KOSCIUSZKO BRIDGE PROJECT - (BIN 1075699)

PIN X731.24, Contract D900011

DB CONTRACT DOCUMENTS

ADDENDUM #2

September 25, 2013
Modification to the Request for Proposals
Kosciuszko Bridge Project
PIN X731.24, Contract D900011

General Instructions
Delete the Cover Page and Pages 27 and 36 of the Instructions to Proposers and substitute with the attached revised Cover Page and revised Pages 27 and 36.

Delete the Cover Page of the Instructions to Proposers, Appendix B and substitute with the attached revised Cover Page.

Delete Form EEO, Form KP, Form R and the first page of Form U of Instructions to Proposers, Appendix D and substitute with the attached revised Form EEO, Form KP, Form R and first page of Form U.

Delete Page 4 of the DB Contract Documents, Part 1, DB Agreement and substitute with the attached revised Page 4.

Delete Page 34 of the DB Contract Documents, Part 2, DB Section 100 and substitute with the attached revised Page 34.

Delete Page 3 of the DB Contract Documents, Part 2, DB Section 100, Appendix 112B and substitute the attached revised Page 3.


Delete Page 9 of the DB Contract Documents, Part 4, Utilities and substitute with the attached revised Page 9.

Delete the Con Edison Preliminary Utility Work Agreement of the DB Contract Documents, Part 4, Utilities and substitute with the attached revised Con Edison Preliminary Utility Work Agreement.

Delete the Special Provision 18 – Liquidated Damages and Early Completion Bonuses of the DB Contract Documents, Part 5, Special Provisions and substitute with the attached revised Special Provision 18 – Liquidated Damages and Early Completion Bonuses.

Delete Directive Plan DP-10 of the DB Contract Documents, Part 6, RFP Plans and substitute with the attached revised DP-10.
KOSCIUSZKO BRIDGE PROJECT - PHASE 1
   (BIN 1075699)

PIN X731.24, Contract D900011

DRAFT - REQUEST FOR PROPOSALS
REQUEST FOR PROPOSALS

INSTRUCTIONS TO PROPOSERS
GENERAL INSTRUCTIONS

Final August 27, 2013
4.2 LEGAL AUTHORITY

4.2.1 Licensing Requirements

Proposers shall be licensed as required by applicable Federal and State laws, rules and regulations including, but not limited to, the New York State Education Law. Evidence of proper licensing shall be required to be provided prior to execution of the Contract by the selected Proposer.

4.3 CURRENCY

The Pricing Information shall be priced in U.S. dollars ($) currency only.

4.4 PROPOSAL BOND

4.4.1 Bonding Requirements

A Proposal Bond (ITP Appendix D) must be included in Volume 3B of the Proposer’s Proposal and shall be applicable to the Proposals for both the Base Project and the Base Project plus the Option. The Proposal Bond must be presented in the form of a check or a bond. The Proposal Bond shall be issued by a surety meeting the financial requirements stated in ITP Appendix A, Section A2.32.5 and listed as possessing a Certificate of Authority under US Department of the Treasury Circular 570.

4.4.2 Return of Proposal Bond

All Proposal Bonds that were presented in the form of a check, except those of the apparent best value Proposer and the apparent “next” best value Proposer, will be returned immediately following the announcement of the best value Determination. The retained surety of the Proposer who is not Awarded the Contract, if presented in the form of a check, will be returned within ten days following the execution of the Contract. The retained surety of the successful Proposer, if presented in the form of a check, will be returned after satisfactory payment and performance bonds have been furnished and the Contract has been executed.

Sureties that have been presented in the form of a bond will be returned only upon the request of the Proposers after execution of the Contract.

4.4.3 Rights Reserved

Each Proposer understands and agrees, by submitting its Proposal, that the Department reserves the right to reject any and all Proposals, or part of any Proposal, and that the Proposal may not be withdrawn for a period of 120 days subsequent to the Proposal Due Date, without written consent of the Department.

Each Proposer further understands and agrees that if it should withdraw any part or all of its Proposal within 120 days after the Proposal Due Date without the consent of the Department, should refuse or be unable to enter into the Contract, as provided under the ITP Section 3.4, or
C. 11, 12, 13, 14 and 15 are of equal importance to each other and are more important than the Key Personnel positions in D below; and

D. 16, 17, 18, 19 and 20 are of equal importance to each other.

See ITP Appendix B for additional detail regarding this factor and the specific information to be submitted as part of the Proposal and ITP Appendix D for definitions of Key Personnel.

