue danger to the personnel employed thereon, the public, and public or private property. Should charges of violation of any of the above be issued to the Consultant in the course of the Services, a copy of each charge and resolution thereof, shall immediately be forwarded to the Authority's Project Manager.

The Consultant shall have the responsibility for monitoring and enforcing compliance by all his employees, and those of the Subconsultant(s).

#### ARTICLE XXXVII - SET-OFF RIGHTS

The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off moneys due to the Consultant under this contract up to any amounts due and owing by the Consultant to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Authority for any other reason including, without limitation, cost, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

#### ARTICLE XXXVIII - PUBLIC DISCLOSURE PROVISION

Information regarding the work of the Contract, shall be kept confidential by the Consultant to the extent permissible by law. No such confidential information

shall be released or disseminated to the public by the Consultant unless required by law or authorized by the Authority. Nothing contained in this provision shall be construed to prevent the Consultant from using confidential information in connection with the work of the Contract.

#### ARTICLE XXXIX - SECURITY REQUIREMENTS

**The Consultant shall insure that all security measures are adhered to on Authority property.**

- a) Badges — All Consultant employees shall wear MTA Bridges and Tunnels badges on the outer most garment when on Authority property. Prior to the start of performing work on the contract, the Consultant shall contact the Engineer to arrange an appointment for the Consultant's employees to have Authority badges prepared. The Engineer will issue the new photo identification badges. The Consultant shall be responsible for all expenses incurred for employees being transported to the designated facility to have the photo identification prepared at either the 2 Broadway office or an Authority facility. If it is not possible to have photo identifications for employees for the start of the contract, the Engineer will issue temporary identifications for a nonrenewable seven (7) day period only. A photo I.D. badge must then be obtained. If during the course of the contract additional employees are utilized, the Consultant shall use the same procedure for securing their identification badge. At the end of each calendar year or the end of the contract, all badges shall be returned to the Engineer.

The Consultant shall not have any direct contact with the Authority's Internal Security Department (ISD) regarding issuing, processing or the arranging of any appointments that may be required to process identification badges or identification photographs.

- b) Vehicles — All Consultant vehicles shall be clearly identified on the outside of the vehicle. Vehicles shall be parked in designated parking areas unless otherwise directed by the Maintenance Superintendent. All vehicles shall be properly registered, insured and have all required lights in good working order.
- c) Access to facilities — All Consultant employees shall report to the Front Desk and identify themselves and their vehicles prior to performing any work at the facility. A work ticket shall be prepared and a copy given to the facility Maintenance Supervisor or his designated representative after the service is rendered. At any time when the Authority deems necessary, the Consultant shall remove its employees from the Authority's facility as directed. The Consultant is responsible to contact the Engineer for further instructions for re-entering the facility.

#### ARTICLE XL - DOCUMENTATION AND CONFIDENTIALITY OF PROTECTED MATERIALS



- a) The Consultant shall not reproduce plans or drawings of any Authority area or facility without the express written permission of the Engineer **and/or** execution of a Confidentiality Agreement.
  - (i) Solely for the Work of this Project, unless specifically prohibited by a Security Restriction or Notice, the Consultant shall, upon prior Notice to the Engineer (with notice to TBTA's Internal Security Department (see Article XL (b) (iv))), take photographs or videotaped images of the work, area or facility solely to satisfy the requirements of this Contract, whether the photos are taken as "progress photos" or for some other expressly contractual purpose, as set forth in the Terms and Conditions, the Technical Specifications, and/or contract drawings specifically and exclusively pertaining to the Work of the project. The photos, negatives, disks, scans, color copies, images, video tapes, VHS tapes, CD ROMS, etc., are and shall forever remain the property of the Authority. The Consultant shall not relinquish possession or control of these photographs for any other purpose other than to further the progress of the work. At the conclusion of the project any and all such photographs, video tapes, images, etc., shall be returned to the Authority.
- b) The Consultant shall maintain care, custody, control and confidentiality over any and all plans, drawings, diagrams, sketches, CADD materials and media, photographs, renderings, etc., identified as sensitive or restricted and herein referred to as Protected Materials, and may not relinquish possession and control of protected materials, nor release protected materials to any other person or entity without the express written permission of the Authority.
  - (i) The Consultant shall maintain care, custody, control and confidentiality over any and all protected materials, and may not relinquish possession and control of these protected materials, nor release protected materials to any other person or entity without the express written permission of the Authority.
  - (ii) These protected materials provided to the Consultant in connection with the Work are to be disclosed only to persons designated by the Consultant as explicitly authorized to view these protected materials in connection with the Work.
  - (iii) The Consultant hereby warrants that such protected materials pertaining to the Work shall be fully relinquished to the TBTA at the end of the project. The Consultant further warrants that its employees, consultants, sub-consultants, contractors, subcontractors, agents, if any, shall not retain any TBTA protected materials or copies of such materials from the Work. This includes any notes, photographs, renderings whether manual or electronic and digitally, sketches, scans or diagrams that may have been made by the Consultant, its

employees, consultants, sub-consultants, contractors, subcontractors or agents using TBTA's documents.

- (iv) The Consultant shall state in writing within 7 days of the date of award, to the Engineer, who shall forward the information to TBTA's Internal Security Department, Donald Look, Chief Security Officer, Robert Moses Building, Randall's Island, NY, 10035-5199, where these protected materials shall be kept during the duration of the Work, and shall include a description of the methods and safeguards the Consultant shall take in order to prevent any unauthorized access or duplication of the TBTA documents during the time period that these protected materials are in the possession of the Consultant.

c) **Notice:**

**Failure to adhere to the express requirements of this provision may be deemed a material breach of this Contract and/or a determination of non-responsibility.**

**ARTICLE XLI – RESTRICTIONS ON DISSEMINATING DOCUMENTS OUTSIDE OF THE UNITED STATES**

**NO** drawings, sketches, schematics, as-builts, CADD files, etc., whether or not designated PROTECTED, SENSITIVE, RESTRICTED, shall be outsourced, emailed, translated into PDF files for emailing in any fashion, shipped, mailed, etc., for any purpose whatsoever, outside of the geographic borders of the United States. There are absolutely no exceptions to this provision without express written permission from the Engineer.

**ARTICLE XLII - POSTING OR PUBLICATION OF AUTHORITY IMAGES**

The Consultant is prohibited from posting, modifying, copying, reproducing, republishing, uploading, transmitting or distributing in any way images, photographs or renderings of Authority property on the Internet or other electronic media without the prior express written approval of the Engineer. The Consultant is prohibited from using images, photographs or renderings of Authority facilities or other Authority properties in print media including, but not limited to brochures, newsletters, journals or magazines, without the prior express written approval of the Engineer. **Violation of this section may be deemed a material breach of this Contract and/or a determination of non-responsibility.**

**ARTICLE XLIII - CONTROL OF THE ASIAN LONGHORNED BEETLE**

All Consultants and Subconsultants shall comply with all current Federal and State Department of Agriculture laws and regulations as they pertain to the control of the Asian Longhorned Beetle. The New York State Department of Agriculture and Markets, pursuant to Part 139 of the Agriculture and Market Law –

Control of the Longhorned Beetle, require all Consultants operating in infested and/or quarantined areas or zones to thoroughly clean all equipment and properly dispose of all tree and shrub debris before moving on to non-infested, non-quarantined areas. Furthermore all Consultants must comply with all the provisions requiring Consultant supervisors and/or crew leaders to attend the mandated training sessions on Longhorned Beetle identification.

Any and all observations of beetle activity within or outside of the quarantined or infested areas pertaining to the project work site shall be immediately reported to the Engineer and to the NYS or federal inspector by calling 1 (800) 554-4501 ext. 72087 or (631) 288-1751. No action can be taken with respect to the removal, transport, and/or disposal of infested trees and/or shrubs or infested trees and shrubs debris within or outside of the quarantined area unless authorized by a state or federal inspector.

Periodically the quarantined zone may be expanded or changed by federal and state authorities and/or the reporting requirements may be altered. The Consultant and/or its' Subconsultants are required to keep current as to this statute and to abide by any changes or revisions to the quarantined legislation while working on this project.

#### ARTICLE XLIV - PROHIBITION OF TROPICAL HARDWOODS

Tropical hardwoods, as defined in §165 of the New York State Finance Law ("Finance Law"), shall not be utilized in the performance of this agreement except as expressly permitted by §165 of the Finance Law.

#### ARTICLE XLV - TERMINATION FOR NON-COMPLIANCE WITH NEW YORK STATE FINANCE LAW SECTIONS 139-j, RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND 139-k, DISCLOSURE OF CONTACTS AND PRIOR NON-RESPONSIBILITY DETERMINATIONS

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Consultant in accordance with New York State Finance Law Sections 139-j and 139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of Article III, paragraph D of the Contract.

#### ARTICLE XLVI - NO ESTOPPEL, NO WAIVER AND NO ELECTION OF RIGHTS OR REMEDIES

- (a) The Authority shall not be precluded or estopped by any payment or certificate made or given by the Authority, the Engineer or other officer, agent or appointee thereof under any provision of this Agreement from asserting, at any time either before or after the completion of all of the Consultant's obligations under this

Agreement and final payment therefor, any claim or right relating to any error, omission, defect or nonconformity in any work or services provided under the Agreement, whether patent or latent, regardless of when discovered, or that the work and services or any part thereof do not in fact conform to the requirements of this Agreement. The Authority shall not be precluded or estopped, notwithstanding any acceptance, certificate or payment in accordance therewith, from demanding and recovering from the Consultant such damages as it may sustain by reason of its failure to comply with the Agreement.

- (b) Neither the acceptance by the Authority or the Engineer or any of the employees of the Authority, nor any order, measurement or certificate by the Engineer nor any order by the Authority for payment of money nor any payment for, nor acceptance of, the whole or part of the work or services nor any extension of time, nor any possession taken by the Authority or the employees of the Authority shall operate as a waiver of any portion of this Agreement or of any power herein reserved to the Authority or of any right to damages herein provided; nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.
- (c) The Authority may avail itself of each and every right and remedy herein specifically given to it now or hereafter existing at law or in equity or by statute, and each and every such right and remedy shall be in addition to every other right and remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Authority, and the exercise, or the beginning of the exercise, of one right or remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other right or remedy.

#### ARTICLE XLVII- DIESEL EMISSIONS REDUCTION ACT OF 2006

Consultant represents that, in connection with activities relating to this contract, it will be in compliance with the Diesel Emissions Reduction Act of 2006 ("DERA"), as codified at Section 19-0323 of the Environmental Conservation Law, and its implementing regulations.

In accordance with DERA, Consultant:

- (a) Will use ultra low sulfur diesel fuel ( $\leq 15$ ppm) in all heavy-duty diesel vehicles ( $>8500$  lbs. G.V.W.R.) ("HDVs") employed at or on Authority job sites in rendering services or providing materials or equipment hereunder unless said vehicles are otherwise exempt.
- (b) Represents that all of its affected vehicles will meet the Particulate Matter (PM) and Oxides of Nitrogen ( $\text{NO}_x$ ) emission standards required

by DERA through 1) utilization of devices certified by the EPA or California Air Resources Board that achieve reductions in PM and NO<sub>x</sub> at the highest classification level for emission control strategies that is applicable to the particular engine and application (“Best Available Retrofit Technology”), 2) utilization of engines certified to meet the 2007 EPA standard for PM (0.01g/bhp-hr) as set forth in section 86.007-11 of Title 40 of the Code of Federal Regulations or to any subsequent USEPA standard that is at least as stringent, or 3) employment of alternative fuel vehicles which do not operate on diesel fuel (“alternative fuel” means natural gas, propane, ethanol, methanol, gasoline[when used in hybrid electric vehicles only], hydrogen, electricity, fuel cells, or advanced technologies that do not rely solely on diesel fuel or a diesel/non-diesel mixture).

If Consultant has secured a waiver (including waivers based on the useful life of the vehicle) from the best available retrofit technology (“BART”) or ultra low sulfur diesel fuel requirements from the New York State Department of Environmental Conservation, Consultant will present same to Authority as set forth in paragraph 7.6 of Section I Request for Proposal Overview and Proposal Requirements.

Consultant understands and acknowledges that the Authority is required to submit an annual report detailing compliance with DERA by the Authority and Consultant. Consultant agrees that it will provide, no later than September 1<sup>st</sup> of each calendar year, the following information as to any covered vehicles performing work on any Authority work site at which work is to be performed pursuant to this contract:

1. the number of diesel-fuel powered motor vehicles owned or operated,
2. the number of such vehicles that were powered by ultra-low sulfur diesel fuel,
3. the total number of on road diesel fuel-powered motor vehicles owned or operated having a GVWR of more than 8500 pounds,
4. the total number of off road vehicles owned or operated,
5. the number of such on road and off road vehicles that utilized BART, including a breakdown by BART installation date, vehicle model, VIN (if applicable), engine year and the type and classification level of technology used for each vehicle including the CARB designated diesel emission control strategy family name, if applicable,
6. the number of such vehicles that have been replaced/repowered with an engine certified to the applicable 2007 US EPA standard for PM as set forth in section 86.007-11 of Title 40 of the Code of Federal Regulations or to any subsequent US EPA standard for PM that is at least as stringent,

7. the number of such vehicles that have been replaced with alternative fuel vehicles,
8. the number of inventoried HDVs retired,
9. identification of all ultra low sulfur diesel waivers, findings, and renewals of such findings, which, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated; and specific information concerning the availability of ultra low sulfur diesel fuel,
10. identification of BART waivers issued to Consultant,
11. the quantity of ultra low sulfur diesel fuel used, ,
12. a statement of compliance that by December 31, 2013 100% of inventoried HDV's will meet the law's requirements, and
13. any other information that may be required by the New York State Department of Environmental Conservation.

#### Article XLVIII- IRAN DIVESTMENT ACT OF 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (Prohibited Entities List) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Consultant (or any assignee) certifies that once the Prohibited Entities List is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Consultant agrees that after the Prohibited Entities List is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the Prohibited Entities List. Consultant also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the Authority may approve a request for assignment of contract

During the term of the Contract, should the Authority receive information that a person is in violation of the above-referenced certification, the Authority will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Authority shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Consultant in default.

The Authority reserves the right to reject any request for assignment for an entity that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

ARTICLE XLIX      ADDITIONAL OBLIGATIONS

The provisions of Appendix B hereto shall be a part of this Agreement. The Consultant agrees to comply therewith.

IN WITNESS WHEREOF, the parties have caused this contract to be executed effective on the day and year first above written.

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY

BY \_\_\_\_\_  
Authorized Officer

Consultant

BY \_\_\_\_\_  
Authorized Officer

## APPENDIX A

1. The purpose of this Appendix is to establish the basis of payment and reimbursement to the Consultant for Services performed in accordance with terms and conditions of the Agreement.

2. The Authority will pay the Consultant in full compensation for such Services an amount not to exceed \$ \_\_\_\_\_. Consultant shall be compensated only for those costs actually incurred by the Consultant which are directly attributable and properly allocable to the Services, consisting of (a) "technical salaries" (as hereinafter defined) of officers and employees of the Consultant, (b) "direct out-of-pocket expenses" (as hereinafter defined) of the Consultant, and (c) Consultant's actual overhead cost, payroll taxes, pension and retirement and fringe benefit expenses (including vacation, holiday and sick leave allowances), all as disclosed by post-audit. In addition, Consultant shall be paid a lump-sum fee, as profit, of \$ \_\_\_\_\_. Compensation payable under clause (c) above shall in no event exceed \_\_\_\_\_ percent (home office, field office or company overhead rate) of technical salaries only (exclusive of premium portion of overtime pay). Overhead rates shall be determined separately for each fiscal year over the entire term of the Agreement. Averaging the overhead rates over the entire term of the Agreement shall not be allowed. The Federal Acquisition Regulations, (FAR), Subpart 31.2 *et seq.*, shall be the criteria for the determination of the allowability and allocability of items of overhead expense, except that state and local taxes on net income shall not be allowed. The Consultant agrees to include in first-tier subcontracts with a value of at least \$100,000 under this contract a clause to the effect that the Federal Acquisition Regulations, (FAR), Subpart 31.2 *et seq.*, shall be the criteria for the determination of the allowability and allocability of items of overhead expense, except that state and local taxes on net income shall not be allowed. If the Authority finds that any first-tier subconsultant has an overhead expense in an amount greater than that allowable and allocable under FAR, the Consultant agrees to repay the Authority the amount of any overpayment.

The words "technical salaries" as used above shall mean and include the direct salaries of all engineers, professional and technical personnel for the time they are employed directly in performing the Services; provided however, that the words "technical salaries" shall not include the salary of any principal, officer or member of Consultant unless such principal, officer or member is employed directly in performing such services in a non-supervisory capacity and in that event such principal's, officer's or member's services shall be reimbursed at the rate not to exceed that paid to the highest paid non-officer employed directly in performing the Services. [Compensation for any principal's, officer's or member's direct labor expended on the services hereunder in a supervisory capacity (non-technical) shall be at the rate that the officer currently draws from the firm on a regular basis, provided however, that this rate may not exceed \$80.00 per hour. Proof of such rate must be submitted to the Authority for approval. **Compensation is comprised of the components defined in FAR Subpart 31.205-6. For the purposes of determining the allowable and allocable overhead (indirect) expense rate for**



**this contract, the maximum allowable compensation for a fiscal year is \$166,400 for each principal, officer, or member. This maximum applies to the cumulative total of all direct and indirect compensation components. When determining the indirect rate or rates for each fiscal year of the contract, the portion of indirect compensation exceeding the maximum included in an indirect expense pool shall be removed from such indirect expense pool. The portion of direct compensation exceeding the maximum in an indirect expense base shall remain in the base when determining the indirect expense rate or rates for each fiscal year of the contract.**

If the Consultant will cause any part of these Terms and Conditions to be performed by a subconsultant, the contents of Appendix A will be included in such subcontract in such a manner that Appendix A will be binding upon each subconsultant as to work in connection with this Agreement.

The words "direct, out-of-pocket expenses" as used above shall mean and shall include the following costs and expenses incurred by the Consultant, its officers and employees in connection with the performance of such Services:

- i. long distance telephone, telegram and cable charges;
- ii. charges for reproduction and printing of contracts, reports, or other documents, specifications and plans at actual cost to the Consultant, but excluding any labor costs incurred by it in connection therewith (such labor costs being part of the Consultant's overhead), except that the Authority's prior written approval is required for any expenditure of \$1,000 or higher for the printing of contracts, reports or other documents, specifications and plans.
- iii. office supplies and equipment directly chargeable to and consumed in the course of providing the Services including postage, express and freight charges;
- iv. Travel costs in excess of a fifty miles radius from the Consultant's New York City office, which is essential to the performance of the project subject to the current travel allowances of the Authority for its own employees. Travel must be approved in advance by the Authority; daily travel costs of

Consultant's personnel from home to job site is not reimbursable.

- v. rentals for any equipment or tools specially hired for use on or in connection with the performance of such Services, and the cost of operation, repair and maintenance and reconditioning thereof and related costs, but no costs to the Authority shall arise hereunder without the Authority's prior written approval;
- vi. net premiums paid by the Consultant for additional policies of insurance procured by the Consultant in accordance with the provisions of Article XVIII of the Agreement;
- vii. the actual charges of subcontractors approved by the Authority as provided in Article XI of this Agreement;
- viii. the cost of legally required licenses, permits and fees;
- ix. with the approval of the Authority, cost of computer services directly performed by the Consultant, including labor costs allocable to such services and not otherwise chargeable hereunder, at an hourly rate to be approved in writing by the Authority;
- x. cost of outside computer services at the actual charge for such services but no costs shall be charged to the Authority for such services without the Authority's written approval;
- xi. any other costs and expenses deemed necessary by the Consultant in connection with performance of such Services and approved in writing by the Authority.

3. For the purposes of determining the "technical salaries" of personnel whose time is compensable under paragraph 2, above, the salaries and wages of such personnel shall be reduced to an hourly rate as hereinafter provided. Employees subject to any law requiring payment of premium pay for overtime as specified in said law will be paid on an hourly rate basis and for the purposes hereof that hourly rate will be the rate fixed by the Consultant. The hourly rate of employees not subject to any such law shall be determined by dividing base weekly salary by Consultant's regular, hourly work week. All individual technical salary

rates for overtime or premium time shall be submitted to the Authority for approval. Chargeable hours will include all hours actually worked on the Services in any week, including those in excess of the hours regularly established. The Consultant shall obtain either written or oral authorization from the Authority before incurring overtime hours. Oral authorization will be given in the sole discretion of the Authority. The Authority will provide, within three (3) business days, written confirmation of any oral authorization.

4. The Consultant shall bill the Authority on a monthly basis for all costs that they incur, as well as, those costs incurred by subconsultant/subcontractors. All billings shall be submitted in a timely and professional manner. The Consultant shall submit progress billings per the direction of the Project Manager. The Consultant's progress billings shall be submitted on a per Task basis, with scheduled direct labor hours and direct labor costs by direct labor category as submitted on the Consultant's final Cost Proposal Form TS-3 versus the actual direct labor hours and direct labor costs incurred by direct labor category. The Consultant shall also submit a summary sheet of costs incurred for that billing period with a percentage of Task complete and Total Task cost and percentage of project complete to date. The Consultant will certify the percentage of Work performed by its subconsultants/subcontractors as being true and correct on the subconsultant/subcontractor invoice. Only the Authority has the right to reallocate costs between or within Tasks.

5. New York State Public Authorities Law and Tax Law exempt the Authority from sales and compensating use taxes on all tangible personal property (material, equipment and components) acquired in connection with the work required by the Contract which will become an integral part of the structure, building or real property.

6. As provided in Article XXIII of the Agreement, the Authority may terminate the Agreement at any time, with or without cause, upon notice in writing to the Consultant. Promptly upon receipt of such notice and unless otherwise directed in writing by the Authority, the Consultant shall discontinue all work by its officers and employees, shall halt the placing of further subcontracts and orders for services, materials, facilities or supplies and insofar as possible, shall proceed to halt work under and to cancel all subcontracts and outstanding orders to the extent the same are reimbursable hereunder. Upon such termination, the Authority shall reimburse the Consultant for all reasonable cancellation charges incurred by it and should the Consultant be unable to arrange a cancellation under any such order or subcontract, it will follow the instructions of the Authority in the premises, in which event the Authority will hold the Consultant harmless from and against any loss or damages arising out of such order or subcontract and from the making of any further payments. The Consultant shall require all subcontracts relating to this Contract to contain the following termination provision: "The Consultant may terminate this Agreement at any time and for any reason (irrespective of whether the Subcontractor is in default) by written notice to the Subcontractor. The Subcontractor shall immediately stop all work under the Agreement upon receipt of

such notice, unless otherwise directed in the notice of termination or upon such other effective date as may be stated in the notice. Upon termination without default of the Subcontractor, the Subcontractor shall be paid for services performed up to the effective date of termination and the Consultant shall have no further obligation to the Subcontractor.”

APPENDIX B  
ADDITIONAL OBLIGATIONS OF CONSULTANT

1. Consultant specifically agrees that:
  - (a) Consultant will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff or termination and rates of pay or other form of compensation.
  - (b) At the request of the Authority, Consultant shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Consultant's obligations herein.
  - (c) Consultant shall state, in all solicitations or advertisements for employees, that, in the performance of this Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - (d) Consultant will include the provision of paragraph (a), (b) and (c) in every subcontract, except as provided in paragraph (f), in such a manner that the provisions will be binding upon each subconsultant as to work in connection with this Agreement.
  - (e) The provisions of this section shall not be binding upon consultants or subconsultants in the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from this Agreement.
  - (f) The requirements of this section shall not apply to any employment outside New York State, or application for employment outside New York State, or solicitations or advertisements therefor, or any existing programs of affirmative action regarding employment outside New York State.

2. Consultant shall not assign, encumber, transfer, convey, sublet, or otherwise dispose of the Agreement or of his right, title or interest therein, or in any part thereof, to anyone without the previous written consent of the Authority (provided that the approval of the Authority is not required for the assignment of monies due or to become due under the Agreement). If the provisions of this section be violated, the Authority may revoke and annul the Agreement and the Authority shall thereupon be relieved from any and all liability and obligation thereunder to Consultant or to anyone to whom Consultant shall so assign, encumber, transfer, convey, sublet, or dispose and all monies theretofore earned under the Agreement shall thereupon be forfeited and lost except so much as may be required to pay employees.
3. Consultant shall secure compensation for the benefit of, and keep insured during the life of the Agreement, those employees that are required to be insured by the provisions of the Worker's Compensation Law. This Agreement shall be void and of no effect unless Consultant complies with the provisions of this section.

## APPENDIX C

### New York Codes, Rules and Regulations

#### Title 21. Miscellaneous

#### Chapter XXI. Metropolitan Transportation Authority

#### Subchapter A. All-Agency Rules and Regulations

#### Part 1002. Prompt Payment

##### SECTION 1002.1 POLICY

This statement is intended to establish rules and regulations as required under Section 2880 of the Public Authorities Law regarding the prompt payment policy of Triborough Bridge and Tunnel Authority ("TBTA"). Subject to the conditions and exceptions set forth in section 2880 and herein, in the event any proper invoice is not paid promptly, the TBTA shall be liable for the payment of interest on late payments. This policy shall apply to all contracts entered into on or after April 30, 1988.

##### SECTION 1002.2 DEFINITIONS

As used in this Part, the following terms shall have the following meanings unless otherwise specified:

- (a) Corporation means Triborough Bridge and Tunnel Authority.
- (b) Contract means an enforceable agreement entered into by a contractor and the Corporation, including but not limited to written contracts and purchase orders, written or oral requests for goods or services, including public utility services and lease agreements.
- (c) Contractor means any person, partnership, firm, corporation or association, including public utilities and not-for-profit organizations:
  - (1) selling materials, equipment, or supplies or leasing property or equipment to the Corporation; or
  - (2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for, or on behalf of , the Corporation; or
  - (3) rendering or providing services to the Corporation pursuant to a contract.
- (d) Designated payment office means the office designated by the Corporation to which a proper invoice is to be submitted by a contractor.

(e) Payment date means the date on which a check for payment pursuant to a contract is dated.

(f) Proper invoice means a written request for a contract payment that is submitted by a contractor to the designated payment office setting forth the description, price, and quantity of goods, property or services delivered or rendered, in such form and supported by such other substantiating documentation as the Corporation may require.

(g) Receipt of an invoice ("ROI") means:

- (1) the date on which a proper invoice is actually received in the designated payment office; or
- (2) the date on which the Corporation receives the purchased goods, property or services covered by the proper invoice, whichever is later; or
- (3) in regard to progress payments on capital construction projects, the date on which there is concurrence between the contractor and the Project Manager or Chief Engineer or their designee with respect to the preliminary estimate of the value of work performed during the billing period; or
- (4) in regard to final payments on capital construction contracts, the date on which the contract work has been accepted as completed by the Project Manager or Chief Engineer of the Corporation or their designee; or
- (5) in regard to the deposit or submission by a contractor of bonds, notes, securities or other collateral in substitution for contract amounts retained by the Corporation, as permitted by statute or contract, the date the proper bonds, notes, securities or other collateral are deposited or submitted.

(h) Set-off means the reduction by the Corporation of a payment due to a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Corporation, and shall include, but not be limited to, unused credit advices received from the contractor, liquidated damages under the contract, contractor liability for personal injury, property damage or other loss, damages for default regarding a proposal, or for breach of contract, as well as for any extra-contractual claim for liability or damages of any nature.

## INTEREST ELIGIBILITY

### 1002.3 ELIGIBLE PAYMENTS

(a) With the exception of the payments described in subdivision (b) of this section, every payment of funds to a contractor pursuant to a contract, and every payment of interest pursuant to this Part, is eligible for interest whenever the payment is not made by the required payment date, unless failure to make such payment is the result of a lien, attachment or other legal process against the money



due the contractor. Notwithstanding the foregoing, interest shall not be paid that amounts to less than \$10.00.

(b) Payments are not eligible for interest under this Part when they are due and owing by the Corporation;

- (1) under the Eminent Domain Procedure Law;
- (2) as interest allowed on judgments rendered by a court, except to the extent that interest is incurred under this Part prior to the date of the notice of intent to file a claim, the date of a notice of claim, or the date on which a legal action for the payment of such interest is commenced, whichever occurs first;
- (3) to the Federal government; to any State agency or its related instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any public authority or public benefit corporation; or to employees of the Corporation when acting in, or incidental to, their public employment capacity; and
- (4) in situations where the corporation exercises a legally authorized setoff against all or part of the payment due the contractor.

#### 1002.4 REQUIRED PAYMENT DATE

(a) Effective through June 30, 1989, the required payment date shall be 45 calendar days after the ROI date.

(b) Effective July 1, 1989, the required payment date shall be 30 calendar days, excluding legal holidays, after ROI date.

#### 1002.5 RECEIPT OF INVOICE DATE

(a) Effective June 30, 1989. Except where adjusted pursuant to sections 1002.8, 1002.9, 1002.10, 1002.11, 1002.12, or 1002.13 of this Part, the ROI date shall be:

- (1) in the case of final payments on capital construction contracts, 30 calendar days after the date on which the contract work has been accepted by the Project Manager or Chief Engineer of the Corporation or their designee;
- (2) in the case of contracts which required that the contractor be paid at predetermined intervals, other than leases licenses or permits relating to the use of real property, the 45<sup>th</sup> calendar day prior to each payment date specified in the contract, or the date upon which a proper invoice, if required, is submitted, whichever date is later; or
- (3) in the case of periodic payments pursuant to leases, licenses or permits relating to the use of real property of which an invoice is not required by the instrument, the 45<sup>th</sup> day prior to the last day under the instrument on which payment may be made without penalty, or the 45<sup>th</sup>

day prior to the 20<sup>th</sup> day after the payment due date where the instrument does not provide for a penalty upon late payment;

- (4) in the case of interest payments required to be paid pursuant to this Part, the payment date for the late payment as to which interest is due;
- (5) in all other cases, the date of the receipt of a proper invoice as defined in section 1002.2(g) of this Part.