7.1.2.2 Technical Solutions

Evaluates the Proposer’s understanding, approach, capabilities and commitments to the delivery of design and construction solutions that meet or exceed the Project’s goals and objectives.

Objectives: The objective of this evaluation factor is to identify Proposers that propose design and construction solutions that are well planned and coordinated. The technical evaluation subfactors for the design and construction solution factor are as follows:

A. Design – evaluates how well the Proposer understands the design challenges of each of the structure types and how the Proposer intends to comply with the design requirements;

B. Constructability:
   - Base Project – evaluates how well the Proposer understands the construction challenges for the Base Project and the means and methods proposed for construction and demolition in stages while protecting existing facilities and minimizing impacts to traffic;
   - Base Project plus the Option – evaluates how well the Proposer understands the construction challenges for the Base Project plus the Option and the means and methods proposed for construction and demolition in stages while protecting existing facilities and minimizing impacts to traffic;

C. Service Life and corrosion protection of the Structures – evaluates how innovative and cost effective the Proposer is in maximizing the service life of the Bridge, and in minimizing and simplifying maintenance operations during the service life of the Bridge;

D. Visual Quality and Lighting – evaluates how creative the Proposer is in its design and construction solution that contributes to the aesthetics of the new bridge including the proposed lighting;

E. Geotechnical - evaluates how well the Proposer understands and proposes to address the foundation design and construction, settlement, and earth stability aspects of the Project; and

F. Environmental Compliance Approach – evaluates how well the Proposer understands the environmental requirements and how the Proposer will meet the environmental and permitting requirements during the design and construction of the Project.
KOSCIUSZKO BRIDGE PROJECT - PHASE 1 (BIN 1075699)

PIN X731.24, Contract D900011

DRAFT - REQUEST FOR PROPOSALS
REQUEST FOR PROPOSALS

INSTRUCTIONS TO PROPOSERS
APPENDIX B

TECHNICAL PROPOSAL
SUBMITTAL REQUIREMENTS

Final August 27, 2013
FORM EEO - Equal Employment Opportunity Certification

To be executed by the Proposer, Major-Principal Participants and proposed known Subcontractors.

The undersigned certifies on behalf of ___________________________ that:

(Name of entity making certification)

(check one of the following boxes)

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

(check one of the following boxes)

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: ________________________________
Title: ________________________________
Date: ________________________________

If not Proposer, relationship to Proposer: ________________________________

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Major-Principal Participants, and proposed Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
**FORM KP - KEY PERSONNEL INFORMATION**

In accordance with ITP Appendix B Section B2.0, complete either (A) or (B) below

<table>
<thead>
<tr>
<th>PROPOSER:</th>
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</thead>
<tbody>
<tr>
<td>Either (A), the Proposer hereby confirms that there is no change in the Proposer’s Key Personnel relative to the Proposer’s SOQ submission:</td>
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<tr>
<td>Signed</td>
<td>Name</td>
<td>Title</td>
<td>Date</td>
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</table>

Or (B), the Proposer has proposed changes to the Proposer’s Key Personnel relative to the Proposer’s SOQ submission. The Proposer summarizes below all the Key Personnel proposed in the SOQ; states which Key Personnel differ from those named in the SOQ; and, for the substitute Key Personnel, attaches copies of resumes plus the Department’s written consent (Form RFC) for the personnel change.

<table>
<thead>
<tr>
<th>Key Personnel Role</th>
<th>Changed relative to SOQ? (Yes/No)</th>
<th>Name</th>
<th>Years of experience</th>
<th>Parent Firm name</th>
<th>% of time dedicated to Project</th>
<th>Resume attached (Yes/No)</th>
<th>Department’s consent attached (Yes/No)</th>
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</thead>
<tbody>
<tr>
<td>Project Manager</td>
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<tr>
<td>Design Manager</td>
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<tr>
<td>Bridge (Main Span) Lead Designer</td>
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<td>Construction Manager</td>
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<td>Project Superintendent</td>
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<td>Quality Manager</td>
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<td>Resident Engineer</td>
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<td>Safety Manager</td>
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<td>DBE / Civil Rights Compliance Manager</td>
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<td>Risk Manager</td>
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<td>Foundations Lead-Designer</td>
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<td>Lead Demolition Engineer</td>
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<td>Bridge (Approaches &amp; Connectors) Lead-Designer</td>
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<td>Lead Civil Engineer</td>
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<td>Seismic Specialist</td>
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<td>Environmental Compliance Manager</td>
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<td>Lead Architectural Designer</td>
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<td>Lead ITS Engineer</td>
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<tr>
<td>Lead Public Involvement Person</td>
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<tr>
<td>Geotechnical Instrumentation Engineer</td>
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**FORM R**

**SUMMARY OF INDIVIDUAL’S EXPERIENCE**

Form R shall be completed by the Proposer for the Key Personnel indicated in ITP Section 7.1.2.1, as well as any key personnel that have been changed since submission of the SOQ. For the Bridge (Main Span) Lead Designer, indicate (under “Project Name”) which project(s) involved the design of a Cable-Stayed structure(s) of similar span length and scope as the Project. Add lines/pages as necessary. Under “Contact Information”, provide the contact name, phone number, and e-mail address for the Project Owner. NYSDOT reserves the right to contact any Project Owner to verify the information provided.

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
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<tbody>
<tr>
<td>Name of Firm:</td>
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<td>Individual’s Name:</td>
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**Is Applicant Licensed as a Professional Engineer in the State of New York?**

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<thead>
<tr>
<th>Yes:</th>
<th>No:</th>
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<tr>
<th>NYS Professional Engineering License Number</th>
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</table>

**Title for this Project:**

| Total number of years experience meeting requirements stated in ITP Section 7.1.2.1 for Title above: |  |

Please complete the information below to confirm the total years experience stated above

<table>
<thead>
<tr>
<th>Project Name:</th>
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<tbody>
<tr>
<td>Project Owner:</td>
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<tr>
<td>Contact Information:</td>
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<tr>
<td>Title on Project:</td>
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<tr>
<td>Individual’s Start Date on Project:</td>
<td>Individual’s End Date on Project:</td>
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<tr>
<th>Project Name:</th>
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<td>Project Owner:</td>
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<td>Contact Information:</td>
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<td>Title on Project:</td>
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<td>Individual’s Start Date on Project:</td>
<td>Individual’s End Date on Project:</td>
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<th>Project Name:</th>
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<tr>
<td>Project Owner:</td>
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<td>Contact Information:</td>
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<td>Title on Project:</td>
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<tr>
<td>Individual’s Start Date on Project:</td>
<td>Individual’s End Date on Project:</td>
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</table>
FORM U

CONFLICT QUESTIONNAIRE

To be completed for Principal Participants, Constructor(s), Designer(s), Construction Inspection Professional Engineering Firm(s), and the Materials Testing Firm(s) or Laboratories.

COMPTROLLER’S CONTRACT NO. ________________

PIN: __________

PROJECT: ____________________________________________

The purpose of this Conflict Questionnaire is to help identify potential conflicts of interest with regard to the Project. There may be potential conflicts that are not covered by the questions below. If a proposer or team member has knowledge of circumstances that may be, or present the appearance of, a potential conflict of interest, the proposer or team member must disclose that potential conflict, even if it is not covered by any of the Conflict Questionnaire’s inquiries.

Proposers should undertake reasonable due diligence, including conflict searches, to determine whether actual, potential or perceived conflicts of interest exist. Due diligence should extend to investigation of past relationships and to officers, directors, and other employees of the proposer and its team members.

The disclosure of a potential conflict will not necessarily result in the disqualification of the proposer or team member. When a proposer or team member discovers and discloses a potential conflict of interest, the proposer or team member should propose a process whereby the potential conflict may be mitigated. The proposer must provide all details of the potential conflict of interest and the proposed mitigation methods in its submission.

Instructions

All terms used in the Conflict Questionnaire shall have the same meaning as set forth in the Department’s Conflict of Interest Policy. Evaluation of potential conflicts of interest will follow the procedure set forth in that Policy.

The Conflict Questionnaire must be filled out by the proposer and each team member. As team members are added, additional and/or amended Conflict Questionnaires must be submitted. If potential conflicts arise or are discovered in the course of the Contract, the proposer or team member must inform the Department of the situation as soon as possible.