(b) The ROI date determined in accordance with subdivision (a) of this section shall be adjusted in the situations described in Section 1002.8, 1002.9, 1002.10, 1002.10, 1002.11, 1002.12 and 1002.13 of this Part, in accordance with the procedures outlined in those sections.

(c) Effective July 1, 1989. Except where adjusted pursuant to sections 1002.8, 1002.9, 1002.10, 1002.11, 1002.12, or 1002.13 of this Part, the ROI date shall be:

- (1) in the case of final payments on capital construction contracts, 30 calendar days after the date on which the contract work has been accepted by the Project Manager or Chief Engineer of the Corporation or their designee;
- (2) in the case of contracts which required that the contractor be paid at predetermined intervals, other than leases licenses or permits relating to the use of real property, the 30th calendar day prior to each payment date specified in the contract, or the date upon which a proper invoice, if required, is submitted, whichever date is later; or
- (3) in the case of periodic payments pursuant to leases, licenses or permits relating to the use of real property of which an invoice is not required by the instrument, the 30<sup>th</sup> day prior to the last day under the instrument on which payment may be made without penalty, or the 30<sup>th</sup> day prior to the 20<sup>th</sup> day after the payment due date where the instrument does not provide for a penalty upon late payment;
- (4) in the case of interest payments required to be paid pursuant to this Part, the payment date for the late payment as to which interest is due;
- (5) in all other cases, the date of the receipt of a proper invoice as defined in section 1002.2(g) of this Part.

(d) The ROI date determined in accordance with subdivision (a) of this section shall be adjusted in the situations described in Section 1002.8, 1002.9, 1002.10, 1002.10, 1002.11, 1002.12 and 1002.13 of this Part, in accordance with the procedures outlined in those sections.

#### 1002.6 INTEREST ELIGIBILITY

(a) Effective through June 30, 1989, interest shall be calculated and paid at the daily rate pursuant to section 1002.7 of this Part on all interest eligible payments, as determined in accordance with Section 1002.3 of this Part, when the payment date is more than 45 calendar days after the ROI date.

(b) Effective July 1, 1989, interest shall be calculated and paid at the daily rate pursuant to section 1002.7 of this Part on all interest eligible payments, as determined in accordance with section 1002.3 of this Part, when the payment date is more than 30 calendar days, excluding legal holidays, after the ROI date.

#### 1002.7 Computation of Interest Payment

(a) Interest under this Part shall be computed at the daily rate in effect on the date the interest is paid, as set by the State Tax Commission for corporate taxes pursuant to section 1096(e) (1) of the Tax Law.

(b) Interest payments on amounts due to a contractor pursuant to this Part shall be paid to the contractor for the period beginning on the day after the required payment date and ending on the payment date.

(c) In the case of interest payments of amounts due to a contractor pursuant to this Part under a lease, license or permit in relation to the use of real property, where the instrument provides for a penalty for late payment, the Corporation shall pay the contractor the greater of the interest the contractor would be entitled to pursuant to this Part, or the penalty provided for under the instrument, but not both.

(d) In no event shall interest accrue beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

### ADJUSTMENT OF ROI DATE

#### 1002.8 INSPECTION OR AUDIT

(a) The ROI date shall be adjusted in accordance with subdivision (b) or (c) of this section whenever, in accordance with specific provisions of statute, regulation or the contract, payment must be preceded by an inspection period or by an audit to determine the resources applied or used by a contractor in fulfilling the terms of the contract or otherwise to verify that the work, goods or services billed for were provided in accordance with the contract.

(b) Except as provided in subdivision (c) of this section, where a contract provides for an inspection or audit period, the ROI date shall be the original ROI date increased by the lesser of:

- (1) the number of days provided for the inspection or audit; or
- (2) the number of days actually utilized for the inspection or audit; provided, however, that where the audit or inspection period began prior to the date of receipt of an invoice, the ROI date shall be the date that the required inspection or audit has been completed, or the date that the statutory, regulatory or contractual inspection or audit period ends, whichever date is earlier, but in no event shall the ROI date be earlier than the date of the receipt of an invoice as defined in section 1002.2(g) of this Part.

(c) Whenever in the course of an audit or inspection as described in subdivision (a) of this section, the Corporation determines that there is a defect in the delivered goods, property or service, or defects in the invoice, or suspected improprieties of any kind, the Corporation shall, no later than the expiration of the statutory or contractual audit or inspection period, notify the contractor of the defect or impropriety. In such case, the ROI date shall be the date that the corrected invoice, or goods or services, are delivered or provided, or the date that the impropriety is resolved, except where the Corporation has failed to notify the contractor of such defect or suspected impropriety prior to the expiration of the audit or inspection period. In such case, the ROI date shall be the ROI date as determined in accordance with the preceding sentence, reduced by the number of days after the expiration of the audit or inspection period which the agency took to notify the contractor of the defect or suspected impropriety.

#### 1002.9

#### LACK OF APPROPRIATION OR FUNDS

(a) The ROI date shall be determined in accordance with subdivision (b) of this section whenever the necessary Federal, State, or local government appropriation or action required to authorize payment has yet to be enacted or taken or the funds have not been released.

(b) (1) Except in the situations covered by paragraph (2) of this subdivision, the ROI date shall be the effective date of the required appropriation, action or release of funds.

(2) Where the ROI date would otherwise be determined in accordance with section 1002.5(a) (2) of this Part and the appropriation or action to authorize payment is not in effect on the payment date specified in the contract or the funds have not been released, the ROI date shall be the ROI date determined in accordance with section 1002.5(c) (2) of this Part increased by the number of days between the payment date specified in the contract and the date the appropriation or action is effective or the funds are released.

#### 1002.10

#### GOVERNMENT REVIEW OF INVOICE

(a) The ROI date shall be determined in accordance with subdivision (b) of this section whenever a proper invoice must be examined by the Federal, State or a local government prior to payment or whenever payment of an invoice must be processed by an entity, including but not limited to a government agency or public authority that is not under the Corporation's control.

(b) The ROI date shall be the original ROI date increased by a number of days equal to the number of days between the date that the Corporation transmits the invoice to the Federal, State or local government for examination and the date that the Corporation receives the approved invoice from the government entity following its review or the number of days between the date that the Corporation submits the invoice for payment to an entity not under its control and the date on which that entity pays the invoice.

#### 1002.11

#### NONCOMPLIANCE WITH CONTRACT

- (a) The ROI date shall be determined in accordance with subdivision (c) of this section whenever the goods or property have not been delivered or the services have not been rendered by the contractor in compliance with the terms or conditions of the contract, including but not limited to over- or under-shipment of goods.
- (b) The Corporation shall notify the contractor in what respect the delivered goods or the rendered services are not in compliance with the contract. The notice shall further inform the contractor of what action the Corporation requires by the contractor in order to rectify the areas of noncompliance.
- (c) The ROI date shall be the original ROI date increased by a number of days equal to the number of days between the date that the agency sends a written notice to the contractor that the delivered goods or the rendered services are not in compliance with the contract and the date that the areas of noncompliance are resolved to the Corporation's satisfaction.

#### 1002.12

#### CAPITAL CONSTRUCTION CONTRACTS

- (a) The ROI date shall be adjusted whenever, in the case of any payments on capital construction contracts, the Corporation's Project Manager or Chief Engineer or their designee determines that the contractor has failed to properly submit the necessary documents and other materials prescribed by or provided for in the contract specifications, terms and conditions, or requirements, or by any applicable local, State and Federal law or regulation, in order to enable the Corporation to process the payment properly and expeditiously.
- (b) The Corporation's Project Manager or Chief Engineer or their designee shall send written notice to the contractor of his failure to submit the necessary documents and materials. The notice shall indicate all documents and materials required.
- (c) The ROI date shall be the original ROI date increased by the number of days beginning on the date that the Corporation's Project Manager or Chief Engineer or their designee sends written notice to the contractor of his failure to submit the necessary documents and materials and ending on the date that the Corporation receives the necessary documents and materials.

#### 1002.13

#### NOTICE OF DEFECTS

- (a) The Corporation shall have 15 calendar days after receipt of an invoice at its designated payment office to notify the contractor of (1) defects in the delivered goods, property or services, (2) defects in the invoice, or (3) suspected improprieties of any kind.
- (b) Except as provided in subdivision (c) of this section, when the Corporation notifies a contractor of such defects or suspected improprieties and the contractor thereafter submits a corrected invoice or delivers corrected goods or services, the ROI date shall be the date upon which the corrected invoice or corrected goods or services are received by the Corporation. If a corrected invoice or corrected goods

or services are not required, the ROI date shall be the date upon which the Corporation determines that the suspected improprieties have been resolved.

(c) If the Corporation fails to notify a contractor of such defects or suspected improprieties within 15 calendar days of receipt of an invoice, the ROI date, as determined by subdivision (b) of this section, shall be adjusted to an earlier date by the number of days equal to the days in excess of 15 that the Corporation took after receipt of an invoice to notify the contractor of the defects or suspected improprieties.

## MISCELLANEOUS

### 1002.14 SOURCES OF FUNDS

For interest payments required by this Part covering invoices on purchased goods, property or services which are other than capital in nature, the Corporation may use operating revenues, State and local operating assistance funds, State and local tax subsidies, investment income, and any other sources of operating funds which are or may become available for such purpose. For interest payments required by this Part covering invoices on purchased goods, property or services which are of a capital nature, the Corporation may use any available governmental capital appropriations, Triborough Bridge and Tunnel Authority Investment Income, MTA Investment Income, and any other sources of capital funds which are or may become available for such purpose.

### 1002.15 NO WAIVER OR ESTOPPEL

(a) No acceptance or other certificate given by the Corporation under this Part or the payment of interest, shall be construed to waive or estop the Corporation from asserting any claim or right relating to any defect or nonconformity in any goods, work or services, whether patent or latent, regardless of when discovered.

(b) No obligation or liability for interest, nor the actual payment of any such interest under this Part, shall be construed as indicating or implying that the contractor's performance relating to such payment was in all respects satisfactory, acceptable, proper or in conformance with the contract documents, and the fact that the Corporation may have paid or be obligated to pay such interest, shall not preclude the Corporation from later determining that the work performed or goods delivered, as the case may be, was not satisfactory or acceptable or proper or in conformance with the contract.

### 1002.16 REVIEW

(a) Any determination made by the Corporation pursuant to this Part that prevents the commencement of or interrupts the time in which interest will be paid shall be subject to administrative review. A contractor aggrieved by any such determination of the Corporation shall, within 30 calendar days of the date of the determination or the payment of the invoice, whichever is later, submit a notice of intention to make a claim for interest in writing to the Comptroller of the Corporation. The notice of intention to make a claim for interest shall include an

identification of the contract, by date and number, under which the claim is made, the date on which a proper invoice was submitted, or on which the goods or services were delivered, or on which payment was otherwise due, the reason given by the Corporation, if any, for why commencement of the time in which interest was to be paid was prevented or interrupted, and the facts and circumstances which, in the Contractor's opinion, show that the commencement of the time in which interest was to be paid should not have been prevented or interrupted.

(b) A notice of intention to make a claim for interest under this section must be received by the Comptroller of the Corporation no later than 30 days from the determination of the Corporation being challenged or the payment of the invoice, whichever is later. Within 30 calendar days of timely receipt of a proper and complete notice of intention to submit a claim for interest, the Comptroller of the Corporation shall either deny the claim or grant the claim in whole or in part. If the Comptroller grants the claim in whole or in part, the Corporation shall, within seven calendar days, excluding legal holidays, pay the contractor the additional interest to which he is entitled. A failure by the Comptroller to rule on a claim within this section within 30 calendar days shall be deemed a denial of such claim.

(c) A determination by the comptroller of the Corporation adverse to the contractor either in whole or in part shall be subject to judicial review in a proceeding pursuant to article 78 of the Civil Practice Law and Rules. No determination by the Corporation under this Part which has not first been reviewed by the Comptroller of the Corporation pursuant to this section shall be subject to judicial review.

#### 1002.17

#### RECOVERY OF INTEREST

In any case where the Corporation has paid interest under this Part and later determines that the interest was wrongly or incorrectly paid, whether because of mistaken calculation of delay in payment or of interest due, or because the payment made, or any part of it, was not properly due to the contractor for any reason, or because of any other circumstance or state of facts, the Corporation may recover the interest wrongly or incorrectly paid by means of a demand to the contractor for the repayment of the interest or a setoff against future payments to the contractor or by any other lawful means including a court action or proceeding.

## **APPENDIX D**

### **Minority and Women-Owned Business Enterprise Program Submission Requirements (Requests for Proposals)**

#### **A. NEW YORK STATE LAW AND REGULATIONS**

Proposers are advised that this contract is subject to the provisions of Article 15-A of the New York Executive Law (the "State MBE/WBE Law") and implementing regulations set forth in Chapter XIV, Parts 140 to 145 of Title 5 NYCRR (the "Regulations") establishing a policy and program of the State to promote equality of economic opportunity for business enterprises owned by minority group members and women. It is the policy of the Metropolitan Transportation Authority ("MTA") and its subsidiary and affiliated agencies that Minority and Women-Owned Business Enterprises ("MBE/WBEs"), which are certified as such by Empire State Development, Division of Minority and Women's Business Development ("DMWBD"), are provided the maximum feasible opportunity to participate in the performance of this contract. Each proposer shall take all necessary and reasonable steps to ensure that MBE/WBEs participate and perform work on this contract. A copy of the applicable State MBE/WBE Law and Regulations is available upon written request to the Authority's Contract Manager ("Contract Manager").

For this contract, the Contract Manager's name, telephone number and address are:

Name: Gavin Masterson

Telephone No.: 646-252-7080

Address: 2 Broadway, 24<sup>th</sup> floor, New York, NY 10004

#### **B. CONTRACT PROVISIONS**

The successful proposer and the Authority agree as a condition for the award of this contract, to be bound by the provisions of the State MBE/WBE Law and the accompanying Regulations. This Appendix summarizes the relevant provisions of the State MBE/WBE Law and the Regulations. Unless otherwise stated, all terms used in this Appendix shall have the meaning ascribed to them in the State MBE/WBE Law and the Regulations. In the event there is a difference between what is set forth in this Appendix and what is set forth in the State MBE/WBE Law and the Regulations, which are incorporated herein by reference, the State MBE/WBE Law and the Regulations shall govern. The term contractor refers to contractor or consultant, and the term subcontractor refers to subcontractor or subconsultant.



### **C. GOALS**

The respective goals specified for the utilization of minority and women-owned business enterprises expressed as a percentage of the total contract price, including change orders issued pursuant to the changes provision of this contract are:

10% for MBE

and

10% for WBE

These goal percentages are subject to the requirements of the State MBE/WBE Law, the Regulations and the provisions of this contract. In the event the successful proposer's proposed level of MBE/WBE participation is less than this prescribed level of MBE/WBE participation, to remain eligible for contract award, the successful proposer must satisfy the good faith efforts requirements set forth in paragraph L below.

The MTA Department of Diversity and Civil Rights, acting on behalf of the Authority, is responsible for determining compliance by the proposer/offeror with MBE/WBE requirements established in this contract. The successful proposer/offeror shall make all MBE/WBE-related submissions required by this contract to the Contract Manager with a copy to the MTA Department of Diversity and Civil Rights, to the attention of:

Name: Carl Lee

Metropolitan Transportation Authority  
Department of Diversity and Civil Rights  
2 Broadway, 16th Floor  
New York, NY 10004

### **D. STATE DIRECTORY**

1. In accordance with the State MBE/WBE Law, DMWBD is empowered and requires its director (the "Director"), among other things, to promulgate a directory (the "State Directory") of minority and women-owned business enterprises certified pursuant to the Regulations ("certified businesses"). The State Directory may be accessed on line at: [www.empire.state.ny.us](http://www.empire.state.ny.us).
2. Under the State MBE/WBE Law and Regulations, proposers can only use MBEs and WBEs listed in the State Directory to satisfy the goals in the contract. For the purpose of the federal government's Disadvantaged Business Enterprise ("DBE") Program, the MTA Department of Diversity and Civil Rights has certified certain minority and women-owned business enterprises as DBEs. A firm certified by the MTA Department of Diversity and Civil Rights as a DBE for the federal DBE program,

which is not listed in the State Directory may not be used to satisfy MBE/WBE goals established for this contract. YOU MUST USE THOSE FIRMS IN THE STATE DIRECTORY.

#### **E. PROMPT PAYMENT TO SUBCONTRACTORS AND RETAINAGE**

For public work contracts, the prime contractor is required by law to pay all subcontractors, including each MBE/WBE subcontractor under this prime contract for the work performed under its subcontract no later than seven (7) calendar days from the receipt of any payment the prime contractor receives from the Authority for work performed by the subcontractor, and to pay interest at the rate required by law if payment is not made within the aforesaid seven (7) calendar days.

For all contracts other than public work contracts, the prime contractor agrees to pay all subcontractors under this prime contract for the satisfactory performance of their subcontracts no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Authority for work performed by the subcontractor.

If this prime contract includes retainage, the prime contractor may not retain more than the lesser of five percent (5%) or the retainage percentage provided in the contract between the Authority and prime contractor, except that the prime contractor may retain not more than ten percent (10%) of each payment to the subcontractor where, prior to entering into a subcontract with the prime contractor, the prime contractor requested that the subcontractor provide a performance bond and a payment bond for subcontractors, labor and/or material suppliers, each in the full amount of the subcontract and the subcontractor was unable or unwilling to provide such bonds.

The prime contractor must return retainage to any subcontractors within thirty (30) days of receiving a payment from the Authority which returns the prime contractor's retainage for work satisfactorily performed by the subcontractor.

#### **F. MBE/WBE UTILIZATION PLAN**

1. A proposer is required to include in its technical proposal its MBE/WBE Utilization Plan. The MBE/WBE Utilization Plan shall include the name, address, telephone number and Federal identification number of the proposer. The MBE/WBE Utilization Plan description shall include a statement that the proposer will achieve the MBE/WBE goals or use good faith efforts to do so as specified in this Appendix and shall show for each MBE/WBE firm: (i) the name, address and Federal identification number of the MBE/WBE the proposer intends to use if awarded this contract, (ii) a description of the services/work to be performed by the MBE/WBE and, (iii) the estimated or, if known, actual dollar amounts to be paid to the MBE/WBE firm, and (iv) the approximate performance dates of each component of the contract to be performed by each such MBE/WBE firm.
2. A proposer is required to submit with its cost proposal a properly completed and executed "MBE/WBE Utilization Plan Form" (Form 15A.1) and an Intent to Perform

as Subcontractor/Subconsultant Form (Form 15A.4) for each MBE/WBE firm identified on Form 15A.1. The cost proposal shall include the dollar value and cost breakdown of each subcontract for each MBE/WBE identified in the technical proposal. Proposers have been furnished with these forms in the solicitation document. Additional forms may be obtained from the MTA Department of Diversity and Civil Rights. The Authority, in its sole discretion, may extend the submission period for a reasonable time.

3. If a proposer is a joint venture, or has a teaming agreement, or other similar arrangement that includes a MBE/WBE, and proposes to include such MBE/WBE participation in its proposal for meeting the goals, it must submit the following to the Contract Manager for review and approval:
  - a. The name, address, telephone number and Federal identification of each partner or party to the agreement;
  - b. The Federal identification number of the joint venture or entity established to respond to this solicitation, if applicable;
  - c. A copy of the agreement establishing the joint venture, team, or other similar arrangement. If that agreement does not specify and describe the percentage of interest owned by each party to the agreement and the value contributed/added by each party, you must provide copies of other document(s) which provide the missing information; and
  - d. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, the teaming agreement or other similar arrangement.
4. If a revised scope of services or cost proposal is requested by the Contract Manager, unless otherwise approved in writing in advance by the Contract Manager, a revised MBE/WBE Utilization Plan Form (Form 15A.1) and the accompanying Intent to Perform as Subcontractor/Subconsultant Form (Form 15A.4) for each MBE/WBE firm identified on the Form 15A.1, must be submitted which: (i) achieves the percentage goals set forth in paragraph C, and (ii) provides for the proposer to use the same MBE/WBE firms specified in its original MBE/WBE Utilization Plan Form (Form 15A.1) or as specified in paragraph J .
5. By listing a firm on its MBE/WBE Utilization Plan Form (Form 15A.1) and submitting the accompanying Intent to Perform as Subcontractor/Subconsultant Form (Form 15A.4), the proposer is representing the following:
  - a. It intends to use the firm for the work specified in the MBE/WBE Utilization Plan Form (Form 15A.1) and accompanying Intent to Perform as Subcontractor/Subconsultant Form (Form 15A.4), including any change order work required to perform the specified work;
  - b. On the basis of information known to it and after reasonable inquiry, it believes such firm is a certified MBE/WBE and is technically and financially qualified to perform the work specified and that the firm is available to perform the work;

- c. If it is awarded the contract, it will enter into a subcontract with such MBE/WBE (or an approved substitute), subject to the terms and conditions of this contract, and provided that the MBE/WBE is certified by the NYS DMWBD for the work described and at the price set forth in the MBE/WBE Utilization Plan Form (Form 15A.1) and accompanying Intent to Perform as Subcontractor/Subconsultant Form (Form 15A.4);
- d. It will not substitute a MBE/WBE firm listed in its MBE/WBE Utilization Plan Form (Form 15A.1) and accompanying Intent to Perform as Subcontractor/Subconsultant Form (Form 15A.4), unless the Authority provides prior written approval in accordance with paragraph O below; and
- e. If proposer is a MBE/WBE and lists itself on the MBE/WBE Utilization Plan Form (Form 15A.1) and accompanying Intent to Perform as Subcontractor/Subconsultant Form (Form 15A.4), that it will perform the work specified therein with its own workforce; and
- f. If the proposer is part of a joint venture, or has a teaming agreement, or other similar arrangement with a certified MBE/WBE, its value added or participation is equal to the percentage of the goals set forth in proposal.

#### **G. CONTRACTOR'S OBLIGATION TO MEET MBE/WBE GOALS**

A contractor is contractually obligated to make good faith efforts to meet MBE/WBE goals in its approved MBE/WBE Utilization Plan using the certified MBE/WBE firms to the extent indicated. If the contractor is unable for any reason to meet the goal or utilize a previously identified MBE/WBE firm in an approved plan, the contractor must promptly give written notice to the MTA Department of Diversity and Civil Rights with details of deficiency and the plan to remedy the deficiency. Any request by a contractor for a waiver of goals contained in its approved MBE/WBE Utilization Plan must be made in accordance with paragraph J of this Appendix. A contractor remains obligated to make good faith efforts to meet the goals in its approved MBE/WBE Utilization Plan using the certified MBE/WBE firms identified in its Plan, absent the contractor having been granted a waiver.

#### **H. CREDIT TOWARD MBE/WBE GOALS**

No credit toward meeting either or both the MBE or WBE goal will be allowed unless the DMWBD has certified a firm as a MBE or WBE. Only the value of the work actually performed by the MBE or WBE will be counted toward the respective goal.

1. The MTA Department of Diversity and Civil Rights will credit expenditures to a MBE/WBE contractor toward MBE/WBE goals, only if the MBE/WBE provides an actual service other than acting as an intermediary between a supplier and customer. Contractors using MBE or WBE firms merely to pass through funds and invoices will not be given credit toward the goal. Contractors are prohibited from claiming credit toward the goal from any such uses of MBE or WBE firms.

2. A prime contractor which is certified as a MBE may use the work it performs to meet the MBE goal and a prime contractor which is certified as a WBE may use the work it performs to meet the WBE goal.
3. A firm which is certified both as a MBE and a WBE may be counted towards either a MBE goal or a WBE goal but such participation may not be counted towards both goals or divided between the MBE goal and the WBE goal.
4. The MTA Department of Diversity and Civil Rights will only allow 25% credit of the total cost for supplies toward achievement of the MBE/WBE goal if a firm is certified as a broker. If a firm is certified as a supplier, the MTA Department of Diversity and Civil Rights will credit 100% of the total cost toward achievement of the MBE/WBE goal.

#### **I. DEFICIENCIES IN PROPOSER MBE/WBE UTILIZATION PLAN**

Within twenty (20) days of receipt of a proposer's MBE/WBE Utilization Plan, the Contract Manager will send a written notice to the proposer of acceptance or deficiency of the Plan. If the notice specifies a deficiency, within seven (7) business days after receipt, the proposer must deliver to the Contract Manager a written response to the notice of deficiency. Failure to timely respond may be grounds for disqualification.

The Contract Manager may agree in writing to allow (i) additional time to submit, or (ii) additional submissions after the seven (7) business day period, based upon its determination that the proposer is making a good faith attempt to submit a response or to correct the deficiencies.

#### **J. WAIVERS**

##### **1. When to Request a Total or Partial Waiver:**

- a. If the contract has not yet been awarded, a proposer may request a waiver simultaneously with the proposer's submission of its MBE/WBE Utilization Plan, if that plan fails to demonstrate that the firm will meet the goals.
  - b. If a proposer's remedy to a notice of deficiency of the MBE/WBE Utilization Plan is not timely provided or is found by the Authority to be inadequate, the proposer shall request a waiver within five (5) business days of request by the Authority.
  - c. If the contract has been awarded to the firm and its MBE/WBE Utilization Plan has been approved, the contractor shall request a waiver at the earlier of the following: a) promptly after the contractor realizes that it will not meet the goals; or b) prior to the submission of request for final payment on the contract.
2. Waiver Form: A request for a waiver must be made by submitting a completed "Request for Total or Partial Waiver of MBE/WBE Goals Pursuant to MBE/WBE

Utilization Plan Form” (Form 15A.2) and the information specified therein. Additional forms are available upon request from the Contract Manager.

3. Evaluation of Requests: The MTA Department of Diversity and Civil Rights will evaluate and determine whether to grant a request for a total or partial waiver of goal requirements in accordance with the Regulations and on the basis of the information provided on Form 15A.2 and such other information as the MTA Department of Diversity and Civil Rights deems relevant. The goals set by the MTA Department of Diversity and Civil Rights are based on the criteria set forth in the Regulations. The MTA Department of Diversity and Civil Rights will consider whether the proposer/contractor made good faith efforts to identify and afford subcontracting opportunities to MBEs and WBEs, which were technically and financially qualified to perform the work specified, available to perform the work, and submitted competitive proposals.
4. A contractor requesting a waiver shall submit its written request to the Contract Manager, with a copy to the MTA Department of Diversity and Civil Rights. Requests for a waiver shall include a copy of all documentation supporting the request as specified in the Regulations and in Form 15A.2. The contractor and/or subcontractor shall supply any additional information and/or documentation applicable to the request for a waiver that the Contract Manager or the MTA Department of Diversity and Civil Rights requests. Contractors and/or subcontractors that intend to file a post-award request for a waiver will be subject to all pre-award MBE and WBE requirements set forth in the contract documents.

#### **K. GOOD FAITH EFFORTS**

The MTA Department of Diversity and Civil Rights shall not grant any automatic waivers of goal requirements but may consider any criteria it determines relevant or which a proposer/contractor submits to document its good faith efforts, provided that the criteria set forth in the Regulations (*see* Section 142.8) will, at a minimum, be considered for purposes of determining whether a proposer/contractor has documented good faith efforts.

#### **L. DISQUALIFICATION OF PROPOSER**

The Authority may disqualify a proposer as non-responsible: (i) for failure to submit a MBE/WBE Utilization Plan; (ii) for failure to respond to deficiencies in the MBE/WBE Utilization Plan notice in accordance with paragraph I above; or (iii) upon a determination that the proposer’s MBE/WBE Utilization Plan does not show that the goal requirements will be met and the proposer has not documented that it has made good faith efforts to develop a MBE/WBE Utilization Plan that satisfies the goal requirements. The Authority shall issue to a disqualified proposer a notice of disqualification and statement of reasons for its final decision. The disqualified proposer may request a hearing in accordance with the procedures outlined in Executive Law Article 15-A and the Regulations. See paragraph M, below.

#### **M. COMPLAINTS BY A PROPOSER**

A proposer who has received a written notice of disqualification prior to the award of a contract, as outlined above, may file a complaint with the Executive Director of the DMWBD ("Director") within five (5) days of receiving such a notice. The proposer shall serve a copy of its complaint upon the Director and the Authority by personal service or certified mail, return receipt requested.

After the contract has been awarded, a contractor who is notified by the Authority that its MBE/WBE Utilization Plan is deficient may file a complaint within twenty (20) days of such notice with the Director asserting that the Authority unreasonably: (i) denied in whole or part a request for waiver of a goal; (ii) determined that the contractor has not acted in good faith, has failed, or is failing or refusing to comply with a goal; or (iii) failed to grant or deny a request for waiver within twenty (20) days of its receipt of a completed Form 15A.2.

The procedure and requirements for filing and resolving such a complaint are set forth in the Regulations.

#### **N. REMEDIES FOR CONTRACTOR'S FAILURES**

In the event of a contractor's willful and intentional failure to comply with the State MBE/WBE Law, the Regulations or the provisions of this contract governing MBE/WBE participation requirements, and in the event the Authority elects not to follow the procedures set forth in paragraph U below, the contractor shall be liable to the Authority for liquidated damages in an amount equal to fifty percent (50%) of the difference between the dollar amount of MBE/WBE participation set forth in the contractor's approved MBE/WBE Utilization Plan and the actual dollar amount credited by the Authority for such participation. Such a willful and intentional failure on the part of the contractor shall also constitute a breach of this contract and the Authority may avail itself of such other remedies as are provided in the contract or at law or equity on account of such breach.

#### **O. MBE/WBE MODIFICATIONS**

In the event that a contractor wishes to modify its MBE/WBE Utilization Plan (Form 15A.1) after its submission or after a contract is awarded, then the contractor must notify Project Manager (with a copy to the Contract Manager), in writing, and request approval for the modification. A prime contractor may not, without the Authority's prior consent, terminate for convenience a MBE or WBE subcontract approved under this contract and then perform the work of the contract with its own forces or those of an affiliate. A modification includes any change to items of work, material, services, subcontract value or MBE/WBE firms, which differ from those identified on the approved MBE/WBE Utilization Plan (Form 15A.1). When a MBE/WBE subcontractor or subconsultant is terminated or fails to complete its work for any reason, the prime contractor must make good faith efforts to find another MBE/WBE subcontractor to substitute for the original

MBE/WBE. These good faith efforts must be directed at finding other MBE/WBEs to perform at least the same amount of work under the contract as the former MBE/WBE to the extent needed to meet the contract goal. The contractor must provide the Project Manager (with a copy to the Contract Manager) with any and all documentation and information as may be requested with respect to the modification, which, at a minimum must include the documentation detailed in Section 142.8(a) of the Regulations. If the MTA Department of Diversity and Civil Rights determines that the prime contractor failed to make good faith efforts, the Authority may avail itself of the remedies included in this contract.

**P. EEO/NON-DISCRIMINATION**

1. The proposer agrees as a precondition to entering into a valid and binding contract, not to discriminate against any employee or applicant for employment for work under this contract, or any subcontract hereunder, by reason of race, creed, color, national origin, sex, age, disability or marital status, and that it shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on this contract. The proposer agrees to undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The proposer shall submit prior to the award of this contract, an equal employment opportunity ("EEO") policy statement to the Authority within seven days of receiving a notice of selection. The proposer's EEO policy statement must include the following language:
  - a. The contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on the contract.
  - b. The contractor will state in all solicitations or advertisements for employees that in the performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination.
  - c. At the request of the Authority, the proposer/contractor shall request each employment agency, labor union or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate and that such employment agency, labor union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.



- d. Except for construction contracts, prior to an award of a contract, the proposer shall submit to the Authority a staffing plan of the anticipated work force to be utilized on the contract or, when required, information on the contractor's total work force, including apprentices, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Authority. The information must be submitted on the Staffing Plan Form.
  - e. After the award of the contract, the contractor shall submit to the Authority a workforce utilization report, in a form and manner required by the Authority, of the work force actually utilized on the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Authority.
  - f. The contractor shall include these provisions in every subcontract for work performed in connection with this contract in such manner that the requirements of these provisions will be binding on each subcontractor as to work in connection with the contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status, and when requested, provide to the contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the contract.
- 3. Upon a written request, the MTA Department of Diversity and Civil Rights shall supply contractors with labor force availability data, for specific job titles that fall within the relevant occupational categories. Contractors may use this data to identify, recruit and retain minority group members and women for participation on this contract.
  - 4. The requirements of this paragraph shall not apply to any employment or application for employment outside New York State or solicitations or advertisements thereof, or any existing employment programs outside New York State.

#### **Q. EEO SUBMISSION REQUIREMENTS**

The successful proposer must submit to the Contract Manager, a, EEO-1 Form within seven calendar days after it receives verbal notification of the selection. All other proposers must submit the document within seven (7) calendar days of a verbal request from the Contract Manager. The Contract Manager will confirm, in writing, any verbal notification. However, the time frame for proposer's response is based upon the date of the verbal notification. Upon written request, the Contract Manager may extend the deadline for submission of an EEO-1 Form. If a proposer does not submit an EEO-1 Form, the proposal may be disqualified unless reasonable justification for such failure is provided in writing or a commitment is made to provide such document by a date certain established by the Authority. Requirements of this section will also be binding on each subcontractor.

## **R. CONTRACTOR COMPLIANCE REPORTING**

The MTA Department of Diversity and Civil Rights is responsible for determining compliance by the contractor with the EEO/nondiscrimination obligations and MBE/WBE goals established in the contract. The MTA Department of Diversity and Civil Rights may determine that the contractor is complying with the EEO/nondiscrimination obligations and MBE/WBE goals set forth in the MBE/WBE Utilization Plan (Form 15A. 1) by examining reports received from a contractor, on-site inspections, progress meetings regarding work required by the contract, or other Authority actions taken in the ordinary course of administering the contract.

## **S. REPORTING AND RECORDKEEPING**

1. The contractor shall submit to the Authority documentation concerning its performance in meeting the MBE/WBE goal during the term of the contract.
  - a. If the duration of this contract is less than one year, within sixty (60) days of the award date of this contract, unless extended by the Authority in writing, the contractor must enter into written subcontract agreement(s) with the MBE/WBEs listed in its MBE/WBE Utilization Plan (Form 15A.1) and accompanying Intent to Perform as a Subcontractor/Subconsultant (Form 15A.4) or with substitutes approved by the Authority.
  - b. If the duration of this contract is one (1) year or more, not later than thirty (30) days before a subcontractor commences work on the contract, unless extended by the Authority in writing, the contractor must enter into written subcontract agreement(s) with the MBE/WBEs listed in its MBE/WBE Utilization Plan (Form 15A.1) and accompanying Intent to Perform as a Subcontractor/Subconsultant (Form 1 5A.4) or with substitutes approved by the Authority.
  - c. The contractor immediately upon execution shall provide a copy of the contractor's executed subcontract agreement(s) with MBE/WBEs to the Authority, with a duplicate copy sent to the MTA Department of Diversity and Civil Rights.
  - d. The contractor must submit updated subcontract agreements with MBE/WBEs any time a significant change to items of work, material, services, or subcontract value occurs.
2. The contractor must submit a work schedule outlining when each MBE/WBE subcontractor will commence and complete work on the contract.
3. The contractor must submit monthly reports on progress toward meeting its MBE/WBE goal. The Monthly MBE/WBE Progress Reports (Form 15A.3), submitted with the contract documents, shall be mailed to the Project Manager with a copy to the MTA Department of Diversity and Civil Rights.

4. The contractor must promptly notify the Project Manager of any situation in which any progress payment is not made to a MBE/WBE subcontractor or supplier within the time frames set forth in this contract. Nothing herein shall create any obligation on the part of the Authority to pay or to see to the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor and materialman and the Authority.
5. The contractor must promptly inform the Project Manager (with a copy to the Contract Manager), in writing, when it has reason to believe its attainment of the MBE/WBE participation goal is in jeopardy. In this regard, the contractor must inform the Project Manager (with a copy to the Contract Manager), in writing, with supporting documentation, immediately upon learning that a MBE/WBE firm is unable or unwilling to perform the subcontracted services.
6. The willful making of false statements or the willful submission to MTA or the Authority of incorrect information shall be treated by the Authority as a breach of the contract.

**T. WORKFORCE UTILIZATION REPORTS**

1. Prior to the award of this contract the proposer shall submit an EEO Policy Statement and a staffing plan, as described in Section 143.3 of the Regulations. Where the work force to be utilized in the contract cannot be separated out from the contractor's and/or subcontractor's total work force, the proposer shall submit to the Contract Manager, instead of the staffing plan, a report of contractor's and/or subcontractor's total work force, including apprentices, broken down by specified ethnic background, gender and Federal occupational categories. The information must be submitted on the Staffing Plan Form. A proposer's failure to submit an EEO Policy Statement and a staffing plan or total work force data shall result in the rejection of the proposal unless the proposer provides the Authority with a reasonable justification in writing for such failure or makes a commitment to submit an EEO Policy Statement and a staffing plan or work force data by a date certain established by the MTA Department of Diversity and Civil Rights.
2. After the award of a the contract, and where the work force to be utilized in the performance of the contract can be separated from the contractor's and/or subcontractor's total work force the contractor shall submit on a monthly basis, throughout the life of the contract, a workforce utilization report to the Project Manager, which details the number of employees that worked on activities related to this contract. For commodities, service/consulting and professional construction consultant contracts, the work force utilization report shall include the contractor's and subcontractor's work force on the contract broken down by ethnic background, gender and Federal occupational categories. For construction contracts, the work force utilization report shall include the hours a contractor's and subcontractor's employees worked on activities related to the contract and a break down of those

hours by ethnic background, gender and the construction related job titles that fall within the relevant Federal occupational categories. For construction contracts the work force utilization reports shall be submitted on a monthly basis throughout the life of the contract. For all other contracts the contractor shall submit work force utilization reports on a quarterly basis throughout the life of the contract when the contractor's and/or subcontractors' work force changes. If the contractor's and/or subcontractor's work force does not change within the quarterly period, the contractor shall so notify the Authority. The information must be submitted on the appropriate MTA standard form WF-257. In instances where a contractor's/subcontractor's workforce cannot be broken out, the contractor/subcontractor must affirm such and submit an EEO-1 Form detailing its current workforce, on a semiannual basis throughout the life of the contract.

3. During the lifetime of the contract, the contractor shall undertake or continue existing EEO programs and shall ensure that all subcontractors comply with the EEO requirements.

**U. COMPLAINT BY THE AUTHORITY AGAINST CONTRACTOR TO NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT – FAILURE TO COMPLY WITH THE MBE/WBE PROGRAM OR BAD FAITH, WILLFUL AND INTENTIONAL FAILURE TO COMPLY**

In the event the Authority determines that the contractor has failed to comply with the State MBE/WBE Law, the Regulations or this contract, including that contractor has acted in bad faith or has willfully and intentionally failed to comply with the same and elects not to enforce its rights as set forth in Paragraph N, above, the Authority may file a complaint with the Director pursuant to Executive Law, Section 316, seeking specified remedies, which include, but are not limited to, the imposition of various sanctions, fines or penalties against the contractor. The procedure and requirements with respect to filing and resolving any such complaint are set forth in the Regulations. The contractor is hereby put on notice that the penalties imposed by the Director for any violation which is premised upon either a fraudulent or intentional misrepresentation by the contractor or the contractor's willful and intentional disregard of the minority and women-owned participation requirement included in the contract may include a determination that the contractor shall be ineligible to submit a proposal to any contracting State agency, which is defined in the State MBE/WBE Law and the Regulations to include any MTA Agency, and many other non-MTA agencies, or be awarded any State agency contract for a period not to exceed one (1) year following the final determination; provided however, if a contractor has previously been determined to be ineligible to submit a proposal pursuant to applicable regulations, the penalties imposed for any subsequent violation, if such violation occurs within five (5) years of the first violation, may include a determination that the contractor shall be ineligible to submit a proposal to any contracting State agency or be awarded any State agency contract for a period not to exceed five (5) years following the final determination.

**V. SUBSEQUENT RESPONSIBILITY DETERMINATIONS**

The Authority may take into account information regarding a contractor's compliance

with the MBE/WBE program requirements under this contract, including, but not limited to its failure to meet goals or to demonstrate good faith efforts to meet same, etc, as well as information of willful or intentional failures, fraud or intentional misrepresentations on the part of the contractor, as described in the State MBE/WBE Law and Regulations, in rendering determinations as to whether the contractor, having submitted a proposal in connection with future contract solicitations, should be found to be a responsible proposer, as required pursuant to Section 1209 or 1265-a, as applicable, of the Public Authorities Law.

**W. PROHIBITION OF AGREEMENTS TO RESTRICT COMPETITION**

Agreements between a proposer and a MBE/WBE firm in which the MBE/WBE firm agrees not to provide subcontracting quotations to any other proposers are prohibited.

CONTRACT NO. and TITLE: \_\_\_\_\_ CONTRACT VALUE \$ \_\_\_\_\_  
AMOUNT OF TOTAL CONTRACT PRICE THAT IS ATTRIBUTABLE TO WORK PERFORMED IN NEW YORK STATE: \$ \_\_\_\_\_

## MBE/WBE UTILIZATION PLAN FORM

(Form 15A.1)

**INSTRUCTIONS:** See Section IV, paragraph 6 of the Contract Documents

Name, Address, Telephone Number of MBE/WBE (including name of contact person, Federal I.D.# or Social Security Number)	Indicate if MBE or WBE	Description of Work, Products and/or Services to be provided	Agreed Dollar Amount of MBE/WBE Subcontract	MBE/WBE % of Work Performed in New York State	MBE/WBE Projected Start and Completion Date

If the Proposer/Bidder is a corporation, partnership, or joint venture, this form must be signed respectively, by the president of the corporation, a general partner, or the president/general partner of one of the joint ventures. If it is signed by anyone else, you must include appropriate proof (such as certified copy of the by-laws, partnership agreement or joint venture agreement) which confirms that the person signing this form is authorized to do so. By signing below, the Proposer/Bidder authorizes the Authority to verify all information provided on this form.

PROPOSER/BIDDER: \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

**REQUEST FOR TOTAL OR PARTIAL WAIVER OF MBE/WBE GOAL(S)**  
**PURSUANT TO MBE/WBE UTILIZATION PLAN FORM**  
(Form 15A.2)

PROPOSER/BIDDER/CONTRACTOR: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Total Contract Dollar Value: \_\_\_\_\_

A Proposer/Bidder/Contractor failing to achieve the MBE/WBE goal(s) as specified in the Contract Documents must submit this form (Request for Total or Partial Waiver of MBE/WBE Goal(s) - Form 15A.2) and the documentation of good faith efforts specified in Part II of this form, at the time provided for the submission of the MBE/WBE Utilization Plan (Form 15A.1), or if the contract is already awarded, as soon as the Contractor realizes that it will not achieve a goal, or prior to final payment on the contract whichever is sooner.

**PART I. REQUEST FOR WAIVER OF MBE/WBE GOAL(S)**

**INSTRUCTIONS:** If the Proposer/Bidder/Contractor is requesting a total waiver of one or both goals, Section A must be completed. If the proposer/contractor is requesting a partial waiver of one or both goals, Section B must be completed. In requesting a partial waiver, the Proposer/Bidder/Contractor must specify MBE and/or WBE goal percentage(s) it is committed to achieving.

Section A - Total Waiver of MBE/WBE Goal(s)

I, \_\_\_\_\_, hereby request a total waiver of the:  
(Name of Proposer/Bidder/Contractor)

(Check the appropriate box or boxes)

\_\_\_\_\_ G MBE goal as specified in the Contract Documents

\_\_\_\_\_ G WBE goal as specified in the Contract Documents

Section B - Partial Waiver of MBE/WBE Goals)

I, \_\_\_\_\_, hereby request a partial waiver of the:  
(Name of Proposer/Bidder/Contractor)

(Check the appropriate box or boxes)

\_\_\_\_\_ G MBE goal as specified in the Contract Documents

\_\_\_\_\_ G WBE goal as specified in the Contract Documents

I, \_\_\_\_\_, commit to achieving an MBE goal of \_\_\_\_ %.

(Name of Proposer/Bidder/Contractor)

I, \_\_\_\_\_, commit to achieving an WBE goal of \_\_\_\_ %.

(Name of Proposer/Bidder/Contractor)

## **PART II. GOOD FAITH EFFORTS DOCUMENTATION**

**INSTRUCTIONS:** A Proposer/Bidder/Contractor requesting a request for a total or partial waiver of MBE and/or WBE goal(s) must submit with this form, full and detailed explanation and documentation which specifically identifies the Proposer/Bidder/Contractor's efforts to obtain MBE/WBE participation on this Authority contract.

The Proposer/Bidder/Contractor must provide the information and support documentation specified in Part II of this form (SEE REVERSE SIDE OF THIS FORM), and any other information it believes will assist the Authority in its review of the Request for Total or Partial Waiver of MBE/WBE Goal(s).

- (1) The names of general circulation, trade association and women-oriented publications in which bids were solicited for purposes of complying with goal requirements established for minority and women-owned business enterprise participation;
- (2) The dates bid solicitations for minority and women-owned business participation were published in any of the publications named pursuant to paragraph (1) and the text of the bid solicitations;
- (3) A list of minority and women-owned business enterprises appearing in the State Directory which were solicited in writing to provide bids for purposes of complying with the contract goal requirements for minority and women-owned business enterprise participation;
- (4) Proof of dates on which such solicitations were made in writing and copies of solicitations made, or a sample copy of the solicitation if an identical solicitation was made of all minority and women-owned business enterprise;
- (5) Copies of responses made by minority and women-owned business enterprises to solicitations made by the contractor;
- (6) A description of any contract documents, plans, or specifications made available to minority and women-owned business enterprises for purposes of soliciting their bids, and the dates and manner in which these documents were made available;
- (7) Documentation of any negotiations between the contractor and minority and women-owned business enterprise participation;
- (8) A statement setting forth the contractor's basis for requesting a partial or total waiver;
- (9) Written discussion of the relevance of the following items to the contractor's request for a partial or total waiver of MBE/WBE contract goal(s) specified in the Contract Documents:
  - a) The number and types of minority or women-owned business enterprises located in the region in which the contract is to be performed;
  - b) The total dollar value of this contract;
  - c) The scope of work to be performed;
  - d) The project size;
  - e) The project term;
  - f) The availability of other business enterprises located in the region;
  - g) The financial ability of minority and women-owned business enterprises located outside the region to perform on the contract



- 10) Identify terms and conditions offered to minority and women-owned business enterprises, and compare how those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor.
- 11) Identify efforts made by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with minority and women-owned enterprises;
- 12) Identify actions taken to contact and assess the financial ability of minority and women-owned business enterprises located outside of the region in which the contract scope of work is to be performed; and
- 13) Any other information determined relevant by the Authority (if and when requested) or the contractor.

By signing this form, the person individually and on the behalf of the Proposer/Bidder/Contractor represents to the Authority that the information supplied to the Authority is truthful, accurate, complete and not misleading.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Firm/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

MONTHLY MBE/WBE PARTICIPATION REPORT (Form 15A.3)

REPORT FOR MONTH ENDING

INSTRUCTIONS: After the award of a contract, this Form 15A.3 must be filed by the 15th of each month to report actual participation by NYS certified MBE/WBE firms during the preceding month.

Contract Number: \_\_\_\_\_ Contract Title: \_\_\_\_\_ Contract Value Amount (as amended) \$ \_\_\_\_\_ NYS Work \$ \_\_\_\_\_

Prime Contractor: \_\_\_\_\_ Contract Projected Start Date: \_\_\_\_\_ MBE Goal: \_\_\_\_\_ % Completion Date: \_\_\_\_\_ % Complete: \_\_\_\_\_ WBE Goal: \_\_\_\_\_ %

Total payments to Prime to date: \$ \_\_\_\_\_ Total value of MBE subcontracts: \$ \_\_\_\_\_ Total value of WBE subcontracts: \$ \_\_\_\_\_  
Total amount invoiced to date: \$ \_\_\_\_\_ MBE % of Prime contract (as amended): WBE % of Prime contract (as amended):  
Amount of last payment to Prime: \$ \_\_\_\_\_ Total MBE payments to date: \$ \_\_\_\_\_ Total of WBE payments to date: \$ \_\_\_\_\_  
Date of last payment to Prime: \$ \_\_\_\_\_

Error! Bookmark not defined.		Work Status this Report Active, Inactive or Complete	Subcontract Start Date	Projected Completion Date	% of Work Complete	Date & Amount of Payment for this Report	Total Payments to Date	Subcontract Amount (as amended)	Copy of M/WBE Subcontract Agreement filed with Authority (Yes or No)
Name of MBE/WBE Subcontractor and Description of Work Performed	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								

IF NECESSARY, USE A SEPARATE SHEET

1. Did any of the M/WBE subcontractors rent/lease equipment from the prime contractor or an affiliate company during the report period?  
If yes, explain the arrangement, including a description of the equipment and the cost.
2. Did any of the M/WBE subcontractors utilize employees or former employees of the prime contractor or an affiliate company during the report period?
3. Did any of the M/WBE subcontractors subcontract any portion of its work to a non-M/WBE during the report period? If yes, explain fully.

YES NO

4. Has the scope of work or the subcontract amount for any of the M/WBE subcontractors changed since the last report? If yes, explain fully. \_\_\_\_\_

By signing this form, the person individually and on the behalf of the Contractor represents to the Authority that the information contained herein is truthful, accurate, complete and not misleading.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**METROPOLITAN TRANSPORTATION AUTHORITY  
AFFIRMATIVE ACTION**

**EQUAL EMPLOYMENT OPPORTUNITY**

**EMPLOYER INFORMATION REPORT EEO-1**

**Section A - TYPE OF REPORT**

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX.)

- (1) ☐ Single-establishment Employer Report      Multi-establishment Employer:  
(2) ☐ Consolidated Report (Required)  
(3) ☐ Headquarters Unit Report (Required)  
(4) ☐ Individual Establishment Report (submit one for each establishment with 50 or more employees)  
(5) ☐ Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) \_\_\_\_\_

**SECTION B -- COMPANY IDENTIFICATION (To be answered by all employers)**

Office  
Use  
Only

1. Parent Company

- a. Name of parent company (owns or controls establishment in item 2) omit if same as above

a.

Address (Number and street)

b.

City or town

State

ZIP code

c.

2. Establishment for which this report is filed. (Omit if same as above)

- a. Name of establishment

d.

Address (Number and street)

City or Town

County

State

ZIP code

e.

- b. Employer Identification No. (IRS 9-DIGIT TAX NUMBER)

f.

- c. Was an EEO-1 report filed for this establishment last year? ☐ YES ☐ NO

# METROPOLITAN TRANSPORTATION AUTHORITY

## AFFIRMATIVE ACTION

### EQUAL EMPLOYMENT OPPORTUNITY

#### EMPLOYER INFORMATION REPORT EEO-1 Section C - EMPLOYMENT DATA

Page 2

Employment at this establishment-Report all permanent full-time and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank Spaces will be considered as zeros.

Job Categories	NUMBER OF EMPLOYEES										
	Overall Totals (Sum of Col. B thru K) A	MALE					FEMALE				
		White (Not of Hispanic Origin) B	Black (Not of Hispanic Origin) C	Hispanic D	Asian or Pacific Islander E	American Indian or Alaskan Native F	White (Not of Hispanic Origin) G	Black (Not of Hispanic Origin) H	Hispanic I	Asian or Pacific Islander J	American Indian or Alaskan Native K
Officials and Managers -1											
Professionals -2											
Technicians -3											
Sale Workers -4											
Office and Clerical -5											
Craft Workers (Skilled) -6											
Operatives (Semi-Skilled) -7											
Laborers (Unskilled) -8											
Service Workers-9											
<b>TOTAL -10</b>											
Total employment reported in previous EEO-1 report 11											

NOTE: Omit questions 1 and 2 on the Consolidated Report.

1. Date(s) of payroll period used: \_\_\_\_\_ 2. Does this establishment employ apprentices?
- 1 ☐ Yes      2 ☐ No

**METROPOLITAN TRANSPORTATION AUTHORITY  
AFFIRMATIVE ACTION  
EQUAL EMPLOYMENT OPPORTUNITY  
EMPLOYER INFORMATION REPORT EEO-1**

Page 3

**Section D -ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)**

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity).	OFFICE USE ONLY
	g.

**Section E-REMARKS**

Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units and other pertinent information.

**Section F-CERTIFICATION**

- Check 1 ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
- one 2 ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person of contact regarding this report (type or print)	Address (Number and Street)		
Title	City and State	ZIP Code	Telephone Number (Including Area Code)

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII.  
WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001.

# Intent to Perform as Subcontractor/Subconsultant

## (FORM 15A.4)

CONTRACT NUMBER \_\_\_\_\_ CONTRACT TITLE \_\_\_\_\_

NAME OF PRIME BIDDER/PROPOSER \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as (check one):

- ☐ A subcontractor  
☐ A subconsultant  
☐ A second tier subcontractor (if required to meet the goal)

Note: Pursuant to NYS Executive Law Article 15-A, MBE/WBE firms projected to participate in the MTA's MBE/WBE Program must be certified as a MBE/WBE by the Empire State Development Corporation (ESDC) in order for the firm's participation to be credited towards an MBE or WBE goal. Only firms certified by ESDC as a MBE or WBE can be utilized to meet an MBE or WBE goal.

CHECK THE APPLICABLE STATEMENT:

- ☐ The current MBE/WBE certification status of the proposed MBE/WBE has been confirmed by the Bidder/Proposer.  
☐ The proposed MBE/WBE has submitted proof of its MBE/WBE certification to the Bidder/Proposer.

SUBCONTRACT AMOUNT \$ \_\_\_\_\_

The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project.

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Note: If applicable, please indicate the amount and percentage of work you intend to subcontract out to other subcontractors/vendors and the name(s) of said known subcontractors/vendors (both MBE/WBE and non-MBE/WBE firms).

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The undersigned intends to enter into a formal agreement for the above work with the named bidder/proposer conditioned upon the named bidder's/proposer's being awarded contract by the MTA or any of its affiliated agencies.

Name of MBE/WBE Firm Please Type or Print	By _____	Date _____
	Name & Title of Authorized Signatory	Signature of Authorized Representative

# MONTHLY MBE/WBE PARTICIPATION REPORT (Form 15A.3)

REPORT FOR MONTH ENDING (1)

INSTRUCTIONS: After the award of a contract, this Form 15A.3 must be filed by the 15th of each month to report actual participation by NYS certified MBE/WBE firms during the reporting month.

Contract Title: (2) (3) Contract Amount (as amended) \$ (4) Contract Value NYS Work \$ (5)

Contract Start Date: (6) (7) Projected Completion Date: (8) % Complete: (9) MBE Goal: (10) % WBE Goal: (11) %

payments to Prime to date: \$ (12) Total value of MBE subcontracts: \$ (16) Total value of WBE subcontracts: \$ (19)  
amount invoiced to date: \$ (13) MBE % of Prime contract (as amended): % (17) WBE % of Prime contract (as amended): % (20)  
amount of last payment to Prime: \$ (14) Total MBE payments to date: \$ (18) Total of WBE payments to date: \$ (21)  
amount of last payment to Prime: (15)

Name of MBE/WBE Contractor and Description of Work Performed	Work Status this Report Active, Inactive or Complete	Subcontract Start Date	Projected Completion Date	% of Work Complete	Date & Amount Of Payment for this Report	Total Payments to Date	Subcontract Amount (as amended)	Copy of M/WBE Subcontract Agreement filed with Authority (Yes or No)
(22)	<input type="checkbox"/> Active (23) <input type="checkbox"/> Inactive <input type="checkbox"/> Complete	(24)	(25)	(26)	(27)	(28)	(29)	(30)
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							

INSTRUCTIONS COPY

NECESSARY, USE A SEPARATE SHEET

Did any of the M/WBE subcontractors rent/lease equipment from the prime contractor or an affiliate company during the report period? YES NO (31)

If yes, explain the arrangement, including a description of the equipment and the cost. (32)

Did any of the M/WBE subcontractors utilize employees or former employees of the prime contractor or an affiliate company during the report period? YES NO (33)

Did any of the M/WBE subcontractors subcontract any portion of its work to a non-M/WBE during the report period? If yes, explain fully. YES NO (34)

Was the scope of work or the subcontract amount for any of the M/WBE subcontractors changed since the last report? If yes, explain fully. YES NO (35)

By signing this form, the person individually and on the behalf of the Contractor represents to the Authority that the information contained herein is truthful, accurate, complete and not misleading.

AUTHORIZED SIGNATURE: (36) TITLE: (37) DATE: (38)



**Appendix E**

**TRIBOROUGH BRIDGE & TUNNEL AUTHORITY**

**INSURANCE REQUIREMENTS**

**FOR**

**CONTRACT PSC-13-2935**

- A. The Consultant shall provide insurance in the following types and amounts, as indicated by the checked box:

<u>INSURANCE</u>	<u>AMOUNTS</u>
<input checked="" type="checkbox"/> Workers' Compensation, including Employer's Liability	\$ 2,000,000
<input type="checkbox"/> Longshore & Harborworkers' Endorsement	
<input type="checkbox"/> Maritime Coverage Endorsement (Jones Act)	
<input checked="" type="checkbox"/> Commercial General Liability	\$ 3,000,000 Per Occurrence
<input checked="" type="checkbox"/> Business Automobile Liability	\$ 2,000,000 Per Accident
<input type="checkbox"/> Contractor's Pollution Liability	\$
<input type="checkbox"/> Pollution Legal Liability	\$
<input type="checkbox"/> Marine Protection & Indemnity Liability	\$
<input type="checkbox"/> Builder's Risk/Installation Floater	\$
<input checked="" type="checkbox"/> Professional Liability	\$ 2,000,000 Per Occurrence
<input checked="" type="checkbox"/> Professional Liability, including pollution liability	\$
<input checked="" type="checkbox"/> Valuable Papers	\$ 500,000
<input type="checkbox"/> Property Insurance	\$
<input type="checkbox"/> Crime	\$
<input type="checkbox"/> Self Insurance	\$
<input type="checkbox"/> Railroad Protective Liability	\$
<input type="checkbox"/> Garage Liability & Garage Keepers Legal Liability	\$
<input type="checkbox"/> Other: _____	\$
<input type="checkbox"/> Other: _____	\$
<input type="checkbox"/> Other: _____	\$

- B. **Required Insurance** Except as otherwise provided in this Appendix and/or the Specifications, the Consultant shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, through FINAL COMPLETION, policies of insurance as herein below set forth, written by companies with an A.M. Best Company rating of A-/“VII” or better, and approved by the Authority and shall deliver evidence of such policies. These policies must: (i) be written in accordance with the requirements of the paragraphs below, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed, unless at least thirty (30) days prior written notice to the Authority c/o MTA Risk and Insurance Management Department - Standards, Enforcement & Claims Unit, 2 Broadway – 21<sup>st</sup> floor, New York, NY 10004; and (iii) state or be endorsed to provide that the coverage afforded under the Consultant's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the Authority/MTA, and also that the Consultant's policies, primary and excess, must be exhausted before implicating any Authority/MTA policy available. [Except for Professional Liability, policies written on claims made basis are not acceptable.] (iv) In addition, Consultant's policies shall state or be endorsed to provide that, if a Subconsultant's policy contains any provision that may adversely affect whether Consultant's policies are primary and must be exhausted before implicating any Authority/MTA policy available, Consultant's and Subconsultant's policies shall nevertheless be primary and must be exhausted before implicating

any Authority/MTA policy available. Except as otherwise provided herein, policies written on a "claims-made" basis are not acceptable. At least two (2) weeks prior to the expiration of the policies, Consultant shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self-insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is first approved by the Authority. The Consultant shall be responsible for all claim expense and loss payments within the deductible or self-insured retention on the same basis as would be the case if commercial insurance was available for the loss. The insurance monetary limits required herein may be met through the combined use of the insured's primary and umbrella/excess policies.