If the answer to any of the questions below is “yes,” provide: (1) complete details of the facts underlying that response; and (2) a proposed method of mitigating the potential conflict. The mitigation method may include releasing non-public documents or information to all potential bidders, the strict “quarantining” of individuals or information, or any other means that the proposer or team member believes will eliminate any appearance of conflict.

If proposers or team members consider information submitted in response to a Questionnaire to be confidential, it should be clearly labeled as such.

1 Although “team member” is defined to include individual employees or agents, individual employees or agents of a team member do not need to separately fill out and file a Conflict Questionnaire.
H) The Standard Specifications of the New York State Department of Transportation, current on the Contract execution date, Sections 200 through 700;
I) The RFP Instructions to Proposers; any RFP Addenda; and any RFP Questions and Answers; and
J) Design-Builder’s Proposal, including all addenda or appendices thereto (Part 9 of RFP) (except as provided below).

However, where the Design-Builder’s Proposal presents Work or products of a higher quality than that shown elsewhere in the Contract Documents, and the Department has accepted the proposed change to the Work and products to that of a higher quality, the Design-Builder’s Proposal will take precedence for that specific higher quality Work and products, as applicable. Additionally, subject to Part 2, DB Section 100 General Provisions, DB Section 104-4.6, where the Design-Builder’s Proposal includes an approved Alternative Technical Concept, the Design-Builder’s Proposal (including the approved Alternative Technical Concept) will take precedence for that specific Work that is the subject of the approved Alternative Technical Concept.

ARTICLE 6. DISADVANTAGED BUSINESS ENTERPRISE GOALS

This Contract is a Federal-aid contract. A DBE goal must be set pursuant to 49 CFR 26. The DBE goal for this Contract for design/construction is 14%. The Design-Builder must make a good faith effort to meet this goal. See DB Section 101-3 for definition of DBE and DB Section 102-8 for more information on the DBE program.

ARTICLE 7. EXAMINATION OF DOCUMENTS AND SITE

The Design-Builder warrants and represents that before submitting its Proposal it carefully examined the Contract Documents together with the Site of the proposed Work and its surrounding territory. The Design-Builder further agrees it is informed regarding all of the conditions affecting the Work to be done and labor and Materials to be furnished for the completion of this Contract, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public service corporations on, over, or under the Site, and that its information was secured by personal and other investigation and research.

ARTICLE 8. ALTERATIONS AND OMISSIONS

The Work identified in the Contract Documents shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the State other than the consideration named in this Contract.

The State reserves the right, at any time during the progress of the Work, to alter the scope of Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest. This right includes making allowances for additions and deductions, with compensation made in accordance with the Contract Documents for the altered or omitted Work.

ARTICLE 9. PERIODIC PAYMENTS

The Design-Builder Agrees to the terms for Periodic Payments described in Part 2, DB Sections 109-6 – 109-6.4.

ARTICLE 10. NO PERIODIC PAYMENT ON DESIGN-BUILDER’S NON-COMPLIANCE
DB SECTION 102
REQUIREMENTS AND CONDITIIONS

DB 102-1  [RESERVED]

DB 102-2  NO MISUNDERSTANDING

The Design-Builder acknowledges that it examined the Contract Documents and the Site prior to submitting its Proposal and has fully informed itself from its personal examination of the same regarding the quantities, character, location, and other conditions affecting the Work to be performed including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the Site.

The Design-Builder agrees that the Proposal Price includes all costs arising from existing conditions shown or specified in the Contract Documents, and/or readily observable from a Site inspection prior to the Proposal Date, and/or generally recognized as inherent in the nature of the Work, and/or for which Design-Builder has assumed the risk pursuant to the Contract Documents. The Design-Builder further acknowledges that its responsibilities under this Contract include conducting such additional geotechnical exploratory work and Site investigations as may be necessary or appropriate for design and construction of the Project.

The Department in no way warrants or guarantees that the information made available by the Department or found in the Contract Documents covers all conditions at the Site or that said information and Contract Documents should act as a substitute for personal investigation, interpretation, and judgment by the Design-Builder.