1. **Workers' Compensation Insurance** (including Employer's Liability Insurance with limits of not less than \$2,000,000 which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State. The policy shall be endorsed to include Longshore and Harbor Workers' Compensation and/or Maritime Coverage(s), when applicable.
  - a. **Longshore & Harborworkers' Compensation Act Endorsement** - When work will be performed on or over navigable waterways, a Longshore and Harbor Workers Endorsement shall be provided to cover the employees for wages, transportation, maintenance and cure, in accordance with applicable laws.
  - b. **Maritime Coverage Endorsement (Jones Act)** - When operations are to be performed upon navigable waterways and barges, Tug Boats, and all other vessels on the ocean and all intra-coastal rivers and canals, as well as drivers, divers, and underwater personnel are utilized, a Maritime Coverage Endorsement shall be provided to cover the seamen, masters and members of a crew in accordance with applicable laws, providing remedy for damage to injury in this course of employment.
2. **Commercial General Liability Insurance** (I.S.O. 2001 Form or equivalent approved by the Authority in the Consultant's name with limits of liability specifically written for this contract in the amount of at least the amount set forth in Paragraph A above, each occurrence/\$3,000,000 General Aggregate Limit (other than products-completed operations)/\$3,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Authority/MTA policy available. Such policy should be written on an occurrence form, and shall include:
  - Contractual coverage for liability assumed by the Consultant under this agreement;
  - Personal and Advertising Injury Coverage;
  - Products-Completed Operations extending at least one year after project completion;
  - Independent Contractors Coverage;

- "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
  - Additional Insured Endorsement (I.S.O. Form CG 20 10 1185 version or equivalent approved by the Authority naming Triborough Bridge and Tunnel Authority (TBTA), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and the State of New York.
- **2 Broadway Agreements (work performed at 2 Broadway, NYC)**  
In addition to the above Indemnitees, include the following as "Additional Insureds" when work under the Contract includes construction at, or the use of, the loading dock at 2 Broadway, New York, New York: New York City Transit Authority (NYCT), Metro North Commuter Railroad Company (MNR), Long Island Rail Road (LIRR), MTA Capital Construction Co., United States Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust, Two Broadway LLC, ZAR Realty, Colliers ABR, Inc., Colliers ABR Payroll Company, Inc. and the City of New York (as Owner)
3. **Business Automobile Liability Insurance Policy** (I.S.O. Form CA 00 01 10 01) or equivalent approved by the Authority) if vehicle enters Agency's property or is used as part of service provided, in the Consultant's name with limits of liability of at least \$2,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.
- If the Project involves transporting and/or disposing of any hazardous material or waste off of the jobsite, the Contractor or any Subcontractor performing such work must add the MCS-90 to the automobile policy. The CA9948 endorsement is also required if transporting to a site outside of New York State. **(Additional pollution liability insurances may be required, which are identified in below paragraphs.)**
  - The policy limits of liability must be increased to at least \$5,000,000 each occurrence pursuant to federal, state or local laws, rules and regulations, and
  - Copies of the MCS-90 and CA9948 endorsements, if applicable, shall be provided for review as part of the insurance submission.
4. **Professional Liability Insurance** covering actual or alleged acts, errors or omissions committed by the Consultant, its agents or employees, arising out of the performance of this Agreement. The policy coverage shall also extend to include personal injury, bodily injury and property damage from the performance of professional service and/or arising out of the Work. The policy shall have limits of liability of at least \$2,000,000 per occurrence. If any deductible or self-insured retention is applicable, such deductible or self-insured retention shall not exceed \$250,000, unless approved by the Authority. The Consultant shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention.

If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and

conditions and exclusions that are usual and customary for this type of insurance. Said policy shall be endorsed in form acceptable to include a provision that the policy will not be canceled, not renewed, or the limit of liability reduced by endorsement without at least thirty (30) days prior written notice to the Triborough Bridge and Tunnel Authority c/o MTA Risk and Insurance Management Department – Standards, Enforcement & Claims Unit, 2 Broadway – 21<sup>st</sup> floor, New York, NY 10004.

If this insurance is provided on a claims-made basis, the Consultant shall maintain continuous insurance coverage during the term of this Contract and in addition to the coverage requirements above, such policy shall provide that:

- i. Policy retroactive date coincides with or precedes the insured's initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
- ii. Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
- iii. Not less than a one year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

5. **Valuable Papers and Records** at cost to repair or replace with like kind and quality including the cost of gathering and/or assembling information, subject to a minimum limit of liability of \$500,000. The Authority and the MTA shall be named as loss payees as their interests may appear and all rights of subrogation against the Authority and the MTA, their agents or assigns shall be waived. Valuable Papers Insurance, when required, shall be kept in force until final delivery of contract documents

6. Extract or insert any other insurance language required here and number accordingly. If no additional insurance is required, delete this paragraph.

7. Consultant shall provide any additional insurance policies not stated herein that are necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work.

C. The Consultant shall furnish to the Authority at the following address evidence of all policies before any work is started to Triborough Bridge and Tunnel Authority:

c/o MTA Risk & Insurance Management  
Standards, Enforcement & Claims Unit  
2 Broadway – 21<sup>st</sup> Floor  
New York, NY 10004

Certificates of Insurance may be supplied as evidence of such aforementioned policies; however, if requested by the Authority, the Consultant shall deliver to the Authority within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (1) be provided on the Authority Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint

Agency Agreements, as applicable; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sub-limit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein. The *Consultant must provide a physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 10 1185 version or equivalent, as applicable and the endorsement(s) must include policy number(s);* (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

- D. **No Limit on Licensee's Liability** Nothing herein contained shall be deemed to limit the Consultant's liability to the limits of liability, or coverage of Policies in Section B above, their renewals, or replacement.
- E. **Notice of Occurrence** The Consultant shall file the following with the Metropolitan Transportation Authority Risk and Insurance Management Department, Attention: Assistant Director Claims Oversight, 347 Madison Avenue, 341-18, New York, New York 10017 (with a copy to the Engineer): (1) a notice of any occurrence likely to result in a claim against the Authority, which shall be filed immediately; and (2) a detailed, sworn proof of interest and loss, which shall be filed within sixty (60) days from the date of loss.
- F. **Insurance Not in Effect** If, at any time during the period of this Contract, insurance as required is not in effect, or proof thereof is not provided to the Authority, the Authority shall have the option to: (i) direct the Consultant to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.



# Triborough Bridge & Tunnel Authority

## CERTIFICATE OF INSURANCE

AGREEMENT or CONTRACT #:		AGREEMENT or CONTRACT NAME/DESCRIPTION:	
INSURANCE PRODUCER:		CERTIFICATE ISSUANCE DATE:	DATE RECEIVED BY MTA RIM:
ADDRESS:			MTA REFERENCE #:
PHONE #:			
INSURED:		CO LTR	COMPANIES AFFORDING COVERAGE
ADDRESS:		A	
PHONE #:		B	
		C	
		D	
CERTIFICATE HOLDER:	Triborough Bridge & Tunnel Authority/MTA Attention: Risk & Insurance Management	E	
ADDRESS:	2 Broadway 21 <sup>st</sup> Floor New York, NY 10004	F	
PHONE #:	(646) 252-1435	G	

### COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Underground Expl. & Collapse Hazard <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Fifty Foot Exclusion Voided <input type="checkbox"/> Personal & Advertising Injury <input type="checkbox"/> SIR/Deductible \$ _____				BI & PD COMBINED OCCURRENCE	\$
					GENERAL AGGREGATE	\$
					PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$
					OTHER	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				BODILY INJURY (Per Occurrence)	\$
					PROPERTY DAMAGE (Per Occurrence)	\$
					BODILY INJURY/PROPERTY DAMAGE COMBINED SINGLE LIMIT (Each Accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> Any Auto				AUTO ONLY EACH ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC \$
					AGG	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form <input type="checkbox"/> SIR/Deductible \$ _____				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b> <input type="checkbox"/> USLH <input type="checkbox"/> Jones Act <input type="checkbox"/> "All States" Coverage				<input type="checkbox"/> STATUTORY LIMITS	
					EMPLOYER'S LIABILITY	\$
	<b>BUILDER'S RISK</b>				CONTRACT VALUE OF \$	
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> Includes Pollution Liability <input type="checkbox"/> Deductible \$ _____					\$
	OTHER: _____					\$
	OTHER: _____					\$
	OTHER: _____					\$

RAILROAD PROTECTIVE LIABILITY INSURANCE IS NOT ACCEPTED ON CERTIFICATE OF INSURANCE FORMS:  
 PROVIDE DETAILED BINDER AND/OR POLICY

**LIABILITY COVERAGES:**

**ADDITIONAL INSUREDS (See Note 3)** Check all that apply ☒  
 Coverage: Commercial Liability, Garage Liability, Excess Liability

For all B&T Agreements (other than 2 Broadway, NYC):

☐ Triborough Bridge & Tunnel Authority (B&T), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and the State of New York.

☐ LAZ Parking New York/New Jersey LLC

☐ Consultant (or Design Firm) \_\_\_\_\_

For B&T – 2 Broadway Agreements (work performed at 2 Broadway, NYC)

☐ Triborough Bridge & Tunnel Authority (B&T), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and the State of New York. New York City Transit Authority (NYCT), Metro North Commuter Railroad, Company (MNR), Long Island Rail Road (LIRR), MTA Capital, Construction Co., and the City of New York (as owner), United States, Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust, Two Broadway LLC, ZAR Realty, Cassidy Turley New York, Inc., Cassidy Turley PMG, Inc.

☐ LAZ Parking New York/New Jersey LLC

☐ Consultant (or Design Firm) \_\_\_\_\_

**PROPERTY COVERAGES:**

(See Note 3) Check all that apply ☒

☐ **NAMED INSUREDS**  
 Coverage: Property, etc.

☐ **ADDITIONAL NAMED INSUREDS/LOSS PAYEES**  
 Builder's Risk, etc.

☐ **LOSS PAYEES**  
 Coverage: Crime Insurance, Valuable Papers

For all B&T Agreements (other than 2 Broadway, NYC):

Triborough Bridge & Tunnel Authority (B&T), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and the State of New York.

☐ LAZ Parking New York/New Jersey LLC

☐ Consultant (or Design Firm) \_\_\_\_\_

For B&T – 2 Broadway Agreements (work performed at 2 Broadway, NYC)

☐ Triborough Bridge & Tunnel Authority (B&T), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and the State of New York. New York City Transit Authority (NYCT), Metro North Commuter Railroad, Company (MNR), Long Island Rail Road (LIRR), MTA Capital, Construction Co., and the City of New York (as owner), United States, Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust, Two Broadway LLC, ZAR Realty Cassidy Turley New York, Inc., Cassidy Turley PMG, Inc.

☐ LAZ Parking New York/New Jersey LLC

☐ Consultant (or Design Firm) \_\_\_\_\_

**NOTE 1:** The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for limits of liability herein stated, covering the Agreement/Contract herein designated, has been procured by and furnished on behalf of the Insured and is in full force and effect for the period listed on the front of this Certificate of Insurance. In addition, the subscribing insurance company(s) certifies that the insurance limits for General Liability Insurance are not amended by deductible clauses of any nature except as has been disclosed to and approved by the Triborough Bridge & Tunnel Authority (B&T); and that coverage is afforded for the Insured's obligations under that provision of the Agreement/Contract providing for indemnification of the Indemnified Parties, including the Triborough Bridge & Tunnel Authority (B&T), named therein.

**NOTE 2:** The subscribing company(s) shall endeavor that no policy referred to herein shall be changed or canceled until thirty (30) days written notice has been sent to the following address: Triborough Bridge & Tunnel/MTA c/o MTA Risk and Insurance Management Department, 2 Broadway, 21<sup>st</sup> Floor New York, NY 10004.

**NOTE 3:** All references to Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents, subsidiaries and affiliates.

**NOTE 4:** This certificate is issued to the Certificate Holder in consideration of the Agreement/Contract entered into with the named insured. It is understood and agreed that the certificate holder relies on the certificate as basis for continuing such Agreement/Contract with the name insured.

AUTHORIZED INSURER/PRODUCER \_\_\_\_\_

BY \_\_\_\_\_

(signature of authorized Insurer/Producer)

TITLE \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) s.s.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the corporation and described in and which executed the foregoing Certificate of Insurance, that he/she is fully authorized to execute the foregoing Certificate of Insurance.

\_\_\_\_\_  
 (Notary Public)

**CERTIFICATES OF INSURANCE MUST BE COMPLETED BY AUTHORIZED INSURANCE REPRESENTATIVES ONLY.**



## Appendix F

### **Iran Divestment Act - Certification**

Pursuant to New York State Finance Law § 165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran (the “Prohibited Entities List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority may not enter into or award a Contract unless it obtains a certification from a Bidder or Proposer that it is not on the Prohibited Entities List.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

☐ **Bidder/Proposer Hereby Certifies it is not on the Prohibited Entities List:**

Each person [as defined in paragraph (e) of subdivision one of section one hundred sixty-five-a of the state finance law where person means natural person, corporation, company, limited liability company, business association; partnership, society, trust, or any other nongovernmental entity, organization, or group] and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

☐ **Bidder/Proposer is Unable to Certify (additional document is required):**

**In the event a Bidder or Proposer is unable to certify that it is not on the Prohibited Entities List, it must supply a signed statement with its Bid or Proposal setting forth in detail the reasons therefor.**

Such statements will be evaluated on a case-by-case basis and the Authority may enter into a contract with a Bidder or Proposer if it is able to demonstrate that: a) its investment activities in Iran were made before April 12, 2012; b) its investment activities in Iran have not been expanded or renewed after April 12, 2012; and c) it has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Full Legal Name of Certifying Entity: \_\_\_\_\_

Name of Person Executing Certification: \_\_\_\_\_

Title of Person Executing Certification: \_\_\_\_\_

SECTION III

TECHNICAL REQUIREMENTS

**SECTION III  
PART A  
TECHNICAL REQUIREMENTS  
TS-1 SCOPE OF SERVICES**

**1.0 INTRODUCTION AND PROJECT OBJECTIVES**

**A. Introduction**

The Verrazano Narrows Bridge (VNB) is a suspension bridge between the boroughs of Brooklyn and Staten Island in New York City. The bridge is a link in the Interstate system (I-278) which connects the Staten Island Expressway with the Brooklyn-Queens Expressway, and the East and West bound Belt Parkway. Construction of the Bridge started in 1959, with the upper level open to traffic in 1964 and the lower level in 1969.

The Verrazano Narrows Bridge's Upper Level Approach decks in Staten Island and Brooklyn were constructed under Contract NB-12, and opened to traffic in 1964. The Staten Island Upper Level approaches link the Verrazano Narrows Bridge to the toll plaza, and the Staten Island Expressway. There are no on or off ramps connected to the Staten Island approaches. The Upper Level Approaches in Brooklyn connect the Brooklyn Queens Expressway (BQE) with the Verrazano Narrows Bridge. The approaches also connect with the on and off ramps of the Belt Parkway and 92 street approach ramps.

The Belt Parkway Ramps of the Verrazano-Narrows Bridge were also constructed under Contract NB-12, and opened to traffic in 1964. Initially, the ramps connected only to the Upper Level of the bridge since the construction of the Lower Level was not completed until 1969 under Contracts NB-201 and NB-202. Currently, these ramps connect the eastbound and westbound Belt Parkway to the Verrazano-Narrows Bridge and allow inbound and outbound access to both the Upper and Lower Levels. (See attachment A-1)

The Brooklyn structures of the VNB are positioned on or over US Army property. This property was eased to the Authority in the 1960's under DA 30-075-ENG-11893, titled Department of the Army Easement for Road, Street, and Bridge Construction over Fort Hamilton, Brooklyn, N.Y. and Fort Wadsworth, Staten Island, N.Y.

In addition, John J. Carty Park, owned and operated by the NYC Parks Department is located below and adjacent to the Belt Parkway Ramps. The park features a senior citizens center, parking lot, tennis, bocchi, and basketball courts.

The area of the Belt Parkway where the ramps connect to the Parkway is jointly maintained by the NYC Parks Department and the NYC DOT.

The Authority has invested over \$900 million since 1989 in Capital improvements to the Verrazano Narrows Bridge (See attached Capital Projects-A-2). The Authority is committed to

continue improving traffic flow as well as rehabilitate structures in order to maintain the facility in a state of good repair.

In order to continue this effort in the most cost effective manor the Authority developed a Master Plan for the Facility (See attachment A-6).

As part of the Master Plan, in the last 10 years the facility has completed several construction projects including the Brooklyn on-grade approach roadways, the replacement of the Staten Island and Brooklyn Lower Levels approaches, viaduct decks, Lily Pond Ave overpass, and the Lower Level anchorage decks.

The existing Master Plan includes several projects which are currently in the construction phase:

VN-03 the improvement to the toll plaza is scheduled to be completed in 2015. See attached rendering (see attachment A-3)

VN-80B, the Replacement of the Upper Level Roadway Deck was awarded last year, and it is anticipated that the construction will be completed in 2017.( See attachment A-4)

VN-80C/VN-35, New HOV Ramp and Misc. Repairs and Painting. The construction project is scheduled to be awarded in November of 2013, and it is anticipated to be completed in March 2017 (See attachment A-5)

Since the development of the original Master Plan, the VNB has/will undergo several geometrical changes, i.e. the additional of the 7<sup>th</sup> lane on the Upper Level, and the new Bus HOV ramp. The geometrical changes directly affect some of the future planed construction projects, i.e.:

VN-84: The Widening and Rehabilitation of the Belt Parkway Ramps

VN-80: Lower Level Main Span Deck Replacement

VN-17B : Upper Level Approach Span Deck Replacement

It is the Authority's intent to review a number of existing studies, as well as new studies, to determine which projects can move forward, which projects are obsolete, and the optimum sequencing of the projects, in order to develop a new Master Plan for the Facility.

## **B. Project Objectives**

The Triborough Bridge and Tunnel Authority (the "TBTA" or "Authority") is seeking the services of a qualified consulting Engineering firm (the "Consultant") to develop a Master Plan and conceptual design drawings for both the Upper Level approaches as well as for the reconstruction of the Belt Parkway, connector ramps and right hand exit ramp (or best alternative). The Consultant may also be tasked with developing conceptual designs for projects that have been recommended and approved by the Authority from the Master Plan. The Authority may also elect to amend the contract at its sole discretion to include the full design of any or all of the approved

conceptual designs, as well as an EIS, or Environmental Assessment (EA) if deemed necessary. The above work will be staged and bid in up to four phases as follows:

## **Phase I:**

### **A. Master Plan**

The goal of the Master Plan will be to optimize the design, reconstruction, maintenance and implementation of the various projects in order to reconstruct the Upper Level approaches and Belt Parkway and connector ramps while maintaining traffic. The Master Plan shall be an integrated series of projects which shall present in graphic, narrative, and tabular form the existing composition of the structures and the plan for their orderly and comprehensive long-range development, over a period of 20 years. The approved Master Plan will be used as a preliminary planning tool for the TBTA in preparing contract drawings and plans for the individual projects and planning their sequencing and timing.

Development of the Master Plan will include the investigation, compilation, optimization, and recommended course of action of the following projects:

#### **PROJECT 1.**

**Bike Lane:** The original bicycle study, commissioned by the New York City Department of City Planning in 1995 to design and build a bicycle path across the VNB. The original study focused on the VNB's main span, and little investigative work was performed for the approaches and ramps. The Consultant will be required to study, and develop alternatives, costs, and recommendations, which shall take into consideration the current as well as future geometry of the facility, security, safety, operations, maintenance, wind effects of any new structures on the bridge's decks, and seismic events. The study shall include the approaches and ramps. The study shall take into consideration projected bicycle demand on the VNB till year 2035.

The study shall also consider the feasibility of installing a Debris and/or Public Safety Barrier. The Barrier should be low maintenance, withstand seismic events, climbing resistant, meet the Historical Preservation requirements, not hinder bridge maintenance or inspections, nor negatively impact the bridge's wind dynamics.

#### **PROJECT 2**

**Denyse Wharf Ramp-** The Consultant shall investigate the feasibility of constructing an off ramp from the Belt Parkway Ramp (eastbound) to Denyse Wharf. Denyse Wharf is a pier off the shore, below the Verrazano Narrows Bridge Brooklyn side span. The New York City Department of Education (DOE) is considering building a science lab at Denyse Wharf on a Floating Barge. The Consultant shall review the DOE's Feasibility study, and provide costs, alternatives, and recommendations for accessing the floating barge. The Consultant's report and recommendations shall take into consideration, at minimum, the latest FEMA flood maps, costs, benefits, alternatives (public transportation), and Environmental and Historical preservation factors.

### PROJECT 3

Belt Parkway Reconfiguration-The Consultant shall investigate the feasibility of constructing a fourth lane on the eastbound Belt Parkway. The fourth lane shall start where the VNB's Belt Ramps connected with the east bound Belt Parkway and end at the Bay Parkway exit. The Authority has conducted several studies to improve the traffic flow from the VNB to the Belt Parkway, the most recent being in 2012. The Consultant shall review the study's recommendations for the medium and long term alternatives and completely develop those recommendations based on environmental impacts, traffic studies, input from NYS DOT, NYC DOT and NY DPR, projected benefits ( travel cost saving and accident reductions for both the VNB and Belt Parkway traffic, environmental, safety) versus all identified costs including but not limited to property acquisitions, construction, maintenance, right of way and mitigation costs and all jurisdictional issues) as well as concerns by all affected agencies. In addition the Consultant shall investigate an additional alternative of providing a two lane exit from the east bound Lower Level, and eliminating the Upper Level exit to the Belt Parkway.

### PROJECT 4

Belt Parkway Ramps: The Authority conducted a feasibility study in 2002 for the replacement of the Belt Parkway Ramps. In order to accomplish the replacement of the Belt Parkway decks while maintaining two lanes of traffic in each direction, the recommendations included widening the ramp by one lane width in each direction. Upon completion of the reconstruction, the widened lanes would become shoulders. In addition all four connector ramps would be reconstructed and widened. Since the completion of the study, two out of the four ramps will be reconstructed under VN-80C (scheduled for award in November 2013). The Consultant shall review the recommendations. The Consultant shall ensure that the recommended reconstruction schemes are still viable and necessary based on costs, wind effects, seismic events, and structural configuration of the bridge. If the recommended alternatives or portions therefore are no longer viable, the Consultant shall develop new recommendations. The Consultant shall take into consideration the operation and configuration of the bridge due to, but not limited to, the HOV lane on the Upper Level and the movable barrier system. New and/or additional traffic counts and traffic simulation modeling will be required

The feasibility study also recommended a new two lane right hand exit ramp from the eastbound Upper Level to the east bound Belt Parkway Ramp. The Consultant shall investigate the feasibility of building a new right hand exit ramp. The study shall take into consideration the easement area (FT. Hamilton), environmental impacts, the new configuration of the Upper Level decks and HOV lane, traffic demands/modeling, and costs. The Consultant shall review the easement documents and perform a survey to ensure all new footings will fall within the easement area; the Consultant shall provide three additional alternatives to the left hand exit.

### PROJECT 5

Rehabilitation of the Upper Level Approaches: The Brooklyn and Staten Island approaches require rehabilitation. Several feasibility studies have been conducted by the Authority. The Consultant shall review the previous studies, and update the recommendations and costs. The Consultant shall ensure that the recommended reconstruction schemes are still viable based on costs, wind effects, seismic events, and structural configuration of the bridge. The Consultant shall take into consideration the possibility of combining the Belt Parkway Ramp rehabilitation with the Upper Level approach work to minimize customer impacts and reduce project costs, or sequence these projects as appropriate.

#### PROJECT 6

Eastbound LL Gowanus Interchange- The Authority is currently studying the feasibility of widening the east Bound Lower Level interchange to provide a longer and safer merge between the Upper and Lower Levels of the VNB. The Consultant shall review and incorporated the Authority approved recommendations into the Master Plan.

#### PROJECT 7

EA/EIS- The Consultant will be required to guide and identify which of the above project(s) may lead to an EIS. In each of the studies the Consultant shall clearly identify which alternative may trigger an EIS. In addition if an EIS is deemed necessary, the Consultant shall develop a matrix which will aid the Authority in determining which projects/studies can move forward independently from the EIS. The Consultant shall also prepare all documentation necessary for SHPO review and approval for each task selected to move forward to a full design.

#### PROJECT 8

Existing Conditions-The Consultant shall review the existing structural condition of the Belt Parkway Ramps, Lower Level main span, and the Staten Island and Brooklyn Upper Level approach ramps and determine each structure's longevity, or remaining life span. The Consultant shall develop a testing program as part of the evaluation process. The Consultant shall determine when structures will require full rehabilitation, or short term repairs, and the optimum timing of the construction and the construction sequencing, based on costs, structural conditions and traffic impacts. The Consultant shall review VN-35 (VN-80C) scope of work, and repairs. The Consultant shall recommend interim repairs. The extent and scheduling of the repairs will be dependent on the final approved Master Plan.

#### PROJECT 9

Existing Master Plan- In developing the Master plan and Matrix, the Consultant shall review and incorporate the facilities current Capital Plan (20 year needs), including the replacement of the Lower Level decks. The Master plan shall be developed based on but not limited to structural conditions, costs, and MPT.

It is the intention of the Authority to have the above projects investigated as a whole, and not independently, or linearly. The Consultant shall develop a Matrix which will indicate which

components of one project may affect the outcome of another component or project. The Master plan shall indicate which project(s) can be grouped into a single design and/or construction project. All projects shall take into account costs, construction staging (MPT) and scheduling, environmental (EIS/EA/SHPO), traffic, existing structural conditions (interim repairs) and safety improvements. The Master Plan shall include recommendations for each project, including design, construction and scheduling. Each project shall have a budget level developed

## **B: Designs**

### **Conceptual Designs:**

Upon the development and acceptance of the Master Plan, the consultant shall develop, the conceptual design of the following:

1. The Belt Parkway Ramps: The design shall include the removal and replacement of the Belt Parkway Ramps including the two eastbound connector ramps decks; right hand exit ramp (or best alternative), widening of the ramps to accommodate one additional lane in each direction and retrofitting the ramps to withstand a seismic event. In addition, the ramps are to be designed to carry a HS-25 live load for a 50 year service life.
2. The Staten Island and Brooklyn Upper Level Approaches: The reconstruction shall include the removal and replacement of the Upper Level approach decks and retrofitting the approaches to withstand a seismic event. In addition, the Approaches will be required to carry a HS-25 live load for a 50 year service life. The Consultant shall review and include the same truck loading combinations previously studied in contracts VN-17A and VN-80B

The seismic analysis and design shall follow the requirements of the following standards and guidelines:

- New York City Department of Transportation, (2008) "Seismic Design Criteria Guidelines", New York City, NY.
- New York City Department of Transportation, (2004) "Ground motions for seismic analysis", New York City, NY.
- NYSDOT, AASHTO, and FHWA guidelines as applicable

The approaches and ramps shall be considered as Critical for the seismic analysis and design. Two-levels of seismic hazards (2500-year and 500-year) shall be considered, and each level shall contain three sets of rock ground motions, which will be used for analysis of site-specific horizontal and vertical ground motions. The results shall be included in a seismic report, which shall be submitted to the Authority for review.

### **Phase II: EA/EIS and Other Conceptual Designs: (Not included in Cost proposal)**

1. Other structures: At the direction of the Authority, and upon the development and acceptance of project(s), the Consultant shall develop the conceptual design of any



structures, improvements, or plans included in the Master Plan in which the Authority may consider pursuing a full design.

2. EA/EIS/SHPO- The Consultant shall prepare an EA, if necessary, for each recommended alternative that the Authority approves within the Master Plan. In addition, if an EIS is necessary, the Consultant shall prepare, document, develop and guide the Authority through the entire process.

All conceptual designs shall consider options for improving the geometry and configuration of the existing structures to enhance traffic flow and correct safety related defects. In addition, MPT schemes shall be developed to have a minimal impact on the daily operations of the bridge, community and commuters. The Consultant is advised that MPT for construction phasing and staging and adequate detours are paramount and vital to the success of these projects. Traffic simulation modeling will be required to justify construction MPT schemes.

The Consultant shall conduct the necessary traffic studies and modeling to determine the traffic impacts of each alternative studied. Study methodologies and MOE's for the studies to be determined in conjunction with the TBTA's Traffic Engineering group. The Consultant shall evaluate and make recommendations for Maintenance and Protection of Traffic Plans to the Authority to accomplish all work associated with the RFP.

Based on the recommendations presented and approved by the Authority, in the Design Brief, the Consultant shall update the Master Plan, and revise it accordingly

### **Phase III: Design of Approved Conceptual Designs: (Not included in Cost Proposal)**

Upon the development and acceptance of the conceptual designs, the Consultant shall develop the design of the following:

1. Any structures or improvements in which the Authority approved the conceptual design, the Consultant shall prepare full designs.

### **Phase IV: Construction Support Services for all Designs (Not included in Cost Proposal)**

1. The Consultant shall provide design support services during construction for all conceptual designs progressed to a full design

All documents related to this Contract shall use the US Customary units.

Consultant inspections shall be conducted in a safe manner. The Authority's requirements for Maintenance and Protection of Traffic, Environmental Protection Guidelines, and OSHA requirements shall be adhered to whenever fieldwork is in progress. The Engineer shall be notified immediately if any material containing asbestos, lead or other hazardous waste material is detected.

The Consultant shall adhere to applicable Engineering and Construction Procedures (ECP) throughout the duration of this Contract. These procedures cover such activities as preparation of meeting minutes, filing system for documents, preparation of drawings and specifications, preparation of cost estimates, performing constructability reviews, performing engineering calculations, performing inspections, construction support services, etc. Applicable ECP's are listed in Section 3, Applicable Specifications and Standards.

### **C. Coordination with other projects:**

During the design of this project, coordination must be maintained, as required, with all on-going projects, including ITS projects, on the bridge and other facilities, as well with outside agencies and their projects, i.e. NYS DOT (Gowanus and Belt Parkway reconstruction projects), NYC DOT, NYC Parks Department, Fort Hamilton Army Base, etc. As part of on-going work on the VNB, the Consultant and its Sub-consultants may be required to attend coordination and other meetings during the project design. The coordination may also require exchange of design information with other Authority Consultants and Contractors, and/or outside Agencies. In addition, the Consultant will be required to share information and attend meetings with community boards, Fort Hamilton Army Base and other State or City Agencies or their representatives as deemed necessary by the Authority.

## **2.0 BRIDGE DESCRIPTION & HISTORY**

The VNB decks carry three lanes of traffic in each direction, on each level. The Lower Level currently carries only cars and bus traffic. Truck traffic has not been allowed on the Lower Level since the fall of 2002. By 2017, it is anticipated that the Upper Level will carry 7 lanes of traffic, and that trucks will be directed to the Lower Level.

**2.1.:** Currently the Belt Parkway Ramp structures include:

Structure	Bridge Number	Deck Area
*Belt Parkway Ramp to West Bound Lower Level	BIN 552121 B	14,900 sf
Eastbound Lower Level to Belt Parkway Ramp	BIN 552121 D	16,600 sf
*Ramp to/from Belt Parkway and Ramp to Westbound Upper Level	BIN 552121 F	144,00 sf
Eastbound Upper Level to Belt Parkway Ramp	BIN 552121 H	12,400 sf
Ramp to Belt Parkway Eastbound	BIN 551900	22,100 sf
Ramp from Belt Parkway Westbound	BIN 551910	1,200 sf

**\* At the conclusion of VN-80C construction Ramp B will carry Belt Parkway traffic to the Upper Level, and Ramp F continuation will carry Belt traffic to the Lower Level.**

A single, left lane exit ramp (BIN 552121 H) from the upper level roadway joins with a single, left lane exit ramp (BIN 552121 D) from the lower level to form the two lanes to the eastbound Belt Parkway (outbound lanes of BIN 552121 F). An additional two-lane structure exists at the end of the ramp where it crosses over the Belt Parkway (BIN 5521900). Access from the westbound Belt Parkway to the VNB is achieved via this same structure (inbound lanes of BIN 552121 F) with two lanes, one destined for each level of the VNB (a single lane continuation of BIN 552121 F for the upper roadway and BIN 552121 B for the lower roadway). An additional structure (BIN 5521910) exists where the westbound ramp from the Belt Parkway crosses over an access roadway of Fort Hamilton.

For the most part, the ramps are carried on viaduct-type structures, which have a concrete deck, a multi-plate girder superstructure, rocker bearings and are supported on reinforced concrete piers. These ramps have provided over 40 years of service and require rehabilitation. The existing concrete deck slabs are showing signs of accelerated deterioration (rusting reinforcement and map cracking of deck surface) and have reached their useful life expectancy. The extent of the deterioration of the decks is evident by the presence of the numerous potholes and pothole repairs, under the asphalt overlay. The bearings have deteriorated, and are inadequate for seismic forces. The electrical and communications systems, within the project limits, require replacement. The superstructure is in good condition. The existing lead paint was mechanically cleaned and over-coated (encapsulated) in 1999.

In 2010 and 2011 the Belt Parkway Ramps were overlaid with asphalt (from Belt Parkway to the Brooklyn anchorage), and Rosphalt (from Brooklyn anchorage to connector ramps), in an attempt to maintain the serviceability of the ramps.

## **2.2 Upper Level Approaches:**

The Upper Level Approach structures include:

Structure	Bridge Number	Deck Area
The Staten Island Approach	BIN 5521218	Spans 1-9
The Brooklyn Approaches	BIN 5521218	Span 15-19
	BIN 552121E	Spans 1-39 (spans 13-35 are part of a concrete viaduct)
	BIN 552121I	Spans 1-4
	BIN 552121G	Spans 1-16

The Brooklyn upper level approaches are comprised of four BIN's. In the westbound direction they include BIN 552121 E (spans 1-39) and BIN 5521218 (spans 15- 19).

In the eastbound direction they include BIN 552121G (spans 1-16), BIN 552121I (spans 1-4) and BIN 5521218 (span 15- 19). BIN 5521218 and BIN 552121G carry three lanes of traffic for five spans and 9 spans, respectively, and two lanes of traffic for the remaining six spans on BIN 552121G. The left lane breaks off from BIN 5521218 to form an exit ramp for the Belt Parkway, and the right shoulder widens to become BIN 552121I.

The Staten Island Upper Level approaches are comprised of only one BIN, 5521218 (spans 1-9). The Staten Island approaches link the Verrazano Narrows Bridge to the toll plaza. There are no on or off ramps connected to the Staten Island approaches.

The approach decks are comprised of a 9" thick reinforced concrete slab supported by steel stringers. There are fabricated concrete parapets and safety walkways along the approaches.

The Upper Level approaches had an installation of a latex modified concrete overlay performed in the 1990's via Project VN-17. The deck rehabilitation included partial and full depth replacement. In areas where partial depth replacement was required, the top 3.0 inches of the original concrete deck was removed and replaced with Latex Modified Concrete of the same depth. In areas requiring full depth removal, the new deck was replaced with a 7.5 inch concrete slab topped with a 1.5" overlay of Latex Modified Concrete.

Subsequent problems occurred with overlay cracking and de-bonding. Several rehabilitation efforts since have included epoxy injection of cracks, deck sealing and pothole repairs but inevitably the condition of the approaches has worsened

### **3.0 APPLICABLE SPECIFICATIONS AND STANDARDS –**

All work shall be performed in conformance with the latest standard practices and requirements specified herein:

- A. AASHTO Standard Specifications for Highway Bridges, latest edition
- B. NYSDOT Standard Specifications, latest edition
- C. The New York State Steel Construction Manual, Latest Edition
- D. National Manual of Uniform Traffic Control Devices, latest edition
- E. MTA Bridges and Tunnels Engineering and Construction Procedures Nos. 102, 104, 106, 107, 110, 112, 120, 201, 202, 301, 308, 319, and 327
- F. NFPA 70-2005 National Electric Code
- G. ANSI C2-2002 National Electrical Safety Code
- H. NFPA 502-2004 Standard for Roadway Tunnels, Bridges and Other Limited Access highways
- I. IEEE Std 141-1993 (R1999) IEEE Recommended Practice for Electrical Power Distribution in Industrial Plants
- J. NYSDOT Part 131 Accommodation of Utilities within State Highway Right of Way

- K. IEEE 242-2001 IEEE Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems
- L. IEEE 1584-2002 IEEE Guide for Performing Arc Flash Hazard Calculations
- M. NETA ATS-2003 Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems
- N. NFPA 70E-2004 Standard for Electrical Safety in the Workplace
- O. TBTA Bridge Roadway Lighting Policy and Guidance
- P. ANSI C136.31-2001 American National Standard for Roadway Lighting Equipment – Luminaire Vibration
- Q. IESNA LM 50-99 Photometric Measurements of Roadway Lighting Installations
- R. IESNA RP 8-00 Recommended Practice for Roadway Lighting
- S. IESNA RP 19-01 Recommended Practice for Roadway Sign Lighting
- T. IESNA TM 10-00 Addressing Obtrusive Light (Urban Sky Glow and Light Trespass) in Conjunction with Roadway Lighting
- U. IEEE C2-2002 National Electrical Safety Code, Latest Edition
- V. Applicable NEMA and ANSA Standards
- W. NYSBM – New York State Bridge Manual
- X. Design criteria: The criteria includes strength design, fatigue design and deflection criteria for the following live loads:
  - AASHTO HS25 live load (truck or lane load, whichever controls) which is the AASHTO HS20-44 live load increased by a factor of 1.25
  - AASHTO Alternate Military Loading increased by a factor of 1.25, i.e. two 30,000 lb. axles spaced 4'-0" apart (GVW = 60,000 lbs.)
  - 4-axle dump truck weighing 79,000 lbs. (GVW)
  - T6 Lane Load which is AASHTO HS20-44 Lane load increased by a factor of 1.676.
  - See VN-17 and VN-80 for lane loadings, cases and load concentrations
- Y. New York City Department of Transportation, (2004) "Ground motions for seismic analysis", New York City, NY.
- Z. New York City Department of Transportation, (2008) "Seismic Design Criteria Guidelines", New York City, NY

#### **4.0 SCOPE OF WORK**

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

1. The Consultant shall study and analyze each of the nine projects. Each project shall have a separate report. Projects deemed viable (determined to be constructible or advanced), shall be included in the Master Plan and Matrix. For projects found to be non-viable, the Consultant shall provide a summary within the report which quantifies the reasons, obstacles and/or constraints which support the conclusion that the project is non-viable.

Develop a Master Plan Matrix, which shall take into account costs, construction sequencing, MPT, existing conditions, and jurisdictional and environmental issues, and how each project impacts the remaining/other projects in the Master Plan. The Consultants shall analyze each project and specify the distinct phases (for projects considered constructible) and their order of development and implementation. The Master plan shall specify how best to sequence the projects; which projects can be accomplished concurrently, which can precede and which can trail. Interim repairs shall be included in the Master Plan, and do not need be limited to a single repair or location, or a specific repair, but as needed and grouped based on need, deterioration, safety and MPT.

The Master Plan shall include clearly defined milestones for the procurement of each approved project, including but not limited to design and construction phases, and costs for each phase/milestone. The Master Plan shall incorporate the VNB's current Capital Plan and its associated milestones and costs.

For each project the consultant shall develop a task budget which shall include, but not be limited to costs for

1. Design
2. Construction
3. Construction Inspection
4. Force account ( TBTA personnel costs)
5. Recommended contingencies based on risks including but not limited to permitting, mitigations, and acquisitions
6. Project schedules
7. Detailed scope of work, in order to fully develop Request For Proposals for the task

In addition the Consultant shall also develop a table indicating the costs and impacts associated with delaying or postponing each phase of the Approved Master Plan.

The Master Plan shall also include an action plan to resolve any issue related to jurisdiction, ownership and responsibility for maintenance and construction, and their associated costs and milestones

2. Produce conceptual designs as follows: For purposes of the proposal it shall be assumed that the designs will be packaged as separate construction contracts:
  - Brooklyn and Staten Island Upper Level Approaches to provide 50 year service life
  - Belt Parkway Ramps, connector ramps and right hand exit ramp (or best alternative) to provide 50 year service life

3. The Consultant shall coordinate with any outside agencies, including, but not limited to Ft Hamilton Army Base, NYC Parks Department, NPS, NYSDOT, NYCDOT, etc., as necessary to advance the design and obtain any necessary permits. The Consultant shall include the preparation of executive level presentations as deemed necessary, and as directed by the Engineer.
4. Provide testing, modeling, wind studies, borings, surveys, seismic analysis, and data collecting as necessary to develop the Master Plan, conceptual designs, and full designs.
5. The Consultant shall assume a minimum of 100 meeting will be required with outside agencies.

## **B. Project Tasks**

Prior to the start of work under each task, the Consultant shall meet with the Engineer to discuss in detail the requirements for each task. See Section 9 for a detailed project schedule. The project shall be divided into the following tasks:

Task 1      Administrative Procedures

Task 2      Review of relevant reports, Investigations and design briefs

Task 2.A: Master Plan

Task 2.B: Conceptual Designs of

Staten Island and Brooklyn UL Approaches

Belt Parkway Ramps (including connector ramps and right hand exit (or best alternative)).

Task 2 C: EA/EIS

Task 2 D: Other Conceptual designs

Task 3      Preliminary (40%) Design (Not included in Cost Proposal)

Task 3.1: Preliminary Design for Upper Level Approaches

Task 3.2: Preliminary Design for Interim Repairs

Task 3 3: Preliminary Design for other approved Designs (TBD)

Task 3.4: Preliminary Design for Belt Parkway Ramps

Task 3A      Value Engineering (Not included in Cost Proposal)

Task 3A.1: Value Engineering for Upper Level Approaches

Task 3A.2: Value Engineering for Interim Repairs

Task 3A 3: Value Engineering for other approved Designs (TBD)

Task 3A.4: Value Engineering for Belt Parkway Ramps

Task 4      **Advanced (70%) Design (Not included in Cost Proposal)**

- Task 4.1:      Advanced Design for Upper Level Approaches
- Task 4.2:      Advanced Design for Interim Repairs
- Task 4.3:      Advanced Design for other approved Designs (TBD)
- Task 4.4:      Advanced Design for Belt Parkway Ramps

Task 4A      **Constructability Review (Not included in Cost Proposal)**

- Task 4A.1:      Constructability Review for Upper Level Approaches
- Task 4A.2:      Constructability Review for Interim Repairs
- Task 4A.3:      Constructability Review for other approved Designs (TBD)
- Task 4A.4:      Constructability Review for Belt Parkway Ramps

Task 5      **Final (100%) Design and Bid Package (Not included in Cost Proposal)**

- Task 5.1:      Final Design for Upper Level Approaches
- Task 5.1a:      Bid Package for Upper Level Approaches
- Task 5.2:      Final Design/Bid Package for Interim Repairs
- Task 5.2a:      Bid Package for Interim Repairs
- Task 5.3:      Final Design/Bid Package for other approved Designs (TBD)
- Task 5.3a:      Bid Package for other approved Designs (TBD)
- Task 5.4:      Final Design for Belt Parkway Ramps
- Task 5.4a:      Bid Package for Belt Parkway Ramps

Task 6      **Pre-Award Requirements (Not included in Cost Proposal)**

- Task 6.1:      Pre-Award Requirements for Upper Level Approaches
- Task 6.2:      Pre-Award Requirements for Interim Repairs
- Task 6.3:      Pre-Award Requirements for other approved Designs (TBD)
- Task 6.4:      Pre-award Requirements for Belt Parkway Ramps

Task 7      **Support Services During Construction (Not included in Cost Proposal)**



- Task 7.1: Support Services during Construction for Upper Level Approaches
- Task 7.2: Support Services during Construction for Interim Repairs
- Task 7.3: Support Services during Construction for other approved Designs (TBD)
- Task 7.3: Support Services for Belt Parkway Ramps

**Allowances (TO BE INCLUDED IN COST PROPOSAL)**

<b>Task 7A</b>	<b>Unanticipated Design Services: \$ 1,000,000</b>
<b>Task 7B</b>	<b>Testing Allowance: \$ 450,000</b>
<b>Task 7C:</b>	<b>Wind Testing Allowance \$ 450,000</b>
<b>Task 7D</b>	<b>Traffic Modeling Allowance \$ 200,000</b>

**Task 8 Permitting (Not included in Cost Proposal)**

- Task 8.1: Permitting for Upper Level Approaches
- Task 8.2: Permitting for Interim Repairs
- Task 8.3: Permitting for other approved Designs (TBD)
- Task 8.4: Permitting for Belt Parkway Ramps

**C. Project Phases**

The Project is divided into specific tasks that can be grouped into four phases with respect to the cost proposal. The Phases are as follows:

1. Phase I
  - Task 1 Administrative Procedures
  - Task 2 Review of relevant reports, Investigations, and Design Brief
    - Task 2A-Master Plan
    - Task 2B-Conceptual Design of Belt Parkway Ramps and Upper level Approaches

**SET ALLOWANCES:**

Task 7A	Unanticipated Design Services: \$ 1,000,000
Task 7B	Testing Allowance: \$ 450,000
Task 7C:	Wind Testing Allowance \$ 450,000
Task 7D	Traffic Modeling Allowance \$ 200,000

2. Phase II (Not Included in Cost Proposal)

Task 2C EA/EIS

Task 2D Other Conceptual Designs

3. Phase III- For Approved Conceptual Designs **(Not Included in Cost Proposal)**

- Task 3 Preliminary (40%) Design of approved conceptual designs
- Task 3A Value Engineering
- Task 4 Advanced (70%) Design
- Task 4A Constructability Review
- Task 5 Final (100%) Design and Bid Package
- Task 6 Pre-Award Requirements
- Task 8 Permitting

4. Phase IV- For All Designs **(Not Included in Cost Proposal)**

- Task 7 Construction Support Services

**Only the costs for Phase 1 shall be included in the initial proposal. Upon completion of the Master Plan and acceptance of the recommendations, the scope for Phase II (Task 2C and 2D) shall be established and the Consultant may be asked to provide a proposal. Upon the completion of and approval of the conceptual designs the scope for Phase III (designs-task 3-8) shall be established and Consultant may be asked to provide a proposal for the final design. Upon completion of Phase III, the scope for construction support services (Phase IV) shall be established, and the Consultant shall provide a cost proposal. Conceptual Designs shall be approved on a project by project basis, and if deemed required, cost proposals for full designs may be added for individual projects. The approval of conceptual designs may be staggered, thus the commencement of an individual project's full design and construction may also be staggered.**

A detailed description of tasks is included in Section 5.0, Project Tasks, below.

## **5.0 PROJECT TASKS**

This project includes the tasks as described below. Additional requirements are described in full in Section III, Part B, Technical requirements.

### **5.1 Task 1: Administrative Procedure**

Refer to Task 1 of Section III, Part B, Technical requirements for details.

### **5.2 Task 2: Review of relevant reports, Investigations, and Design Brief**

Refer to Task 2 of Section III, Part B, Technical Requirements for general requirements pertaining to Investigation/Design Brief

The Consultant shall study the various tasks as outlined in the Project Objectives, and develop the Master Plan and Conceptual Designs for the UL approaches and Belt Parkway Ramps (Phase I-Task 2A and 2B).

1. Investigations:

The Investigation shall include but not be limited to the following:

1. Consultant shall review all available existing documentation, reports, real estate documents, traffic studies and data, accident reports, and drawings pertaining to the various studies, and briefs. See Section 8 for a list of available documentation.
2. Independently verify any design criteria and project information used from the existing reports, drawings, etc. Become familiar with all aspects of the bridge, structural and non-structural, which may be affected by the Work under this project.
3. Become acquainted with the daily functioning of the facility to ensure that any rehabilitation will minimize disruption to the bridge operations, and thus the traveling public, during construction. Meet with Facility Operations, Traffic Engineering and Maintenance staff to determine the Authority's needs with regard to the maintenance of traffic, HOV operations, electrical systems, SCADA, and other operational needs during construction.
4. Conduct a thorough field investigation and survey, both visual and nondestructive/destructive testing as required to confirm existing conditions (as reported in the references). A written field investigation plan shall be submitted for TBTA approval prior to implementation. **Note: Consultant to provide notification to the Engineer before performing inspection in areas containing asbestos containing materials.** As part of this plan, determine what laboratory testing is required for the field investigation and design. Indicate the number and kind of items that will require testing and provide a cost estimate for the services. Retain the services of a New York State certified testing laboratory to perform the testing under the Consultant's direction. **Names of proposed laboratories and sub consultants, if any, including their testing cost proposals shall be submitted for approval prior to the start any work.** The cost for all testing will be allocated (drawn down) from Task 7B: Testing Allowances, as approved by the Authority. Upon completion of the field investigation, the consultant shall submit a report with a summary of findings. Summary of findings shall be referenced in the Master Plan and used to support recommendations presented in the Master Plan.
5. Conduct a thorough investigation of all areas to be affected during construction to determine the presence of hazardous materials. Consultant shall submit a hazardous material investigation plan and cost proposal to the Engineer for approval prior to beginning the work. The cost for all testing will be allocated (drawn down) from Task 7B: Testing Allowances, as approved by the Authority.

Once the investigation is completed, Consultant shall submit a Hazardous Material Report for review and approval.

6. Determine any need for reconfiguration of other agency structures (Park, Senior citizens center, Army facilities, city streets, and highways) associated with rehabilitating the Upper Level approaches and Belt Parkway Ramps (including connector ramps and right hand exit ramp (or best alternative)) to meet current standards. Determine jurisdiction and ownership issues, and costs associated with any reconfiguration of non TBTA property, and assist the TBTA in developing a remedial action plan
7. Conceptual designs will be developed for the Upper Level approaches and Belt Parkway Ramps, including connector ramps and right hand exit ramp, and shall include three different deck replacement options; (alternatives) will be explored for the UL approaches as well as for the Belt Parkway Ramps. The details will be sufficiently refined to verify that the particular options are structurally adequate, constructible, and complete enough for cost estimating purposes. Geometric features shall meet current AASHTO standards.
8. Maintenance and Protection of Traffic schemes to be evaluated for the Upper Level shall include a full time one-lane closure, in each direction, on the Approaches. Full Upper Level closures will also be available for night work on the approaches. One daytime lane closure may also be available in addition to the full time one lane closure. Three lanes of traffic plus the HOV lane must be maintained on the Upper Level during peak hours in the peak direction. MPT schemes to be investigated should include reduced lane width options, in lieu or in conjunction with permanent lane closures. The Consultant shall utilize an approved traffic simulation model to determine the optimum MPT schemes. Traffic modeling costs to be submitted for approval prior to the start of modeling, and drawn down from Task 7D Traffic Modeling Allowance, as approved by the Authority
9. Maintenance and Protection of Traffic schemes to be evaluated for the Belt Parkway Ramps shall include full ramp closures week nights from 11pm to 4 am. In addition, lane closure(s) (in each direction) week night from 9:00 pm to 5:00am. All full closures will require coordination and permits from NYC DOT (OCMC). The Consultant shall utilize an approved traffic simulation model to determine the optimum MPT schemes. Traffic modeling costs to be submitted for approval prior to the start of modeling, and drawn down from Task 7D Traffic Modeling Allowance, as approved by the Authority.
10. Consultant shall investigate and determine what permits will be needed for performance of the construction work on the Upper Level and Belt Parkway Ramps from agencies such as: NYSDOT, NYCDOT, NYCDPR, NYC Fire Dept., NYSDEC, DEP, and any others as applicable.
11. Evaluate lighting and drainage system options and make recommendation. Evaluate the use of LED lighting as one possible lighting system.
12. Consultant shall determine if an EIS or EA will be needed for the implementation of any portions/tasks of the Master Plan. The Consultant shall develop a table indicating which tasks will require an EA and which will require an EIS. If an EIS is required, the Consultant shall clearly indicate which task can move forward

independently of the EIS. The EA/EIS results shall be incorporated into the Master Plan.

13. Conduct a thorough investigation to locate all existing utilities and determine appropriate protection schemes for those to remain.
14. The Consultant shall analyze various options for maintaining traffic on the ramps, as well as the UL approaches, including full closure, and staged construction. The Consultant shall include the widening of the Belt Ramps to facilitate maintaining traffic during staged construction. Nighttime work shall be considered in order to minimize traffic impacts and expedite construction, however noise and community impacts of night work must be evaluated. The Consultant shall utilize an approved traffic simulation model to determine the optimum MPT schemes. Traffic modeling costs to be submitted for approval prior to the start of modeling, and drawn down from Task 7D Traffic Modeling Allowance, as approved by the Authority

## 2. Master Plan

Contents of Master Plan shall include, but not be limited to the following:

1. Narrative materials and data, maps and drawings, and presentation materials which describe and illustrate existing conditions and proposed developments and changes in conditions of the facility.
2. Include required actions based on Environmental and Historic Preservation Policies and Procedures.
3. An analysis of existing conditions, including but not limited to structural and safety deficiencies and traffic flows.
4. A Matrix which shall include a description of the relationship of each study and its impact on other components (tasks) of the Master Plan.
5. A summary sheet for easy reference providing the following information for each project:
  - (1) Project Cost
  - (2) Projects milestones
  - (3) Any other useful statistics and facts
6. Include a description of the efforts and costs that may be required by the TBTA to coordinate with affected agencies, and obtain permits, ROW, MOU's, and approvals to implement each project

7. An evaluation of projected transportation impacts resulting from each task.

3. Preparation of matrixes/tables to evaluate the technical alternatives investigated for the Upper Level and Belt Parkway Ramps as discussed below

A. Belt Parkway Ramp rehabilitation/replacement ( including connector ramps and right hand exit ramp( or best alternative))

- Perform a full matrix analysis of each possible combination of alternatives for foundations, substructure, superstructure and deck as investigated for the Belt Ramp, each connector ramp, and right hand exit ramp. The matrix of alternative combinations shall include, but not be limited to the following information for the Belt Parkway Ramps: foundation costs, substructure costs, superstructure costs, deck costs, temporary support costs, erection costs, demolition costs, MPT costs, life cycle costs, need for permanent lane closure and length of permanent lane closure, constructability issues, Easement and Ft Hamilton limitation, project length, suggested erection methods, environmental and jurisdictional issues, and the NPV for each alternative combination.

B. Upper Level approaches:

- Perform a full matrix analysis of each possible combination of alternatives for the Brooklyn and Staten Island Upper Level approaches foundations, substructure, superstructure and deck as investigated for each ramp. The matrix of alternative combinations shall include, but not be limited to the following information for both the Brooklyn and Staten Island Upper Level approaches: foundation costs, substructure costs, superstructure costs, deck costs, temporary support costs, erection costs, demolition costs, MPT costs, life cycle costs, need for permanent lane closure and length of permanent lane closure, constructability issues, project length, suggested erection methods, environmental and jurisdictional issues, and the NPV for each alternative combination.

The Consultant shall determine if the rehabilitation of the Belt Parkway Ramps and Upper Level approaches should be packaged as a single contract, or multiple packages. The study and determination should be developed during the Master Planning phase.

Consultant shall consult with the Authority when preparing the matrix format, so that all parties are satisfied with the format and contents of the matrix. Prior to submission of the design brief, the Consultant shall submit the matrix along with the recommended combination of alternatives for each Upper Level approach and Belt Parkway Ramps for review and discussion with the Authority.

Life Cycle Cost Analysis and Net Present Value (NPV) Analysis of Project Level Alternatives

The Consultant shall perform a life cycle and NPV analysis of each project level alternative as discussed above and assist the Authority project management staff in the preparation of inputs, data and project risk analysis to adequately identify and evaluate a minimum of three project level alternatives, including a no-build alternative. Samples of each analysis will be made available to the Consultant after award.

- The Consultant shall assess and compare at least three project level alternatives (including the recommended “build” alternative) for addressing the condition issues on the Belt Ramps and Upper Level approaches. One of these alternatives shall be a “no build” (or no action) alternative and include all of the cost impacts of taking no action on the Belt Parkway Ramps and Upper Level approaches. The project level alternatives shall be developed based on technical alternatives identified during the conceptual design phase of this project and should represent different levels of effort/investment in the facility. Project level alternatives can include (depending on the project) rehabilitation vs. replacement of major components, prefabricated vs. in-place design/construction methods, or phasing of construction to gain efficiencies. All alternatives shall be reviewed and approved by both the Engineering and Construction (E&C) and the Planning and Budget Departments prior to further development under this task.
- The Consultant shall identify any major risks for the Authority in selecting the “no build” alternative and, whenever possible, estimate a financial value to that risk in terms of travel delay, lost revenue, higher repair expenses, etc.
- Capital costs for each of the project level alternatives will be developed in order for the levels of investment required for the different alternatives to be compared to one another.
- The NPV analyses of life-cycle operating and capital costs for each project level alternative will be developed and these life-cycle costs shall be included and compared in a worksheet provided by B&T. A sample worksheet will be provided to the Consultant upon award. . Projected capital, operating and maintenance costs and revenue impacts shall be confirmed and validated with the Planning & Budget, Operations/Maintenance and Engineering & Construction Departments prior to inclusion in the analyses.