The components of the Contract Documents are intended to be complementary and to describe and provide for a complete Project. The following components of the Contract Documents complement one another in the following declining order of precedence:

A) Appendix A, Standard Clauses for New York State Contracts;
B) Appendix B Federal Requirements (including Attachment 1, FHWA Form 1273; Attachment 2, Federal Prevailing Wage Rate; Attachment 3, Goals for Equal Employment Opportunity (EEO) Participation; Attachment 4, Goals for Disadvantaged/Minority/Women’s Business Enterprise (D/M/WBE) Participation; and Attachment 5, Supplemental Title VI Provisions (Civil Rights Act));
C) Appendix C State Prevailing Wage Rates;
D) Iran Divestment Act;
E) DB Agreement (other than Appendix A, B, and C);
F) Parts 3 through 8 of RFP and Part 10 of RFP, as set forth in the above paragraph;
G) DB Section 100 General Provisions (Part 2 of RFP);
H) The Standard Specifications of the New York State Department of Transportation, current on the Contract execution date, Sections 200 through 700;
I) The RFP Instructions to Proposers; any RFP Addenda; and any RFP Questions and Answers; and
J) Design-Builder’s Proposal, including all addenda or appendices thereto (Part 9 of RFP) (except as provided below).

However, where the Design-Builder’s Proposal presents Work or products of a higher quality than that shown elsewhere in the Contract Documents, and the Department has accepted the
The Design-Builder (DB) shall use this Appendix DB 112B as a guide for development of a Quality Control Plan as defined in DB Section 113. The Quality Control Plan shall provide for materials quality control (QC) and construction Inspection (CI) practices oversight. In general, the DB shall employ an independent Construction Quality Control firm (referred herein as the QC/CI firm) that will be responsible to assure compliance of materials and construction inspection activities to all Department standards.

The DB shall provide in the Quality Control Plan all the various materials planned for use and the specific certifications and/or sampling and testing to be progressed for QC purposes to assure durability of the material. For development of the Quality Control Plan, the DB should be aware that the fundamental principle behind the approach is to assign the appropriate level of resources to monitor and evaluate each analysis category based on NYSDOT’s residual risk after the DB has completed construction. In general, the higher the residual risk for the performance of the material the higher the level of monitoring and verification. The stronger the relationship between the material property being tested and the material's performance, the higher the level of monitoring and verification required.

The Construction Inspection firm’s frequency of QC operations shall be at least equal to current Department practices as established in Specifications, Materials Methods and Procedures, Granular Control Procedures, and other Department documents. This Appendix DB 112B provides a list of these documents that define current Department sampling and testing practices.

The Documents listed below in effect on the proposal due date (as shown in the RFP Instructions to Proposers, Section 1.6.1) of Contract execution shall be applicable to the Project.

### NYSDOT – Materials Various Reference Documents

<table>
<thead>
<tr>
<th>TITLE</th>
<th>REMARKS</th>
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<tbody>
<tr>
<td>Standard Specifications for Construction and Materials</td>
<td>Available on Department website</td>
</tr>
<tr>
<td>MURK Part 1B Construction Inspection Manual</td>
<td>Available on Department website</td>
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<tr>
<td>MURK Part 2A Materials Inspection Manual</td>
<td>Available on Department website</td>
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<tr>
<td>Materials Inspection Manual</td>
<td>Available on Materials Bureau website</td>
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<tr>
<td>Steel Construction Manual &amp; Prestressed Concrete Construction Manual</td>
<td>Available on Department website</td>
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### NYSDOT – Materials Methods (MM)

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<tr>
<th>MM #</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>1</td>
<td>Quality Assurance Procedure for Concrete Pipe Items</td>
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<tr>
<td>2</td>
<td>Inspection of Steel Reinforcing Bars</td>
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<tr>
<td>2.1</td>
<td>Inspection, Sampling, and Testing of Grade 60 Steel Reinforcing Bars</td>
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<tr>
<td>3</td>
<td>Sampling and Stock Lot Control of Preformed Elastic Joint Sealers</td>
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<tr>
<td>4</td>
<td>Sampling and Control of Wire Fabric Reinforcing for Use in all Items Other than Concrete Pipe</td>
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<tr>
<td>5</td>
<td>Plant Inspector’s Manual for Bituminous Concrete Production</td>
</tr>
</tbody>
</table>
Anticipated Dates of Work: October 2013 to December 2014 (Additional bridge maintenance repair work as needed from October 2013 to December 2016)

Project Description: Inspection of the existing Kosciuszko Bridge
WZTC: Short-term lane closures
Anticipated Dates of Work: September to November each year of the Design-Build Contract

Project Description: EPA – Newtown Creek Remedial Investigation and Feasibility Study – Field Work
Anticipated Dates of Work: March 2014 to February 2015

Project Description: EPA – Newtown Creek Dredging Contract
Anticipated Dates of Work: 2017

Project Description: Construction of the new Sgt. Dougherty Playground
Anticipated Dates of Work: Summer 2015 to Summer 2017

1.5 DESIGN CODES AND MANUALS

In addition to this Part 3, Project Requirements, the Design-Builder must comply with all other applicable engineering codes and standards, including those of the various Federal, State, and local jurisdictions.