The NPV shall be derived from an analysis of the following:

- **Total Capital Outlay/Project Funding:** the Authority’s debt service obligation along with initial one time Capital Expenditure shall be used.
- **Total Operating and Maintenance Costs** – any anticipated expenditures by Authority Operation or Maintenance personnel, i.e.,
  - Construction Sergeant,

- Authority's assistance in closing lanes on the bridge, additional movement of HOV Barrier, or toll plaza as may be required for construction,
- **Cost Avoidance** - any savings that the Authority will incur from the project i.e.,
  - The project shall eliminate partial depth and full depth deck repairs by 3<sup>rd</sup> party and Authority personnel,
  - elimination of roadway plate installations and maintenance,
  - elimination of overnight deck repairs,
  - other cost avoidance savings
- **Revenue Impact** – revenue or toll collection impact from any increase or decrease in traffic
  - Reduced traffic volume due to construction staging
- **Life Cycle Costs**

The Consultant shall use discount rate to be provided by the Authority at the time of the analysis. The time period shall be 50 years starting from the year that Capital Outlays/Project Funding is to be allocated, unless otherwise directed by the Authority. Project funding shall consist of construction estimates and all force accounts and other 3<sup>rd</sup> party contracts normally entered into by the Authority for construction purposes.

- The Consultant shall identify any special operating cost savings directly attributable to the implementation of the preferred project level alternative, since these operating cost savings are necessary for the Authority to justify the investment. The Consultant shall also identify any new operating costs requirements demanded by implementation (after completion) of the considered alternatives, e.g. enforcement, maintenance, electricity, etc.
- The Consultant shall identify travel time savings (if any) for B&T customers directly attributable to the implementation of the preferred alternative and explain the source of those travel time estimates. As a part of the MTA family, B&T is also especially interested in any travel time savings for buses or express buses that use B&T facilities.
- The Consultant shall identify any major bridge components that will have its life extended through implementation of each alternative and explain both how that component life extension will be achieved and the cost avoidance achieved through that life extension (if any).
- The Consultant shall add any other information that, in the consultant's professional judgment, would help to justify the preferred project level alternative from a Best Value (financial) perspective.



The analysis summary shall include a write up of the Major Benefits and Risks of each alternative presented.

#### 4. Design Brief

The Consultant shall submit a conceptual design brief discussing technical and project level alternatives investigated for each, the Upper Level approach and Belt Parkway Ramps, along with the recommended technical alternatives. The design brief discussion/drawings shall include but not be limited to the following:

- Technical alternatives for:
  - deck replacement
- Analysis of the aesthetics and environmental/community impacts for the various technical alternatives, life cycle and future maintenance costs, as well any foreseeable construction risks associated with each of those alternatives, along with the Consultant's recommendation based upon all considerations
- Consultant's recommendations, including matrixes to support discussion of alternatives and recommended technical alternative.
- Discussion of alternatives for maintenance and protection of traffic, along with recommended MPT alternative.
- Recommendation for lighting system and drainage system
- Discussion of ownership/occupancy implications, permit needs, etc.
- Discussion of Project Level alternatives, along with summary of NPV and life cycle Analysis results
- Preliminary environmental analysis under SEQRA evaluating potential impacts of the recommended project level alternative.

All technical alternatives shall be presented with a cost estimate and written evaluation of the alternatives, as well as a recommended alternative for each aspect of the work. Consultant shall discuss issues such as constructability, construction schedule, need for lane/ramp/ level closures, jurisdictional issues, interagency coordination, etc. for each alternative. The Consultant's recommended alternative shall be based upon consideration of the major Technical Benefits and the results of the NPV analysis.

The design brief shall identify any additional surveys, geotechnical or seismic investigations, needed for the design. The design brief shall also include a preliminary environmental analysis as well as a regulatory memo detailing the environmental procedures that are necessary to obtain the necessary permits, with a timetable, for each ramp. Consultant shall also prepare a regulatory memo identifying any other permits needed from agencies such as, but not limited to: NYSDOT, NYCDOT, NYCDPR, NYC Police Dept., NYC Fire Dept., with a time table for acquiring those permits as well. The conceptual design brief shall also include, as appendixes, the NPV analyses, Field Investigation Report, and Hazardous Materials Report.

15 copies of the conceptual design brief shall be submitted to the Engineer for review and approval. Task 2B shall be considered complete when the Authority has reviewed the Conceptual

Design Briefs and selected the alternatives to be advanced to full design. Scope of final design shall be established and at the authority's sole discretion, a proposal for final design may be requested for all approved conceptual designs.

### **5.3 Task 3: Preliminary (40%) Design (Not included in Cost Proposal)**

Refer to Task 3 of Section III, Part B, Technical Requirements for general requirements pertaining to preliminary design.

The consultant shall perform the Work of this Contract in accordance with applicable laws, codes, rules and regulations. The Consultant shall pay special attention to construction projects planned at the bridge and shall incorporate into design documents any planned changes that may affect the design.

The following tasks shall be performed as part of Task 3: To be defined once Task 2 is completed

### **5.4 Task 3A: Value Engineering (Not included in Cost Proposal)**

Refer to Task 3A of Section III, Part B, Technical Requirements for general requirements pertaining to value engineering.

The following tasks shall be performed as part of Task 3A: To be defined once Task 2 is completed

### **5.5 Task 4: Advanced (70%) Design: (Not included in Cost Proposal)**

Refer to Task 4 of Section III, Part B, Technical Requirements for general requirements pertaining to advanced design.

The following tasks shall be performed as part of Task 4: To be defined once Task 2 is completed

### **5.6 Task 4A: Constructability Review (Not included in Cost Proposal)**

Refer to Task 4A of Section III, Part B, Technical Requirements.

The following tasks shall be performed as part of Task 4A: To be defined once Task 2 is completed

### **5.7 Task 5: Final (100%) Design and Bid Package (Not included in Cost Proposal)**

Refer to Task 5 of Section III, Part B, Technical Requirements for general requirements for Final Design and Bid Package.

The following tasks shall be performed as part of Task 5: To be defined once Task 2 is completed

**Bid Package requirements:**

Upon the Engineers' review of the 100% submittal, the Consultant shall revise plans, specifications, construction cost estimate, construction schedule and design computations for all disciplines as directed by the Engineer. Any reviewed revisions to the 100% submittal as a result of the Engineer's review shall be incorporated into this submittal. All bid documents shall be re-dated and issued marked in accordance with ECP 106. The Plans and Specifications required by this Contract shall be prepared in a form that is acceptable to the Engineer and shall be compatible in all respects to the Authority's standard form of Information for Bidders and Terms and Conditions.

The Consultant shall provide original, reproductive mylars, and five (5) full size and ten (10) half size copies of the plans (unless directed otherwise by the Engineer), along with the specifications and other necessary accompanying documents. A copy of design computations for all disciplines signed and stamped shall also be submitted.

The Consultant shall prepare and transmit to the Engineer five (5) sets of the detailed cost estimate of the work as finally designed, the quantity take-off sheets used to prepare the bid proposal sheets, and five (5) sets of the construction schedule. The cost estimate and schedule shall be kept confidential by the Consultant and shall not be revealed to any persons or entities outside the Authority.

In addition to the paper submissions, the Consultant shall provide 5 sets (CD's) of the bid documents. The required documentation, including drawings and plans, shall be provided, if possible, on a single CD ROM. All documentation including plans shall be in ADOBE.PDF format. Files shall be located in appropriate identified folders. If more than one CD is required, contents shall be logically divided with no subjects split between two discs. Disks shall be consecutively numbered and a complete file and key word index shall be found on each CD. The documentation shall be provided in a composite and unified presentation.

The Authority's Contract Division will prepare the complete set of Contract Documents using the Special Provisions, Technical Specifications and Drawings prepared by the Consultant and will handle the distribution of completed Contract Document and Drawings.

The Consultant shall coordinate his work with the Authority's Contract Manager and the Engineer so that the completed set of Contract Documents correctly reflects the Authority's need. All interested parties, along with the Contract Manager, will review the material furnished by the Consultant, and comment on the drawings and specifications with the aim of achieving a set of Contract Documents that conforms to the Authority's practices and allows for free and open competitive bidding. The Consultant shall allow for corrections and the consequent need to revise this work when preparing the cost proposal for this design Contract.

**5.8 Task 6: Pre-Award Requirements (Not included in Cost Proposal)**

Refer to Task 6 of Section III, Part B, Technical Requirements for general requirements.

The following tasks shall be performed as part of Task 6: To be defined once Task 2 is completed

During the bidding period for the Contract, the Consultant shall answer no question that might be tendered to him by prospective bidders or those who have obtained the bid documents. All questions should be referred to the Contract Manager, in writing. Also, the Consultant shall accompany the Engineer when touring the site with bidders.

The Consultant should note that the Engineer reserves the right to deduct from amounts owing to the Consultant, costs incurred in the procurement of apparatus or of construction arising from design errors or omissions of the Consultant, to the extent that such costs results in a Contract price over and above what the Contract price would have been had such design errors or omissions not occurred or cost incurred as a result of claims of Contractor arising from the failure of the Consultant to review and return submittals in the time frame specified in the pertinent Contract Documents.

**5.9 Task 7: Support Services During Construction (Not included in Cost Proposal)**

Refer to Task 7 of Section III, Part B, Technical Requirements for general requirements.

The following tasks shall be performed as part of Task 7: To be defined once Task 5 is completed

**5.10 Task 7**

**7A: Unanticipated Design Services - Set At \$1,000,000**

The work under this task covers additional design development not anticipated or covered during the preparation of this request for proposal. Upon identification of unanticipated work, the Consultant shall prepare a scope and budget to perform the extra work. The Consultant shall not perform any extra work until approval of the scope and budget and authorization to proceed is received from the TBTA. The cost for this task is set at \$1,000,000.

It is anticipated that the funds from this allowance may be used to advance the conceptual design of the Belt Parkway Ramps and Upper Level approaches to full design. In addition a portion of these funds may also be used to advance task studies to the conceptual design phase.

**7B: Testing Allowance-Set at \$ 450,000**

The work under this task covers all testing, such as but not limited to soil borings, concrete coring of roadway decks and piers, and asbestos and lead sampling and testing, and the associated MPT necessary to perform testing. Upon identification of required testing work, the Consultant shall

prepare a scope and budget to perform the testing. The Consultant shall not perform any testing work until approval of the scope and budget and authorization to proceed is received from the TBTA. The cost for this task is set at \$450,000.

**7C: Wind Testing Allowance set at \$450,000**

The work under this task covers all wind testing requirements. Upon identification of required testing work, the Consultant shall prepare a scope and budget to perform the wind testing. The Consultant shall not perform any testing work until approval of the scope and budget and authorization to proceed is received from the TBTA. The cost for this task is set at \$450,000.

**7D: Traffic Modeling Allowance set at \$200,000**

The work under this task covers all traffic modeling and counts such as but not limited to current and future traffic growth, to determine optimum MPT schemes during construction, existing traffic counts of vehicles, pedestrians, and bikes, on and off the facility proper. Upon identification of required work, the Consultant shall prepare a scope and budget to perform the work. The Consultant shall not perform any work until approval of the scope and budget and authorization to proceed is received from the TBTA. The cost for this task is set at \$200,000.

**5.11 Task 8: Permitting (Not included in Cost Proposal)**

Refer to Task 3 of Section III, Part B, Technical Requirements for details.

The following tasks shall be performed as part of Task 8: To be defined once Task 2 is completed

The Consultant shall prepare environmental assessments under SEQRA for the above projects, and assist the Authority in acquiring any permits (environmental or other) necessary for the construction of the Upper Level approaches and Interim repairs. As part of the Design brief, the Consultant shall include the preliminary environmental analysis as well a regulatory memo detailing the environmental procedures that are necessary to obtain the necessary environmental permits, with a timetable for submitting the documentation and acquiring the permits prior to construction. Consultant shall also prepare a regulatory memo identifying any other permits needed from agencies such as, but not limited to: NYSDOT, NYCDOT, NYCDPR, NYC Police Dept., NYC Fire Dept., with a time table for acquiring those permits as well.

**6.0 COST PROPOSAL REQUIREMENTS**

The costs for all tasks included in Phase I shall be included in the initial cost proposal as follows;

**PHASE I**

Task 1 Administrative Procedures

Task 2 Review of relevant reports, Investigations and Design Brief  
A. Master Plan

B. Conceptual Designs for

1. Upper Level approaches
2. Belt Parkway and connector ramp reconstruction

SET ALLOWANCES:

Task 7A	Unanticipated Design Services:	\$ 1,000,000
Task 7B	Testing Allowance:	\$ 450,000
Task 7C:	Wind Testing Allowance	\$ 450,000
Task 7D	Traffic Modeling Allowance	\$ 200,000

The Consultant may submit costs for the below Phase II tasks upon request from the Engineer once Task 2A is complete. These costs will be negotiated and an amendment issued at a later date. **The work on Phase II may be initiated only after the issuance of a negotiated amendment to the Contract.**

**PHASE II**

The following Task is included in Phase II

- Task 2      Review of relevant reports, Investigations and Design Brief  
                 C. EA/EIS  
                 D. Other Conceptual Designs

The Consultant may submit costs for the below Phase III tasks upon request from the Engineer once conceptual designs have been approved. These costs will be negotiated and an amendment issued at a later date. **The work on Phase III may be initiated only after the issuance of a negotiated amendment to the Contract.**

**PHASE III**

The following Task is included in Phase III

The following Tasks are for the all conceptual designs approved under Phase II:

- Task 3      Preliminary (40%) Design
- Task 3A     Value Engineering (remove if not using)
- Task 4      Advanced (70%) Design
- Task 4A     Constructability Review

Task 5        Final (100%) Design and Bid Package

Task 6        Pre-Award Requirements

Task 8        Permitting

The Consultant may submit costs for the below Phase IV task upon request from the Engineer once the Final Designs are substantially complete. These costs will be negotiated and an amendment issued at a later date. **The work on Phase III may be initiated only after the issuance of a negotiated amendment to the Contract.**

#### **PHASE IV**

The following Task is included in Phase IV

The following Tasks are for the all Full Designs approved under Phase III:

Task 7        Support Services During Construction

### **7.0    STAFFING**

The Consultant's project staff shall demonstrate successful prior experience in Master Planing and design and construction of major bridges structures with an emphasis on deck replacement, substructure rehabilitation, roadway approaches, as well as related disciplines such as structural, surveying, hazardous waste remediation, civil including maintenance of traffic and traffic simulations, electrical design, and the completion of any necessary environmental documentation necessary to acquire all necessary environmental permits. The Consultant shall also demonstrate successful prior experience in the preparation of Net Present Worth Analysis and preparation of Business Cases justifying construction expenditure. The Consultant's Project Manager shall be a licensed Professional Engineer with New York State with a minimum of twenty (20) years of professional experience in similar work. The lead Project Engineer for each discipline shall be a licensed Professional Engineer with New York State with at least fifteen (15) years experience in similar or related work.

The technical proposal shall include a breakdown of individual hours per task for each member of the project staff and constructability review team. Provide an organization chart depicting levels of responsibility and reporting relationships for the entire staff.

### **8.0    AVAILABLE DOCUMENTATION**

The Consultant shall have access (in accordance with the Authority's Security Procedures) to the Authority's CAD files, microfilm file and reproduction equipment in the library for his use and reproduction of existing plans required for the development of Contract Documents. The drawings in the Authority's CAD and microfilm file are being made available without any guarantee on the part of the Authority as to drawings' accuracy or completeness. These drawings are made available in good faith, but they are not intended as a substitute for the Consultant's personal investigations, interpretations or judgment. Consultant shall field verify all information used in preparation of the construction documents. It is therefore expressly understood that the Consultant shall make no claim of any kind against the Authority based on the contents of these plans, studies or drawings.

"Also, all ECP's referenced to through-out the RFP, Authority Requirements for Consultant Quality Management and Safety, can be obtained from the Engineering and Construction Department, Quality Assurance Division, located at 2 Broadway, 21<sup>st</sup> Floor, phone numbers (646) 252-7169 and (646) 252-7658. Any other referenced documents, including Biennial Inspection Reports are also available for review and can be obtained from the Engineering Information Center located at 2 Broadway, 22<sup>nd</sup> Floor, New York, NY 10004. The Engineering Information Center is open from 8:00 AM to 3:30 PM, Monday to Friday. Appointments can be made by filling the "Visitor Appointment Request Form", which can be found on the internet at: <http://www.mta.info/bandt/html/forms.html>. Or by calling (646) 252-7807 or (646) 252-7853."

All drawings, reports, etc. loaned to the Consultant shall be signed out by the Consultant and all reference material, if borrowed to reproduce, shall be returned within 72 hours by the Consultant.

It shall be the responsibility of the Consultant to protect from damage materials loaned to the Consultant. The Consultant shall replace any damaged documents at his own cost by legible duplicate acceptable to the Engineer.

Consultant shall utilize existing documents to the greatest extent possible to minimize package development cost.

The following is a list of selected documents, which may contain relevant information:

- a) VN-84: Feasibility Study to widen the Belt Parkway Ramps at the Verrazano Narrows Bridge. The study was performed by Weidlinger Associates Inc., in 2002.
- b) VN-80B: Upper Level Deck replacement ( construction 2012-2017)
- c) VN-80C: New HOV Ramp at the VNB ( construction scheduled 2013-2016)
- d) 2012 Biennial Inspections-Haks and Sells
- e) VN-17A-Lower Level Approaches Design-seismic
- f) GFM-419A Task 27 Scoping study for project VN-17U Rehabilitation of the UL approaches-2007 Edward and Kelcey
- g) VN-36 Seismic Study



- h) VN-86: URS study to Widen EB Gowanus ( 2013).
- i) GES-191- Belt Parkway study ( 2012-Jacobs/Sam Schwartz)
- j) NB-12: Brooklyn Approaches. The design was completed in 1961.
- k) NB-201 Brooklyn Approach, Steel work Stage 2 Construction.  
Construction was completed in 1968
- l) NB-202 Main Span and Brooklyn Approach Stage 2 construction.  
Construction was completed in 1968.
- m) Various Traffic count reports performed by/under contracts VN-84, VN-03, NYS DOT, and the Authority's Operations Department
- n) Verrazano-Narrows Bridge Pedestrian and Bike Path- Amman Whitney - 1997.

## **9.0 SCHEDULE**

### **A. Submittal Schedule for Design Packages for proposal purposes**

The Consultant shall progress and complete the performance of the services required for each task in the same order set forth below. (Time allowed for Engineer's review is included in the duration, and is approximate.)

The Consultant may propose an alternate schedule, provided that sufficient review time for the Engineer is allowed, and that alternate schedule is less than or equal in duration than is noted below in the schedule. In addition, depending upon the findings during the design brief stage, and deteriorating deck conditions, the schedule may be adjusted as directed by the Engineer.

<b>Task No.</b>	<b>Description</b>	<b>Duration (Weeks)</b>	<b>Duration (Weeks from Notice to Proceed)</b>
<b>1</b>	<b>Administrative Procedure</b>	On-going	
<b>2</b>	<b>Review of Relevant Reports, Investigations and Design Brief</b>	25	25
	<b>Authority Review</b>	4	29
	<b>2A: Master Plan</b>	30	59
	<b>Authority Review</b>	8	67
	<b>2B: Conceptual Designs</b>	31	98
	<b>Authority Review</b>	6	104

Based on the above time frame, the total design duration (Tasks 1, 2A and 2B) is 104 weeks from the date of the Notice of Award. All other tasks, and associated times frames, will be negotiated at a later date.

## **1. BAR CHART SCHEDULE**

Refer to the Section III, Part B, Technical Requirements for additional requirements.

### **a. General**

The Consultant shall submit a preliminary schedule of the work to be performed and the man-days required for EACH unit as a part of his proposal. The schedule shall be in form of a computerized project management system such as PRIMAVERA or another compatible system and shall become the baseline schedule for the project. The schedule for each unit shall contain an overall plan view of the project and its corresponding details. The bar chart schedule for the project shall meet the following requirements:

1. Each activity shall be identified by a unique alphanumeric combination which should indicate work item, location of work and work team including sub-Consultants or Sub-Contractors. Each sub-Consultant or Sub-Contractor shall be indicated by a specific Code.

1. No more than 48 characters shall describe each activity.

Activities duration shall be expressed in full working days, based on the proposed workweek. Allowance shall be made for phasing, no-work holidays, lost time due to weather and productivity loss due to lane closures, stoppages due to emergency conditions, setting up and removals from work sites, and coordination with other Contractors working in the area.

The bar chart schedule shall highlight milestones.

For each activity the Consultant shall provide the Contract cost and man-days applicable to the activity. Costs shall be proportioned on a detailed cost breakdown for each work item, which shall be provided by the Consultant.

For each activity the Consultant shall list the number of workers or each class to be employed and the number of man-hours for each class. The Consultant shall maintain time-sheet records in which each activity shall be identified. Any time card change/revision shall be initiated by the affected person and the supervisor.

### **b. Additional Reports**

In addition to the bar chart schedule, the following material shall be provided by the Consultant monthly. The information provided shall be consistent with that of the payment request for the same month. Discrepancies between the payment request and the information provided in the report shall be considered sufficient reason to reject the payment request.

1. Comparison with the baseline schedule on early start dates.

2. Time-lined graphs showing scheduled Contract work time, planned cumulative versus actual costs on a monthly scale.
3. Time-lined graphs showing scheduled Contract work time, planned cumulative versus actual Engineering man-hours on a monthly scale.
4. Time-lined graphs showing scheduled Contract work time, planned cumulative versus actual percent of work completed on a monthly scale.
5. Tabulated reports. These reports shall list all tasks and activities sorted by ID numbers in numerical order sequence, and in calendar sequences by start and finish dates.
6. The table shall show, for each task and activity, the scheduled and actual percent of work completion, or costs and of man-hours.
7. Another table shall show for each task and activity, the projected costs and man-days to completion.
8. The Consultant shall submit, by fax to the Engineer, on the first day of each quarter, a report with the dollar value of work performed until the last day of the previous quarter and which was not billed to the Authority (Accrual Report).

### **c. Submittals**

#### **(i) Initial Submittals**

To be submitted 25 days after the date of the Contract award:

1. Time phased bar chart
2. Listing of activity codes
3. Activities cost analysis
4. Man-day analysis
5. Tabulated results
6. Time-cost graphs (BCWS-Earned value BCWP-ACWP).
7. 30 day look ahead by Early Start/Total Float
8. Time-percent of work completion.
9. Quality Management System Manual
10. Consultant Safety Plan

**(ii)** Upon approval by the Engineer, the Submitted schedule and analyses become the baseline schedule. No changes in the baseline schedule shall be permitted without written consent from the Engineer.

#### **(iii) Monthly Updates**

The monthly progress reports required by Section 10 shall include monthly updates of the schedule, tabulated reports, and graphs specified in this section.

## **2. MILESTONES AND CONSTRAINTS**

The Engineer shall be allowed four weeks to review all submittals.

Milestones shall include but not necessarily be limited to:

1. Contract Award
2. Project start
3. Completion of Task 2: Review of Relevant Reports, Investigations and Design
  - Task 2.A: Master Plan
  - Task 2.B: Conceptual Designs of  
Staten Island and Brooklyn UL Approaches  
Belt Parkway and connector Ramps

**NOT INCLUDED IN COST PROPOSAL:**

- Task 2 C: EA/EIS
  - Task 2 D: Other Conceptual designs
4. Completion of Task 3: Preliminary Design
    - Task 3.1: Preliminary Design for Upper Level Approaches
    - Task 3.2: Preliminary Design for Interim Repairs
    - Task 3 3: Preliminary Design for other approved Designs (TBD)
    - Task 3.4 Preliminary Design for Belt Parkway Ramps
  5. Completion of Task 3A: Value Engineering
    - Task 3A.1: Value Engineering for Upper Level Approaches
    - Task 3A.2: Value Engineering for Interim Repairs
    - Task 3A 3: Value Engineering for other approved Designs (TBD)
    - Task 3A 4 Value Engineer for Belt Parkway Ramps
  6. Completion of Task 4: Advanced Design
    - Task 4.1: Advanced Design for Upper Level Approaches
    - Task 4.2: Advanced Design for Interim Repairs
    - Task 4 3: Advanced Design for other approved Designs (TBD)
    - Task 4.4 Advanced Design for Belt Parkway Ramps
  7. Completion of Tasks 4A: Constructability Review
    - Task 4A.1: Constructability Review for Upper Level Approaches
    - Task 4A.2: Constructability Review for Interim Repairs
    - Task 4A 3: Constructability Review for other approved Designs (TBD)
    - Task 4A.4 Constructability Review for Belt Parkway Ramps

8. Completion of Task 5: Final Design and Bid Package

- Task 5.1: Final Design for Upper Level Approaches
- Task 5.1a: Bid Package for Upper Level Approaches
  
- Task 5.2: Final Design/Bid Package for Interim Repairs
- Task 5.2a: Bid Package for Interim Repairs
  
- Task 5.3: Final Design/Bid Package for other approved Designs (TBD)
- Task 5.3a: Bid Package for other approved Designs (TBD)
  
- Task 5.4: Final Design/Bid Package for Belt Parkway Ramps
- Task 5.4a: Bid Package Preliminary for Belt Parkway Ramps

9. Completion of Task 6: Pre-Award Requirements

- Task 6.1: Pre-Award Requirements for Upper Level Approaches
- Task 6.2: Pre-Award Requirements for Interim Repairs
- Task 6.3: Pre-Award Requirements for other approved Designs (TBD)
- Task 6.4: Pre-Award Requirements for Belt Parkway Ramps

10. Completion of Task 8: Permitting

- Task 8.1: Permitting for Upper Level Approaches
- Task 8.2: Permitting for Interim Repairs
- Task 8.3: Permitting for other approved Designs (TBD)
  
- Task 8.4: Permitting for Belt Parkway Ramps

11. Completion of all remaining documentation required by the Contract

Allowances shall be made for the Authority's review cycle.

The construction schedule shall be submitted in the form of a Critical Path Method (CPM).

**10.0 PROGRESS MEETINGS AND REPORTS**

Refer to Task 1 of Section III, Part B, Technical Requirements for additional requirements.

The Consultant shall attend progress meetings with the Authority's Staff, at the Engineer's office, Verrazano Narrows Bridge and issue minutes to all attendees. A design kick-off meeting shall be held within one (1) week from the Notice of Award, and additional meetings shall be held at approximately rate of one per month throughout the course of the design of this Contract.

Additional meetings may be held at critical junctures of the project to discuss the progress and direction of the project. The Consultant shall budget for monthly meetings and ten (10) additional meetings for the project. The discipline leaders shall attend design review meetings along with the Project Manager. This Project Manager and Project Engineer shall attend the monthly progress meetings. The discipline leaders shall attend a progress meeting if a design review or technical issues are to be included in the progress meeting.

At the design kick-off meeting the Consultant shall submit a preliminary design phase schedule. Within thirty (30) days after the Notice of Award the Consultant shall submit to the Engineer a detailed design schedule, for Tasks 2, 3, 4, 5, 6, and 8. The Consultant shall prepare and submit to the Engineer all deliverables and submissions list of items to be submitted under the Contract, and include the required date of submission on the detailed design schedule. All intermediate milestones should be identified. Upon schedule acceptance by the Engineer, the Consultant must closely monitor the progress of the work and provide schedule updates on a monthly basis.

The Consultant with the submission of each monthly partial payment invoice shall submit a Progress Report during the course of the design of this Contract. The Progress Report shall summarize the work performed during the preceding month in a written narrative. The first Progress Report shall include a plot of anticipated percentage of Work completed against time for the duration of the Contract. Subsequent Progress Reports shall summarize the status of the Work, and shall include the previously discussed graphs with updates superimposed thereon.

Design review meetings will be held at the end of the review period following each project task. The Consultant will be provided with written review comments after each design submittal during the design review period. The Consultant shall be required to submit a detailed written response to each review comment prior to the next scheduled submission and within 2 weeks of receiving the comments.

The quality and accuracy of the monthly reports shall be considered in the overall performance evaluation of the Consultant (Refer to Detail Requirements, Section III, Part B of Technical requirements).

## **11.0 MAINTENANCE AND PROTECTION OF TRAFFIC**

A. The Consultant shall provide the necessary Maintenance and Protection of Traffic during the time that fieldwork is being performed. The Consultant shall provide all traffic control devices, sign and the necessary equipment (vehicular or other), required to perform the Work. All lane closures required by the Consultant shall be coordinated with concurrent construction projects at the VNB Bridge. The Consultant's field operations must be scheduled to minimize disruption of traffic flow on the bridge, and shall be coordinated with the Engineer. Lane closures will be limited to off-peak, or may be restricted to nighttime, to minimize traffic impact.

B. The Maintenance and Protection of Traffic shall be in conformance with the National "Manual of Uniform Traffic Control Devices", latest edition, and the "NYS Supplement" and the "NYS Standard Specifications", latest edition plus applicable EIs and EBs" and the requirements of the Engineer. Lighting for nighttime operations shall also with "OSHA 29CFR1926.56 Illumination".

C. The Consultant may, upon approval by the Engineer, work on weekends. The Engineer, however reserves the right to suspend the Consultant's operation at any time. There shall be no lane closing during the holidays and other special periods as specified by the Engineer.

D. Lane closures shall be submitted to the Engineer designee 1 week prior to required closure in order to allow an orderly review, coordination and approval process by E&C and Operations. Be advised that the re-opening of closed lanes can be requested at any time by the General Manager or by the Engineer at the request of the General Manager. The Consultant must comply with the re-open request immediately and shall have no claims against the Authority. Schemes for closing multiple lanes either on the plaza or other roadways will be presented by the Engineer to the Operations Department, and must be approved by the Operations Department.

E. Lane Closures may be requested during the following hours, however, due to traffic conditions, other restrictions may be imposed as the need arises:

#### HOURS OF CLOSINGS

- I. The allowable daytime hours of closures on Mondays to Thursday are:  
Verrazano-Narrows Bridge and Belt Parkway (single lane)
  1. East Bound from 10:00 am to 5:00 pm
  2. West Bound from 6:00 am to 2:00 pm
- II The allowable daytime hours of closures on Friday are:  
Verrazano-Narrows Bridge and Belt Parkway (single lane)
  1. East Bound from 10:00 am to 5:00 pm
  2. West Bound from 6:00 am to 1:30 pm
- III. The allowable nighttime hours of closures on Mondays to Thursday are:  
Verrazano-Narrows Bridge (Full level, which would include one lane on the Belt Parkway)
  1. East Bound from 10:00 pm to 5:00 am
  2. West Bound from 10:00 pm to 6:00 am
- IV. The allowable weekend hours of closures on Fridays to Saturdays are:  
Verrazano-Narrows Bridge and Belt Parkway (Single lane)
  1. East Bound from 12:01 pm to 6:00 am
  2. West Bound from 12:01 pm to 7:00 am
- V The allowable weekend hours of closures on Sunday Night are:

Verrazano-Narrows Bridge (Full level, which would include one lane on the Belt Parkway)

1. East Bound from 12:01 pm to 5:00 am
2. West Bound from 12:01 pm to 6:00 am

VI Full closure of Belt Parkway Ramps (with OCMC permit) would be allowed for a limited time from Monday thru Thursday:

1. East bound: 12:01 am to 4:00am
2. Westbound: 12:01 am to 4:00am

F. The following is a list of Holidays on which No lane closures are allowed. In addition to the day of the holiday, No lane closures are allowed after 1:00 PM on the day preceding the Holiday, or on the Friday preceding a Sunday or Monday (M) holiday.

- a. New Year's Day
- b. Easter
- c. Memorial Day (M)
- d. Independence Day
- e. Labor Day (M)
- f. Thanksgiving
- g. Christmas Day

The following is a list of Holidays on which No lane closures are allowed on the day of the Holiday only.

- a. Mother's Day
- b. Father's Day

The following is a list of Holidays on which No lane closures are allowed after 1:00 PM on the day preceding the Holiday only; or after 1:00 PM only on the Friday preceding a Monday (M) holiday.

- a. President's Day (M)
- b. 1<sup>st</sup> Day of Passover
- c. 1<sup>st</sup> Day of Rosh Hashanah
- d. Yom Kippur
- e. Columbus Day (M)

G. For the holidays listed below, no roadway closures will be permitted from 12 noon preceding the holiday until 10:00 A.M. of the holiday only.

1. Passover (First two days)
2. Rosh Hashanah (two days)
3. Yom Kippur



4. Good Friday

H. No roadway Closures will be permitted on:

1. Mother's Day
2. Father's Day

I. Roadway closures will be restricted during hours to be established by the Engineer on days of Special events:

1. Visit to New York City of a distinguished national or foreign dignitary.
2. The New York City Marathon and City-Wide Bike Tour
3. Other events.
4. Emergencies.

The Engineer will attempt to provide 48 hours notification in advance of un-anticipated events.

The Engineer shall direct the hours and days of restrictions at the onset of emergencies or unforeseen events. Because of unfavorable traffic conditions, on some occasions the Engineer may require the Consultant to re-open any closed lanes and leave the roadway. The Consultant shall supervise his Sub-Contractors during all MPT operations. An impact attenuator shall be used at all times during MPT set up and pick up between the operation and oncoming traffic.

J. The Consultant shall be responsible for maintenance and protection of traffic as per the National MUCTD. The NYS Supplement and the TBTA standard specifications. If the lane closures are expected, on non-TBTA property, the Consultant shall obtain all applicable permits from the NYC Construction Mitigation & Coordination Department.

TS-2

PRICE SCHEDULE

## PHASE I

Task 1. Administrative Procedures \$

Task 2.	Review of Relevant reports, Investigations and Design Briefs	\$_____
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(TASK 2 includes costs for Master Plan and Conceptual Designs for Upper Level approaches and Belt Parkway and connector ramp reconstruction)

Set Allowances: (NOT TO EXCEED)

Unanticipated Design Services:	\$1,000,000
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Testing Allowance: \$ 450,000

Wind Testing Allowance: \$ 450,000

Traffic Modeling Allowance:	\$ 200,000
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Total: \$\_\_\_\_\_



**Bridges and Tunnels  
Triborough Bridge  
and Tunnel Authority**

**COST PROPOSAL**

DO NOT  
WRITE IN  
SHADED  
AREAS

DATE RECEIVED	ACTION	CONTRACT NUMBER
REVIEWED BY	NAME OF PROJECT MANAGER	

**PART I – GENERAL**

1. DURATION OF PROJECT (DATES) FROM: _____ TO _____		2. TITLE OF PROPOSAL (Please be brief)
3. NAME OF PROPOSAL (CHECK ONE) <input type="checkbox"/> NEW <input type="checkbox"/> CHANGE IN (Contr No.) _____		
4. NAME AND BUSINESS OF PROPOSER: (Individual, Firm or Corporation and State in which incorporated)		5. NAME, TITLE AND MAILING ADDRESS OF PRINCIPAL BEARING TECHNICAL RESPONSIBILITY
TELEPHONE NUMBER AND EXTENSION OF BUSINESS OFFICE		
6. MAJOR SUBDIVISION THAT WILL CONDUCT WORK		7. NAME AND TITLE OF CO-PRINCIPAL (if any)

**PART II – SUPPORT** (List all sources other than TBTA from which financial support for the project covered by this proposal is expected)

SOURCE	TENTATIVE OR FIXED	PERIOD OF SUPPORT		AMOUNT (Omit cents)
		FROM	TO	
TOTAL ESTIMATED SUPPORT				

**PART III – COST AND PRICE ANALYSIS** (The information below must be complete when submitted with proposals for the procurement of professional services. If your cost accounting system does not permit analysis of cost as required, contact TBTA for further instructions.

DETAIL DESCRIPTION

1. DIRECT LABOR <i>(Specify)</i>		ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST <i>(Dollars)</i>
TOTAL ESTIMATED LABOR				
2. OVERHEAD COST ON DIRECT LABOR ABOVE		OVERHEAD RATE X BASE = OVERHEAD (\$)		
3. TOTAL DIRECT LABOR AND OVERHEAD				
4. FIXED FEE/PROFIT <i>(State basis for amount in cost proposal)</i>				
5. OTHER DIRECT COSTS <i>(Specify in Exhibit B on Page 3 for additional space)</i>		EST. COST (\$)		
TOTAL OTHER DIRECT COSTS				
6. SUBCONTRACTS <i>(Specify in Exhibit A on Page 3)</i>		DIR COST (\$)	PROFIT (\$)	TOTAL (\$)
TOTAL SUBCONTRACTS INCLUDING PROFIT				
7. SPECIAL EQUIPMENT <i>(Specify in Exhibit B on Page 3)</i>				
8. PER DIEM CONSULTANTS AND BORINGS-SURVEYS-STUDIES ETC. EST. COST (\$)		EST. COST (\$)		
TOTAL CONSULTANTS AND BORING-SURVEYS-STUDIES				
9. TRAVEL <i>(If direct charge)</i>				
A. TRANSPORTATION				
B. PER DIEM OR SUBSISTENCE				
TOTAL TRAVEL				
10. TOTAL ESTIMATED COST AND FIXED FEE/PROFIT (lines 3 through 9)				



RFP \_\_\_\_\_

**INFORMATION TO BE FURNISHED BY A PROPOSER**

(Note: For purposes of this questionnaire, the term "Consultant" refers both to a proposer and to the firm awarded the contract)

- I. Identity of consultant ("Consultant"): \_\_\_\_\_
- A. Consultant's Full Legal Name: \_\_\_\_\_
- B. Consultant's form of legal entity (corporation, partnership, joint venture, sole proprietorship, etc.)  
\_\_\_\_\_
- C. State or country under whose laws Consultant is organized: \_\_\_\_\_
- D. Consultant's federal taxpayer identification number: \_\_\_\_\_
- E. Consultant's mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Consultant's street address (complete only if different than "E") \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- G. Pursuant to Public Authorities Law §2879 (5) (d) The Triborough Bridge and Tunnel Authority may not enter into a contract with a "foreign business enterprise", as defined in New York State's Public Authorities Law §2879 (5), which has its principal place of business located in a "discriminatory jurisdiction", as defined in New York State's Public Authorities Law §2879 (5), contained on the list prepared by the Commissioner of Economic Development. The following states are included on the list of discriminatory jurisdictions: Alaska, Hawaii, Louisiana, South Carolina, West Virginia, and Wyoming.

The following questions pertaining to New York State's Public Authorities Law §2879 (5) (d) will be answered by the proposer. In the event that additional information is required, the Authority reserves the right to inquire further with respect to the responses provided to questions (a) and (b) below.

Instructions to Proposer: If the proposal is for construction services, the proposer will answer only question (b). If the proposal is not for construction services, the proposer will answer both questions (a) and (b).

“Construction services” shall mean the acquisition, erection, building, alteration, repair, improvement, increase, enlargement, extension, installation, reconstruction, renovation or rehabilitation of a project; and the engineering, consulting, architectural, legal, fiscal and economic and environmental investigations and studies, surveys, designs, plans, working drawings, specifications, procedures and other actions incidental thereto and claims arising therefrom.

**(Contract Manager - check applicable space)**

This proposal is \_\_\_\_\_ / is not \_\_\_\_\_ for “construction services”, as defined above.

- (a) Is the commodity substantially produced, or is the service substantially performed in New York?

(A commodity is substantially produced and a service is substantially performed in New York State if 51% or more of the value of the commodity or service is produced, assembled or performed in New York State.)

YES [ ] NO [ ] Not Certain [ ]

- (b) Where is the proposer’s “principal place of business” located?

\_\_\_\_\_  
\_\_\_\_\_

(Principal place of business is generally considered to be the enterprise’s main office, where the regular meeting of its board of directors occur, and where the company’s business is managed, conducted and directed, regardless of where the administrative departments or the physical property of the business is located.)

**H. Statement of non-collusion as required by Section 2878 of the Public Authorities Law:**

1. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

- (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (c) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

2. A proposal shall not be considered for award nor shall any award be made where 1 (a), (b), and (c) above have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where 1 (a), (b), and (c) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposer (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of paragraph 1 (a) herein.

#### **I. Certification of Compliance with the Metropolitan Transportation Authority Vendor Code of Ethics**

Consistent with the terms of the MTA Vendor Code of Ethics (the "Code"), which are incorporated herein by reference, the Proposer, by signing the Proposal, certifies that during the course of this Solicitation and any resultant Contract:

- (a) the Proposer has notice of all of the terms of the Code;
- (b) no Gift, as defined by the Code, has been or will be offered to the Authority in connection with this Solicitation or any resultant contract;
- (c) no conflicts of interest exist or will exist;
- (d) all officers and personnel of the Proposer who have interacted or will interact with the Authority have been or will be provided a copy of the Code; and



- (e) the Proposer will obtain certifications similar to those made herein from all of its lower tier subcontractors, subconsultants and suppliers that the Proposer engaged or are being solicited for work under any contract resulting from this procurement. Receipt and retention of these lower tier certifications shall be subject to audit by the Authority.

Proposer must sign here: \_\_\_\_\_

## VERIFICATION AND ACKNOWLEDGMENT

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_ 2013, before me personally came and appeared \_\_\_\_\_ by me known to be said person, who swore under oath as follows:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_.  
(Print title) (Print name of firm)
2. He/she is duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in this questionnaire are true, accurate and complete and were made to induce the award of this contract.
4. He/she acknowledged and understands that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

Sworn to before me the \_\_\_\_ day of \_\_\_\_\_, 2013

Notary's stamp and signature \_\_\_\_\_

## **TS-4 Supplement (Lobby Law)**

### **COMPLIANCE WITH NEW YORK STATE FINANCE LAW SECTIONS 139-j and 139-k**

#### **NEW YORK STATE FINANCE LAW SECTION 139-j – RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS**

Effective January 1, 2006, all procurements by the Authority in excess of \$15,000 annually, are subject to the requirements of Sections 139-j and 139-k of the New York State Finance Law.

Section 139-j of the State Finance Law restricts the extent and nature of contacts that bidders/proposers (a/k/a “offerers”) may make or initiate with the Authority concerning a procurement while that procurement is pending. Section 139-j, subdivision 3 of the State Finance Law requires that offerers shall make only permissible contacts (defined as oral, written or electronic communications with the Authority intended to influence an procurement) with the Authority concerning a procurement, by contacting the designated point of contact only, except in certain designated cases including the submission of written proposals in response to a solicitation, submission of written questions to the designated contact person when all such written questions and responses thereto are to be disseminated to all other offerers who have expressed interest in the procurement, or communications related to contract negotiations after being notified of the tentative award of a procurement.

Section 139-j, subdivision 6 of the State Finance Law requires that the Authority incorporate a summary of the policy concerning permissible contacts during procurements into all solicitations of proposals or bid documents or specifications for procurement contracts subject to the requirements of Sections 139-j and 139-k of the State Finance Law. Further, the Authority is required to obtain written affirmations from all offerers that they understand and agree to comply with the policy relative to permissible contacts during a governmental procurement.

Section 139-j, subdivision 8 of the State Finance Law requires that members, officers and employees of the Authority report violations of the policy regarding permissible contacts by offerers to the appropriate official responsible for reviewing or investigating such matters. A finding that an offerer knowingly and willingly violated the requirements of Section 139-j may result in a determination of non-responsibility, thereby making the offerer and its subsidiaries, affiliates and related entities ineligible for award of the contract. Subsequent determinations of non-responsibility based upon a violation of Section 139-j of the State Finance Law will result in the offerer being ineligible to submit a bid or proposal on any future procurement contract for a period of four (4) years. Finally, the Authority is required to notify the New York State Office of General Services (“OGS”) of any determinations of non-responsibility or debarments due to violations of Section 139-j of the State Finance Law which, in turn, will be listed by OGS.

## **TS-4 Supplement (Lobby Law)**

### **NEW YORK STATE FINANCE LAW SECTION 139-k – DISCLOSURE OF CONTACTS AND PRIOR NON-RESPONSIBILITY DETERMINATIONS**

Section 139-k, subdivision 2 of the State Finance Law requires that the Authority obtain specific information from offerers concerning prior non-responsibility determinations due to either (a) a violation of the requirements of State Finance Law Section 139-j or (b) an offerer's having intentionally provided false or incomplete information to a governmental entity. Section 139-k, subdivision 3 of the State Finance Law further requires that, in determining the responsibility of an offerer, the Authority must consider whether that offerer has failed to disclose accurate or complete information concerning prior non-responsibility determinations as required by Section 139-k, subdivision 2 of the State Finance Law. Further, except under certain circumstances, the Authority may not award any procurement contract to any offerer that fails to timely disclose accurate or complete information as required under Section 139-k, subdivision 2 of the State Finance Law.

THE REQUISITE BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION OF COMPLIANCE WITH THE POLICY REGARDING PERMISSIBLE CONTACTS AND DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS ARE ANNEXED

## TS-4 Supplement (Lobby Law)

### DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_  
(Please circle)

Has any governmental entity\* made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years? No Yes

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j? No Yes

Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? No Yes

*If yes, please provide details regarding the finding of non-responsibility below.*

Governmental Entity: \_\_\_\_\_

Year of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete information? No Yes

\* A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL §139-j, paragraph 1.a.)

## TS-4 Supplement (Lobby Law)

### **BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION**

**By signing below, the Bidder/Proposer:**

- a) Affirms that the Bidder/Proposer Understands and agrees to comply with the policy regarding permissible contacts in accordance with State Finance Law Sections 139-j and 139-k of New York State.
- b) Certified that all information provided to the Authority with respect to State Finance Law §139-j and §139-k is complete, true and accurate.

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

(Signature of Person Certifying)

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

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

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

Bidder/Proposer or  
Contractor/Consultant: \_\_\_\_\_

(Full Legal Name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business

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

### **THE AUTHORITY'S RIGHT TO TERMINATE**

**The Authority reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor/Consultant, as Bidder/Proposer, in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.**

GENERAL POSITION DESCRIPTIONS

ENGINEERING GROUP

**Instructions to Proposers** — When proposing direct labor on the TS-3, insert your firm's job title for the proposed individual(s) and utilize the appropriate Engineer classification and discipline from the list below that is equivalent to your firm's proposed individual(s) job title.

**Disciplines** —

Civil	Electronic	Hazardous Waste	Stress
Computer	Electrical	Industrial	Structural
Construction	Environmental	Mechanical	Other (Identify)

For example — Engineer IV- Civil  
Engineer III - Structural

**Engineer I** — The entry level of professional work requiring a bachelor's degree in engineering and no experience, or the equivalent (to a degree) in appropriate education and experience.

Works under close supervision; receives specific and detailed instructions as to required tasks and results expected.

Performs a variety of routine tasks, which should provide experience and familiarization with the engineering staff, methods, practices, and programs of the company. Usually assumes no responsibility for direction of others.

**Engineer II** — At this continuing developmental level, performs routine engineering work requiring application of standard techniques, procedures, and criteria in carrying out a sequence of related engineering tasks. Limited exercise of judgment is required on details of work in making preliminary selections and adaptations of alternatives.

For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance at this level generally requires a minimum of 1 year Engineer I or related experience, or a M.S. degree.

Supervisor screens assignments for unusual or difficult problems and selects techniques and procedures to be applied on non-routine work. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited portions of a broader assignment of an experienced engineer.

**Engineer III** — Independently evaluates, selects, and applies standard engineering techniques, procedures, and criteria, using judgment in making minor adaptations and

modifications. Assignments have clear and specified objectives and require the investigation of a limited number of variables. Performance at this level generally requires a minimum of 1 year Engineer II or related work experience or a Ph.D. degree.

Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance is furnished on unusual problems and is reviewed for application of sound professional judgement. Performs work which involves conventional types of plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are precedents.

May be assisted by engineers or technicians. May be responsible for phases of a single revenue-producing project.

**Engineer IV** — As a fully competent engineer in all conventional aspects of the subject matter or the functional area of the assignments; plans and conducts work requiring judgment in the independent evaluation, section, and substantial adaptation and modification of standard techniques, procedures, and criteria. Devises new approaches to problems encountered. Generally requires a minimum of 2 years Engineer III or related experience.

Independently performs most assignments with instructions as to the general results expected. Receives technical guidance on unusual or complex problems and supervisory approval on proposed plans for projects. Supervises a few engineers or technicians on assigned work.

**Engineer V** — Applies sound and diversified knowledge of engineering principles and practices in broad areas of assignment and related fields. Makes decisions independently on engineering problem and methods. Requires the use of advanced techniques and modification and extension of theories, precepts, and practices of his field. Registration as a licensed Professional Engineer may be a requirement of certain positions.

Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments.

Typical duties and responsibilities include one or more of the following: (1) Supervises, coordinates, and reviews the work of a small staff of engineers and technicians; (2) As individual researcher or staff specialists, carries out complex or novel assignments requiring the development of new or improved techniques and procedures.

**Engineer VI** — Has full responsibility for interpreting, organizing, executing and coordinating assignments. Plans and develops engineering projects concerned with unique or controversial problems which have an important effect on major company programs. This involves exploration of subject area, definition of scope and selection of problems for investigation, and development of novel concepts and approaches. Maintains liaison with individuals and units within or outside his organization with responsibility for acting



independently on technical matters pertaining to his field. Registration as a licensed P.E. is a requirement for most positions under this classification.

Supervision received is essentially administrative, with assignments given in terms of broad general objectives and limits.

Typical duties include one or more of the following: (1) plans, organizes, and supervises the work of a staff of engineers and technicians (approx. 15-30); (2) as individual researcher, consultant, or staff specialist, conceives plans and conducts research in problem areas of considerable scope and complexity.

**Engineer VII** — Makes decisions and recommendations that are recognized as authoritative and have an important impact on extensive engineering activities. Initiates and maintains extensive contracts with key engineers and officials of other organization and companies, requiring skill in persuasion and negotiation of critical issues. At this level, individual will have demonstrated creativity, foresight, and mature engineering judgement in anticipating and solving unprecedented engineering problems, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse engineering activities.

Registration as a licensed Professional Engineer is a requirement.

Typical duties and responsibilities include one or more of the following: (1) planning, organizing, and supervising the work of a large staff of engineers and technicians (in excess of 30); (2) as individual researcher or consultant, is a recognized leader and authority in his company in a broad area of specialization or in a narrow but intensely specialized field.

**Engineer VIII** — Makes decisions and recommendations that are recognized as authoritative and have a far-reaching impact on extensive engineering and related activities of the company. Negotiates critical and controversial issues with top-level engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgement in planning, organizing, and guiding extensive engineering programs and activities of outstanding novelty and/or importance.

Registration as a licensed Professional Engineer is a requirement.

Receives general administrative direction.

Is responsible for one or more programs of such diversity and large scope that are of critical importance to overall company objectives. Supervises several individuals whose positions fall into Engineer VII classification.

**Department Head** — The objective of the Department Head is to provide technical and administrative supervision to the Department so as to assure that the technical, administrative, manhour, and schedule targets of the Department are met within the

framework of established corporate policy and in accordance with applicable professional standards, design control procedures, corporate and division procedures, and engineering design guides.

## ARCHITECTS

**Instructions to Proposers:** — When proposing direct labor on the TS-3, insert your firm's job title for the proposed individual(s) and utilize the appropriate classification from the list below that is equivalent to your firm's proposed individual(s) job title.

**Architect I** — The entry level of professional work requiring a bachelor's degree in architecture and no experience, or the equivalent (to a degree) in appropriate education and experience.

Works under close supervision; receives specific and detailed instructions as to required tasks and results expected.

Performs elementary architectural assignments and works from designs of others, compiles data, performs elementary design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, and inspects architectural features of structures in the field.

**Architect II** — At this continuing developmental level, performs routine architectural assignments under direct supervision. Works from designs of others, compiles data, performs design computations, makes quantity takeoffs and prepares estimates, prepares architectural plans and renderings, consults manufacturers, evaluates materials, writes architectural specifications, and inspects architectural features of structures in the field. Limited exercise of judgment is required on details of work in making preliminary selections and adaptations of alternatives.

For training and developmental purposes, assignments may include some work that is typical of a higher level. Performance at this level generally requires a minimum of 1 year Architect I or related experience, or a M.S. degree.

Supervisor screens assignments for unusual or difficult problems and selects techniques and procedures to be applied on non-routine work. Receives close supervision on new aspects of assignments. Using prescribed methods, performs specific and limited portions of a broader assignment of an experienced architect.

**Architect III** — Independently evaluates, and selects, and applies standard architectural techniques, procedures, and criteria, using judgment in making minor adaptations and modifications. Assignments have clear and specified objectives and require the investigation of limited number of variables. Performance at this level generally requires a minimum of 1 year Architect II or related work experience.

Receives instructions on specific assignment objectives, complex features, and possible solutions. Assistance is furnished on unusual problems and is reviewed for application of sound professional judgment.

Performs architectural assignments under direction but not immediate supervision and with limited responsibility for design. Selects and recommends procedures. Writes reports

and specifications covering architectural matters. May be assisted by architects or technicians. May be responsible for phases of a single revenue-producing project.

**Architect IV** — As a fully competent architect in all conventional aspects of the subject matter or the functional area of the assignments; plans and conducts work requiring judgment in the independent evaluation, selection, and substantial adaptation and modification of standard techniques, procedures, and criteria. Devises new approaches to problems encountered. Generally requires a minimum of 2 years' Architect III or related experience. Registration as a Licensed Architect may be a requirement for certain positions.

Performs architectural assignments under general supervision. Selects and determines procedures in architectural matters. Writes reports and specifications. Checks completed reports, plans, estimates, and calculations. Prepares architectural plans and renderings, supervises preparation of architectural plans, consults manufacturers, evaluates and selects materials, and inspects architectural features of structures in the field.

Independently performs most assignments with instructions as to the general results expected. Receives technical guidance on unusual or complex problems and supervisory approval on proposed plans for projects. Supervises a few architects or technicians on assigned work.

**Architect V** — Applies sound and diversified knowledge of architectural principles and practices in broad areas of assignments and related fields. Makes decisions independently on architectural problems and methods. Requires the use of advanced techniques and the modification and extension of theories, precepts, and practices of his field. Registration as a licensed Architect is a requirement for most positions.

Supervision and guidance relate largely to overall objectives, critical issues, new concepts, and policy matters. Consults with supervisor concerning unusual problems and developments.

Performs important architectural work with responsibility for independent action and decision. Plans, directs, and supervises the architectural aspects of report, design, or construction projects. Responsible for finished plans, specifications, or approval of materials and construction.

Typical duties and responsibilities include one or more of the following: (1) Supervises, coordinates, and reviews the work of a small staff of architects and technicians; (2) As individual researcher or staff specialist, carries out complex or novel assignments requiring the development of new or improved techniques and procedures.

**Architect VI** — Has full responsibility for interpreting, organizing, executing, and coordinating assignments. Plans and develops architectural projects concerned with unique or controversial problems which have an important effect on major company programs. This involves exploration of subject area, definition of scope and selection of problems for investigation, and development of novel concepts and approaches. Maintains

liaison with individuals and units within or outside organization with responsibility for acting independently on technical matters pertaining to his field. Registration as a licensed architect is a requirement.

Supervision received is essentially administrative, with assignments given in terms of broad general objectives and limits.

Typical duties and responsibilities include one or more of the following: (1) Plans, organizes, and supervises the work of a staff of architects and technicians (approx. 10-20); (2) As individual researcher, consultant, or staff specialist, conceives plans and conducts research in problem areas of considerable scope and complexity.

**Architect VII** — Makes decisions and recommendations that are recognized as authoritative and have an important impact on extensive architectural activities. Initiates and maintains extensive contacts with key architects and officials of other organizations and companies, requiring skill in persuasion and negotiation of critical issues. At this level, individual will have demonstrated creativity, foresight, and mature architectural judgment in anticipating and solving unprecedented architectural problems, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for diverse architectural activities.

Registration as a licensed Architect is a requirement. Typical duties and responsibilities include one or more of the following: (1) Planning, organizing, and supervising the work of a large staff of architects and technicians (in excess of 20); (2) As individual researcher or consultant, is a recognized leader, and authority in company in a broad area of specialization or in a narrow but intensely specialized field.

**Architect VIII** — Makes decisions and recommendations that are recognized as authoritative and have a far-reaching impact on extensive architectural and related activities of the company. Negotiates critical and controversial issues with top-level architects and engineers and officers of other organizations and companies. Individuals at this level demonstrate a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive architectural programs and activities of outstanding novelty and/or importance.

Registration as a Licensed Architect is a requirement. Receives general administrative direction.

Is responsible for one or more programs of such diversity and large scope that are of critical importance to overall company objectives. Supervises several individuals whose positions fall into Architect VII classification.

**Architect Department Head (Non-Partner/Principal)** — The objective of the Department Head is to provide technical and administrative supervision to the Department so as to assure that the technical, administrative, manhour, and schedule targets of the Department are met within the framework of established corporate policy

and in accordance with applicable professional standards, design control procedures, corporate and division procedures, and design guides.

## DRAFTING / DESIGNER POSITION GUIDES

**Instructions to Proposers** — When proposing direct labor on the TS-3, insert your firm's job title for the proposed individual(s) and utilize the appropriate position and Level from the list below that is equivalent to your firm's proposed individual(s) job title.

**Drafting Level I** — Entry level with high school drafting training or appropriate basic-level drafting experience. Copies sketches, layouts, and drawings prepared by others.

**Drafting, Level II** — Entry level for individual with some specialized technology relating to drafting or engineering such as Associate Degree or experience as Level I. Copies detailed plans and drawings.

**Drafting Level III** — Experienced draftsman able to perform non-routine and complex drafting assignments that require the application of standardized drawing techniques. Works independently with occasional advice from supervisor and may direct the efforts of less-experienced draftsmen.

**Drafting Level IV** — Involved in planning the graphic presentation of complex items having distinctive design features that can differ significantly from established drafting precedents. May recommend minor design changes. May direct the preparation of drawings by other drafting personnel of lesser experience.

**Drafting Supervisor** — Coordinates the work activities of a group of (5 or more) drafters of various levels of capability to ensure that time schedules and quality of work are maintained. Incumbent will work with professional staff in scheduling work and assigning drafting support staff to their projects. Normally requires an experienced drafter with 10 or more years of experience.

**Designer** — Involved in application of engineering fundamentals to engineering design; will select and recommend procedures in design and prepare preliminary designs for engineer's approval. Works independently on design projects in support to Design Engineer and will often coordinate drafting efforts on projects.

**Senior Designer** — A Designer with significant years of engineering experience and proficiency.

**Shop Drawing Checker "A"** — Review shop drawings to see that they comply with contract documents. Maintain log of shop drawings and coordinate the shop drawing review between functional groups. May supervise the activities and schedules of other checkers. Will research and answer contractor's questions, either directly or through other technical staff, involving uniformity in design or contract document discrepancies. Should have an Associate Degree with at least 2-3 years of experience in construction procedures.

**Shop Drawing Checker “B”** — Review and distribute shop drawings and assist in shop drawing review between other function groups. Work is reviewed by supervisor on a regular basis. May be called upon to research questions of moderate difficulty involving uniformity in design or contract documents. Should have an Associate Degree with at least one year of experience in construction procedures.

#### COMPUTER-AIDED / AUTOMATED GRAPHICS DRAFTING GROUP

**Instructions to Proposers** — When proposing direct labor on the TS-3, insert your firm’s job title for the proposed individual(s) and utilize the appropriate position from the list below that is equivalent to your firm’s proposed individual(s) job title.

**Application Analyst** — Responsible to explore, develop and administer electronic graphics coupled with associated data for the production of design computer drafting. Train and assist workstation users in drawing techniques, input sketch preparation, clarification of standards, drawing verification, and revision and checking of output. Requires degree in engineering graphics or Associate Degree with 4 years of computer graphics experience.

**Supervisor, Auto-Graphics** — Responsible for quality and productivity of subordinate operators and the review of work for conformance to standards. Implement new methods and procedures. Provide coordination of operations with source departments for equipment utilization, drawing development, and work processing. Requires 3-5 years of computer graphics experience with drafting or graphics course work at technical school or college level.

**Lead Operator, Auto-Graphics** — Provide supervisor with assistance in maintaining efficient daily operations by resolving problems of other operators and handling difficult operating tasks. May analyze incoming materials and develop drafting methods for most efficient production. Should have 3 years of computer graphics experience with some applicable technical schooling.

**Senior Operator, Auto-Graphics** — With minimal supervision will operate auto-graphics input station using digitizer, console unit, disk storage, and pre-programmed material to develop finished drawings. Able to maintain and increase proficiency in operations and recommend new methods and procedures. Accuracy, quality, completeness and schedule adherence can be independently maintained at this level of experience. Require 2-3 years of experience in computer graphics with some technical schooling.

**Operator, Auto-Graphics** — Under general supervision will operate with proficiency auto-graphics input station using digitizer, console units, disk storage, and pre-programmed material to develop finished drawings. Can analyze sketches, notes and other input material to determine best approach to complete drawing. Will operate plotter to transfer developed drawings from disk or tape storage to reproducible medium. Responsible for input-output of drawings from mag tape and/or disk. Requires 1.5-2.0 years of computer graphics experience with some technical schooling.

**Assistant Operator, Auto-Graphics** — Under close supervision and instruction will learn proficiency in operation of auto-graphics input station., Assignments should progress in difficulty as proficiency is increased. All work at this level will be fully reviewed and checked. Requires 1 year of drafting experience.

**Clerk, Auto-Graphics** — Responsible for logging in/out work requests and maintaining all records and files of work request. Maintain files and records within the group and provide typing and clerical skills of competent proficiency.

## CONSTRUCTION SERVICES GROUP

**Instructions to Proposers** — When proposing direct labor on the TS-3, insert your firm's job title for the proposed individual(s) and utilize the appropriate position and Level from the list below that is equivalent to your firm's proposed individual(s) job.

<b>Positions</b> —	Contract Administrator	Office Engineer
	Cost/Estimating Engineer	Planning/Scheduling Engineer

For example — Level II Cost/Estimating Engineer

**Level 1, Entry** — Assignments concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desired end results. Becomes familiar with techniques, approaches, and procedures and the nature of engineering systems, equipment, etc., applicable to assignments. Requires engineering degree and 0 to 1 year's experience or the equivalent experience.

**Level II, Developmental** — Individual capable of independently performing most conventional engineering functions within discipline. Work reviewed for application of sound professional judgment. May provide technical direction to a few support personnel. Requires engineering degree plus 2 to 3 years' engineering or equivalent experience.

**Level III, Full Experience** — Fully experienced and competent individual capable of performing all engineering functions in an engineering discipline and capable of solving difficult engineering problems requiring substantial evaluation, analysis, and modification or adoption of standard techniques or methods. May provide technical direction to small group of professionals and/or support personnel. Requires engineering degree plus 4 to 6 years' engineering experience, or the equivalent.

**Level IV, Supervisory** — Supervisory level responsible for the engineering activities related to several projects. Staffs, establishes objectives, and reviews performance of engineering activities on projects directed. Requires engineering degree plus 7 to 8 years' experience, or the equivalent.

**Level V, Managerial** — Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is responsible for the scheduling, budgeting,



and quality of projects within assigned discipline and scope of work. Requires engineering degree plus 9 or more years' related experience or the equivalent.

## CONSTRUCTION INSPECTION GROUP

**Instructions to Proposers** — When proposing direct labor on the TS-3, insert your firm's job title for the proposed individual(s) and utilize the appropriate position and discipline from the list below that is equivalent to your firm's proposed individual(s) job title.

<b>Disciplines</b> —	Civil	Mechanical
	Electrical	Other (Identify)

**Description** — Provides on-site inspection of construction projects to determine conformance with contract specifications to support engineers or related professionals engaged in the planning, management, or supervision of construction inspection services.

**Junior/Assistant Resident Representative** — This is an entry-level position in inspection work that is closely supervised. Will be assigned to observe and inspect construction work of limited complexity and prepare daily inspection reports, with problems referred to supervisor. Requires 0 to 2 years' experience with good familiarity with construction procedures.

**Resident Representative** — Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 4 years of inspection experience.

**Senior Resident Representative** — This level has significant inspection experience with capability of handling large projects of moderate complexity and may oversee the work of lesser-experienced Representatives. Requires 6 to 8 years of experience with some technical training or equivalent.

**Chief Resident Representatives** — Plans and coordinates all field inspection activities and reviews the work of Representatives to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Representatives, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 9 or more years of experience with some technical training or equivalent.

**Manager, Resident Inspection Services** — Supervises the construction inspection section within a firm or a major inspection effort within an engineering discipline; assures that the construction inspection is completed properly in a timely manner and in accordance with contract documents. Requires 10 years or more of extensive experience with a degree or equivalent.

**TS-6**

**Contractor Responsibility Form**

**Solicitation No.** \_\_\_\_\_

**TS-6**  
**METROPOLITAN TRANSPORTATION AUTHORITY**  
**CONTRACTOR RESPONSIBILITY FORM**  
**INSTRUCTIONS<sup>1</sup>**

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor must provide his/her title, telephone/fax number and e-mail address in Part II of the questionnaire. The person who signs the questionnaire on behalf of the submitting contractor or subcontractor should be either Chief Executive, Executive Director, Chief Administrator, President, Vice President, Treasurer, Secretary, Chair of the Board of Directors, or the principal owner or officer responsible for administering the submitting contractor’s contract.
2. Reserved
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

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<sup>1</sup> PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

The information the Contractor is providing on this application, including information about Key People, is requested pursuant to the New York State Public Authorities Law for the purposes of determining the Applicant Firm’s responsibility for a contract award. Failure to provide the specified information and authorization requested may, in the sole discretion of the MTA, prevent your firm’s award of a contract by the MTA and/or its agencies. The information will be kept in a file maintained by MTA and its agencies or other files maintained under the authority of MTA and its agencies. Information which, because of any name, number, symbol, mark or other identifier, can be used to identify a person, shall be received, maintained and used by the MTA and its agencies solely for the above-stated purposes and will be protected from public disclosure to the fullest extent permitted by law.

Standard RFP  
(Rev. 10/1/12)

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
  - a. Contractor representations and obligations (Part III) which (a) apply to Contractor's bid/proposal; and (b) are deemed incorporated into the contract between the Contractor and Authority if the contract is awarded to Contractor. If any representation is not accurate and complete at the time Contractor signs this form, Contractor must, as part of its bid, identify the provision and explain the reason in detail on a separate sheet, as provided in Part III; and
  - b. Questions which Contractor must answer as part of its bid/proposal (Parts III, C, IV, and V).
9. If during the performance of this Contract, either of the following occurs, Contractor shall promptly give notice in writing of the situation to the Authority's Chief Procurement Officer, and thereafter cooperate with the Authority's review and investigation of such information.
  - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
  - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. In the Authority's sole discretion, the following shall constitute grounds for the Authority to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if:
  - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
  - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
  - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or

- d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
11. The Authority reserves the right to inquire further with respect to Contractor's responses; and Contractor consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the Authority. Any response to this document prior or subsequent to Contractor's bid or proposal which is or may be construed as unfavorable to Contractor will not necessarily automatically result in a negative finding on the question of Contractor's responsibility or a decision to terminate the Contract if it is awarded to Contractor.
12. Definitions:
- a. Affiliate: An entity in which the parent of the submitting contractor owns more than fifty (50) % of the voting stock and/or an entity in which a group of principal owners or officers that owns more than fifty (50) % of the submitting contractor also owns more than fifty (50) % of the voting stock.
  - b. Authority: refers to the MTA and/or MTA subsidiary or affiliate to which the Contractor is submitting its bid or proposal and/or which is awarding the contract sought.
  - c. Control: The submitting contractor is controlled by another entity when: (1) the other entity holds ten (10) % or more of the voting stock of the submitting contractor; or (2) the other entity directs or has the right to direct daily operations. The submitting contractor controls another entity when: (1) it holds ten (10) % or more of the voting stock of the other entity; or (2) it directs or has the right to direct daily operations.
  - d. Government agency(ies): include city, state, federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, public benefit corporations and local development corporations.
  - e. Integrity Monitor: includes an Independent Private Sector Inspector General ("IPSIG"), or any independent private sector firm with legal, audit, investigative and loss prevention skills, employed by an organization or government entity, either voluntarily or by compulsory process, to monitor an entity's business activities to ensure compliance

with relevant laws and regulations, as well as to uncover and report unethical or illegal conduct within and against the entity.

- f. Joint Venture: a business undertaking by two or more persons, corporations or other legal entities engaged in a single defined project. The necessary elements are: (1) an express or implied agreement; (2) a common purpose the group intends to carry out; and (3) shared profits and losses.
- g. Managerial employees or managerial capacity: Employees in a supervisory capacity who, either by virtue of their title or their duties, operate with discretion over solicitation, letting, or management of contracts with public agencies.
- h. Metropolitan Transportation Authority ("MTA") subsidiary or affiliate includes: New York City Transit Authority ("NYCT"), Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), Staten Island Rapid Transit Operating Authority ("SIRTOA"), Triborough Bridge and Tunnel Authority ("TBTA"), Metro-North Commuter Railroad Company ("MNCR"), Long Island Rail Road ("LIRR"), Metropolitan Suburban Bus Authority ("MSBA"), MTA Bus Company ("MTA BC"), MTA Capital Construction ("MTACC") and First Mutual Transportation Assurance Company ("FMTAC").
- i. Officer: Any individual who serves as or performs the functions of chief executive officer, chief financial officer, or chief operating officer of the submitting contractor, without regard to such individual's title. president, vice president, secretary, treasurer, board chairperson, trustee (individual or entity who administers a trust) or their equivalents.
- j. Parent: Any entity including, but not limited to any individual, partnership, joint venture or corporation which owns (50) % or more of the voting stock of another entity.
- k. Principal Owner: An individual, partnership, joint venture or corporation that holds a ten (10) % or greater ownership interest in a submitting contractor or subcontractor.
- l. Share: To have space, staff, equipment, expenses, or use such items, in common with one or more other entities.
- m. Significant Adverse Information: includes but is not limited to an unsatisfactory final performance evaluation on a contract with any MTA agency within the immediate prior three (3) years, an uncured interim unsatisfactory rating on a contract with any MTA agency, or an answer of "yes" to any question in Part IV herein.

- n. Subcontract: An agreement between an individual or entity that is a party to a contract and another individual or entity which is for the provision of goods, services or construction pursuant to that contract, and has a value that when aggregated with the values of all other such agreements with the same individual or entity and subcontractor during the immediately preceding twelve (12) month period is valued at one million dollars (\$1,000,000) or more, and in special circumstances involving agreements of \$100,000 or more.
- o. Submitting Contractor: The entity submitting the Contractor Responsibility Form.
- p. Subsidiary: An entity in which the majority of the voting stock is owned by a parent.

**PART I. IDENTITY OF CONTRACTOR:**

- A. Contractor's full legal name:\_\_\_\_\_
- B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable:\_\_\_\_\_
- C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.):\_\_\_\_\_

If the Contractor is a Joint Venture, or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Contractor Responsibility Form.

- (1) Partner/Party name:\_\_\_\_\_  
TIN, EIN, or SSN\_\_\_\_\_:\_\_\_\_\_  
Percentage of Ownership:\_\_\_\_\_
- (2) Partner/Party Name:\_\_\_\_\_  
TIN, EIN or SSN:\_\_\_\_\_  
Percentage of ownership:\_\_\_\_\_

- D. State or country under whose laws Contractor is organized and year organized:  
\_\_\_\_\_
- E. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or "DBA", name, trade name or abbreviation other than the Contractor's name or TIN, or EIN number listed in Part I.B. above?  
\_\_\_\_\_
- F. Contractor's mailing address:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- G. Contractor's street address (complete only if different than "F"):\_\_\_\_\_  
\_\_\_\_\_
- H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)?\_\_\_\_\_
- I. Contractor's telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
Email address:\_\_\_\_\_



**PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:**

- A. Name: \_\_\_\_\_
- B. Employer/Title: \_\_\_\_\_
- C. Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_
- D. Email address: \_\_\_\_\_ Mobile number: \_\_\_\_\_

**PART III. CONTRACTOR REPRESENTATIONS:** If for any reason a representation on this questionnaire is not accurate and complete as of the time Contractor signs this form, Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, Contractor represents that the following statements are complete and accurate:

Please check this box if a separate sheet is attached: ☐

A. Statement of non-collusion as required by Section 2878 of the Public Authorities Law:

- (1) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2) A bid shall not be considered for award nor shall any award be made where (1) (a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief

Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

**B. Statement of no-conflict of interest:**

- (1) No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/Contract.
- (2) Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
- (3) In the event Contractor has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instructions it receives from the Chief Procurement Officer in regard to remedying the situation.

<p>C. The following questions apply to any bid, proposal, or contract between Contractor and the City or State of New York, any other state, any public authority or other public entity, the United States government, the MTA, and MTA affiliates and subsidiaries. (If the answer to any question is "YES," Contractor must provide all relevant information on a separate sheet annexed hereto). Please check this box if a separate sheet is attached: <input type="checkbox"/></p> <p>The following questions apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.</p>	
(1) Within the past five (5) years, has Contractor been declared not responsible?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(5) Has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?	NO <input type="checkbox"/> YES <input type="checkbox"/>

<p>(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>(7) Within the past five (5) years, have Contractor's safety practices/procedures been evaluated and ruled as less than satisfactory by the City or State of New York, any other state, any public authority or any public entity, the United States government, the MTA, MTA affiliates or subsidiaries?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>(8) Has Contractor's Workers Compensation Experience Rating been 1.2 or greater at any time in the last five (5) years? If "yes", please explain.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

D. Consent to the jurisdiction of New York courts and to service of process:

- (1) If Contractor is not organized under the laws of the State of New York, Contractor consents to the jurisdiction of the Courts of the State of New York and to the jurisdiction of any federal court located within the City of New York, with respect to any matter pertaining to Contractor's bid/proposal and, if the Contract is awarded to Contractor, to the Contract.
- (2) Contractor agrees that service of process in any judicial or administrative action may be made upon it by certified mail, return receipt requested, sent to the mailing address for Contractor specified above.
- (3) Contractor agrees that any judicial or administrative action or proceeding commenced by Contractor against the Authority shall only be commenced in a state or federal court or agency located within the City of New York.

**PART IV. QUESTIONS WHICH MUST BE ANSWERED BY "YES" or "NO":** (In the event of a "YES," Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.)

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor; iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

A. Within the past ten (10) years, has been convicted of or pleaded nolo contendere to (1) any felony or (2) a misdemeanor related to truthfulness in connection with business conduct.	NO <input type="checkbox"/> YES <input type="checkbox"/>
B. Has pending before any state or federal grand jury or court an indictment or information of the commission of a crime which has not been favorably terminated.	NO <input type="checkbox"/> YES <input type="checkbox"/>
C. Is the subject of a pending investigation by any grand jury, commission, committee or other entity or agency or authority of any local, state, or the federal government in connection with the commission or alleged commission of a crime.	NO <input type="checkbox"/> YES <input type="checkbox"/>
D. Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government agency, any public authority or any other public entity.	NO <input type="checkbox"/> YES <input type="checkbox"/>

<p>E. Within the past five (5) years, has refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>F. Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into any contract with any public entity or public authority within the State of New York because, within the past five (5) years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of New York, any political subdivision of the State of New York, or a public authority or a public department, agency or official of the State of New York or of a political subdivision of the State of New York, when called before a grand jury or other state or local department, commission or agency which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither that person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>G. Has within a ten (10) year period preceding this Bid/Proposal been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bid/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

**PART V. ADDITIONAL QUESTIONS:** In the event of a “Yes”, Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.

- A. List the name, title, and home and business address of each person or legal entity which has a 10% or more ownership or control interest in Contractor:

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

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

Home address: \_\_\_\_\_

Business address: \_\_\_\_\_

- B. List the name, title, and home and business address of each director and principal officer of Contractor:

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

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

Home address: \_\_\_\_\_

Business address: \_\_\_\_\_

- C. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?

NO ☐ YES ☐

- D. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?

NO ☐ YES ☐

- E. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?

NO ☐ YES ☐

<p>F. In the past five (5) years, have there been any judgments, injunctions, or liens of \$100,000 or more, including but not limited to, judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>G. Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>H. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>I. Does the Contractor own or rent office space? Please provide details.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>J. Does any principal owner or officer of the Contractor, or any member of his/her immediate family, have an ownership interest in any entity that holds the title or lease to any real property used by the Contractor?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>K. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

<p>L. Contractor is required to provide a list of contracts as requested in (1) and (2) below. For each of the contracts listed in (1) and (2) below, Contractor shall provide a brief description of the work performed, the contract number, the dollar amount at award and at completion, date completed, and the name and telephone number of the owner's representative:</p> <p>(1) List all contracts completed during the last three (3) years. If more than three (3) contracts have been completed in the past three (3) years, list the last three (3) contracts completed.</p> <p>a. Brief description of work performed: _____</p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p> <p>Date completed: _____</p>
--



Name/Telephone number of company and owner's representative: \_\_\_\_\_

Dollar amount at completion: \_\_\_\_\_

b. Brief description of work performed: \_\_\_\_\_

Contract number: \_\_\_\_\_

Dollar amount of award: \_\_\_\_\_

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

Name/Telephone number of company and owner's representative: \_\_\_\_\_

Dollar amount at completion: \_\_\_\_\_

c. Brief description of work performed: \_\_\_\_\_

Contract number: \_\_\_\_\_

Dollar amount of award: \_\_\_\_\_

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

Name/Telephone number of company and owner's representative: \_\_\_\_\_

Dollar amount at completion: \_\_\_\_\_

- (2) List each contract completed by Contractor during the last three (3) years for which liquidated damages or penalty provisions were assessed against Contractor for failure to complete the work on time or for any other reason. Contractor is required to provide an explanation of the circumstances for each contract.

a. Brief description of work performed: \_\_\_\_\_

Contract number: \_\_\_\_\_

Dollar amount of award: \_\_\_\_\_

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

Name/Telephone number of company and owner's representative: \_\_\_\_\_

Dollar amount at completion: \_\_\_\_\_

b. Brief description of work performed: \_\_\_\_\_

Contract number: \_\_\_\_\_

Dollar amount of award: \_\_\_\_\_

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

Name/Telephone number of company and owner's representative: \_\_\_\_\_

Dollar amount at completion: \_\_\_\_\_

c. Brief description of work performed: \_\_\_\_\_

Contract number: \_\_\_\_\_

Dollar amount of award: \_\_\_\_\_

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

Name/Telephone number of company and owner's representative: \_\_\_\_\_

Dollar amount at completion: \_\_\_\_\_

If none of the above situations occurred during the last three (3) years, state "NONE" here: \_\_\_\_\_

M. Furnish the following information for each contract for which, during the last three (3) years, the Contractor was:

(1) Terminated for default; or

(2) Sued to compel performance; or

(3) Sued to recover damages, including, without limitation, upon an alleged breach of contract, misfeasance, error or omission or other alleged failure on Contractor's part to perform as required by the contract; or

(4) Called upon a surety to perform the work; or

(5) Required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract; or

(6) Required to draw on a letter of credit in lieu of a performance bond.

a. Brief description of work performed: \_\_\_\_\_

Contract number: \_\_\_\_\_

Dollar amount of award: \_\_\_\_\_

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

Name/Telephone number of owner's representative: \_\_\_\_\_

If none of the above situations occurred during the last three (3) years, state "NONE" here: \_\_\_\_\_

N. List all Contractor employees: (Attach additional sheets as needed)

(1) Who are currently employees of MTA or any MTA subsidiary or affiliate:

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

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐  
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

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

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐  
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

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

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐  
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

(2) Who within the past two (2) years have been MTA or any MTA subsidiary or affiliate employees who were involved on behalf of Contractor with the preparation of this bid/proposal or would be involved in the performance of the contract if it is awarded to Contractor.

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

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐  
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: _____	
Currently employed by:	
MTA <input type="checkbox"/> NYCT <input type="checkbox"/> MaBSTOA <input type="checkbox"/> SIRTOA <input type="checkbox"/> MNCR <input type="checkbox"/> LIRR <input type="checkbox"/> MSBA <input type="checkbox"/> TBTA <input type="checkbox"/> MTACC <input type="checkbox"/> MTA BC <input type="checkbox"/>	
<p>O. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.</p>	
P. Does Contractor have a subsidiary or affiliate?	NO <input type="checkbox"/> YES <input type="checkbox"/>
Q. Is Contractor a subsidiary of another entity?	NO <input type="checkbox"/> YES <input type="checkbox"/>
R. Within the past five (5) years or currently, does Contractor, any director, officer, principal, managerial employee of Contractor, or any person or entity with a 10% or more interest in Contractor have an interest of 10% or more in any other firm or legal entity?	NO <input type="checkbox"/> YES <input type="checkbox"/>
S. If the answer to P, Q or R is "YES," would Contractor's answers pertaining to Part V Questions A through M above be the same for each such parent, subsidiary, affiliate, firm or legal entity? If not, please provide a full explanation on a separate sheet of paper.	NO <input type="checkbox"/> YES <input type="checkbox"/>

<p>T. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>See Section: _____</p>	
---	--

**Contractor must sign here:** \_\_\_\_\_

**Authorized Signature**

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

## AFFIDAVIT AND ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_) SS:  
COUNTY OF \_\_\_\_\_)

1. I am \_\_\_\_\_ of \_\_\_\_\_.

(Print name and title) (Print name of firm)

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Standard RFP  
(Rev. 10/1/12)



## Bridges and Tunnels

### TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY

# TS-7

## STATEMENT OF QUALIFICATION OF ASBESTOS SUBCONSULTANT

The statements hereon are confidential and made solely for the information of the Triborough Bridge and Tunnel Authority in connection with the proposed subcontract with

Name of Consultant \_\_\_\_\_

Address \_\_\_\_\_

under its general Contract No. \_\_\_\_\_ with the Triborough Bridge and Tunnel Authority.

### GENERAL INFORMATION

1. Name of proposed subconsultant \_\_\_\_\_
2. Address \_\_\_\_\_ Tel.# \_\_\_\_\_
3. Federal ID # \_\_\_\_\_
4. If a corporation:  
When incorporated: \_\_\_\_\_  
President's name: \_\_\_\_\_  
Vice-President's name: \_\_\_\_\_  
Secretary's name: \_\_\_\_\_  
Treasurer's name: \_\_\_\_\_  
If a co-partnership:  
Date of organization \_\_\_\_\_  
Names and addresses of partners \_\_\_\_\_  
Papers are filed in \_\_\_\_\_  
County Clerk's Office.
5. What is your asbestos abatement license #? \_\_\_\_\_  
Are you licensed to do this work in the location required by this contract? ☐ Yes ☐ No
6. Description of work to be done under proposed subcontract. Indicate clearly whether work involves labor only or labor and material. List principal items of materials, if any, to be furnished.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXPERIENCE

7. Total amount of proposed subcontract \$ \_\_\_\_\_
8. How many years experience:  
 As a consultant? \_\_\_\_\_ As a subconsultant? \_\_\_\_\_
9. Give briefly, previous experience of directing officers including chief executive officer and general superintendent on similar work.

NAME	PRESENT POSITION	YEARS OF CONSULTING EXPERIENCE	MAGNITUDE AND TYPE OF WORK	WHAT CAPACITY

10. List principal contracts completed by present organization.

LOCATION	CONTRACT PRICE	CLASS OF WORK	DATE COMPLETED	NAME AND ADDRESS OF AWARDING PARTY
	\$			

11. List contracts, if any, that present organization has on hand.

LOCATION	CONTRACT PRICE	CLASS OF WORK	PERCENT COMPLETED	NAME AND ADDRESS OF AWARDING PARTY
	\$			



12. Supply at least 10 references which demonstrate your ability to adequately perform the required work.

FIRM NAME	TELEPHONE	ADDRESS	CONTACT PERSON

13. Labor employed through \_\_\_\_\_

\_\_\_\_\_  
(Specify Union, Local No., Address & Telephone No.)

14. Attach proof that you meet the required minimum insurance criteria.
15. Identify all legal actions or administrative actions or proceedings in which your firm or any principal or officer having ownership of 10% or more is involved as required by paragraph 7.3.a.viii of the REQUEST FOR PROPOSAL OVERVIEW AND PROPOSAL PROCEDURES. (Please make attachment if additional space is required.)

ACTION	STATUS

16. Give any supplemental information that the undersigned desires to submit.

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The undersigned agrees to furnish the TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY additional or supplemental information concerning financial and/or technical qualifications, when and as required.

Dated \_\_\_\_\_

\* \_\_\_\_\_  
(Exact Name of Individual,  
Firm or Corporation)

(CORPORATE SEAL)

By \_\_\_\_\_  
(Name and Title)

- \* The statement must be signed on this page. The individual named above must be the same as the individual signing the TS-6 Contractor Responsibility Form. The proposed subconsultant, if a partnership or corporation, must sign this statement in the exact firm or corporate name as it appears in its partnership agreement or certificate of incorporation.

NOTE: If the proposed subconsultant is a corporation and this proposal is signed by an Officer other than the President or a Vice President, the proposed subconsultant shall furnish a certified copy of by law or resolution authorizing said Officer to sign, unless same has previously been furnished to the Authority.



## Bridges and Tunnels

### TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY

## TS-8

# STATEMENT OF QUALIFICATION OF LEAD SUBCONSULTANT

The statements hereon are confidential and made solely for the information of the Triborough Bridge and Tunnel Authority in connection with the proposed subcontract with

Name of Consultant \_\_\_\_\_

Address \_\_\_\_\_

under its general Contract No. \_\_\_\_\_ with the Triborough Bridge and Tunnel Authority.

### GENERAL INFORMATION

1. Name of proposed subconsultant \_\_\_\_\_
2. Address \_\_\_\_\_ Tel.# \_\_\_\_\_
3. Federal ID # \_\_\_\_\_

4. If a corporation: \_\_\_\_\_ If a co-partnership: \_\_\_\_\_  
When incorporated: \_\_\_\_\_ Date of organization \_\_\_\_\_  
President's name: \_\_\_\_\_ Names and addresses of partners \_\_\_\_\_  
Vice-President's name: \_\_\_\_\_  
Secretary's name: \_\_\_\_\_  
Treasurer's name: \_\_\_\_\_ Papers are filed in \_\_\_\_\_  
County Clerk's Office.

5A. Have you had experience performing or designing lead abatement? \_\_\_\_\_

5B. Have your employees received lead abatement worker or lead abatement supervisor training? \_\_\_\_\_

5C. Do you have a medical surveillance program in place? \_\_\_\_\_

6. Description of work to be done under proposed subcontract. Indicate clearly whether work involves labor only or labor and material. List principal items of materials, if any, to be furnished.

## EXPERIENCE

7. Total amount of proposed subcontract \$ \_\_\_\_\_

8. How many years experience:

As a consultant? \_\_\_\_\_ As a subconsultant? \_\_\_\_\_

9. Give briefly, previous experience of directing officers including chief executive officer and general superintendent on similar work.

NAME	PRESENT POSITION	YEARS OF CONSULTING EXPERIENCE	MAGNITUDE AND TYPE OF WORK	WHAT CAPACITY

10. List principal contracts completed by present organization.

LOCATION	CONTRACT PRICE	CLASS OF WORK	DATE COMPLETED	NAME AND ADDRESS OF AWARDING PARTY
	\$			

11. List contracts, if any, that present organization has on hand.

LOCATION	CONTRACT PRICE	CLASS OF WORK	PERCENT COMPLETED	NAME AND ADDRESS OF AWARDING PARTY
	\$			

12. Supply at least 10 references which demonstrate your ability to adequately perform the required work.

FIRM NAME	TELEPHONE	ADDRESS	CONTACT PERSON

13. Labor employed through \_\_\_\_\_

(Specify Union, Local No., Address & Telephone No.)

14. Attach proof that you meet the required minimum insurance criteria.
15. Identify all legal actions or administrative actions or proceedings in which your firm or any principal or officer having ownership of 10% or more is involved as required by paragraph 7.3.a.viii of the REQUEST FOR PROPOSAL OVERVIEW AND PROPOSAL PROCEDURES. (Please make attachment if additional space is required.)

ACTION	STATUS

16. Give any supplemental information that the undersigned desires to submit.

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The undersigned agrees to furnish the TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY additional or supplemental information concerning financial and/or technical qualifications, when and as required.

Dated \_\_\_\_\_

\* \_\_\_\_\_  
(Exact Name of Individual,  
Firm or Corporation)

(CORPORATE SEAL)

By \_\_\_\_\_  
(Name and Title)

- \* The statement must be signed on this page. The individual named above must be the same as the individual signing the TS-6 Contractor Responsibility Form. The proposed subconsultant, if a partnership or corporation, must sign this statement in the exact firm or corporate name as it appears in its partnership agreement or certificate of incorporation.

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