Codes, standards and/or manuals in effect on the proposal due date (as shown in the RFP Instructions to Proposers, Section 1.6.1) of Contract execution shall be applicable to the Project. Responsibility for design remains with the Design-Builder in accordance with the terms and conditions of the Contract.

All work shall conform to current versions of the following documents. In the event of a conflict between the codes and reference documents listed below, the more stringent requirements, as determined by the Department, shall apply.

AASHTO:
- A Guide for Accommodating Utilities within Highway Right-of-Way
- A Policy on Design Standards - Interstate System
- A Policy on Geometric Design of Highways and Streets
E) For the Design-Builder-located areas, the Design-Builder shall notify the Department of scheduled meetings with regulatory agencies and provide to the Department copies of any documentation regarding environmental compliance;

F) The Design-Builder shall be solely responsible for compliance with and violations of any Environmental Requirements;

G) The Design-Builder shall indemnify the Department and the State of New York for any fines, violations or damages incurred by reason of failure of the Design-Builder to comply with Environmental Approvals.

H) The Design Builder shall construct a cap including fencing and drainage on a portion of the former Phelps Dodge Refining Site in Queens per the Directive Drawings included in Part 6 – RFP Plans. The cap shall be installed by the Design-Builder before construction on and adjacent to the area to be capped can begin. The construction activities on the cap are subject to the loading restrictions included in the Directive Plans. **The Design Builder shall provide a Final Engineering Report (FER) and certification of As-Built plans to assure the caps are built in accordance with the approved plans.** The Design-Builder shall relocate the unused stockpiled soil from Parcel 1A to Parcels 2 and 1C as indicated in the Capping Plans directed by the Phelps Dodge representative. The Design-Builder shall provide a minimum of 10 days notice to Phelps Dodge Refining Corporation (PDRC) before the movement of the stockpiled soil on Parcel 1A to allow for a PDRC inspector representative to be onsite during any such movement.

I) The Design-Builder shall provide access to the PDRC inspector and NYSDEC personnel on Parcels 1A and 2 for monitoring and maintenance of the existing Ground Water Treatment System as required.

J) The Design-Builder shall be responsible for complying with the Monitoring Program on the Laurel Hill Site. See Part 6 – RFP Plans. The Department will install the monitoring program prior to award of the Design-Build Contract. The intent of the program is to monitor soil movements and groundwater movements associated with the sheet pile wall that is intended to prevent movement of groundwater from the site into Newtown Creek. Based on readings taken during the RFP phase, the Department intends to establish allowable tolerances for the monitoring program. A layout of the plan is indicated on the capping plans. Two months after award of the contract the Design-Builder shall take over responsibility for maintaining the monitoring and for continuing the readings. If the readings indicate that due to the Design Builder’s activities, the wall has been compromised and that groundwater from the site is moving through the wall into the creek, it may be necessary to halt construction in the vicinity of the wall and remediate the wall until the work can be restarted at the site. The Design Builder shall be responsible for any such delays if they are attributed to the activities of the Design-Builder.

K) The Design-Builder shall take the appropriate actions to limit the potential for propeller scour in Newtown Creek. Provisions shall include limiting the drafts, horsepower and operating speeds of tugboats in the Creek as required. The requirements for monitoring turbidity are described in 3.2.5N below.
Queens, NY, May 30, 2012 (EPM, Inc.). The conditions identified include non-hazardous and hazardous contaminated soil, groundwater impacted with petroleum, chlorinated solvents, and heavy metals, and soil vapor with elevated levels of volatile organic compounds (VOCs) and methane gas.

B) There are several ongoing State and Federal investigation and remediation projects located within the project limits. These projects include the NYSDEC Meeker Avenue Solvent Plume; the ExxonMobil Greenpoint Oil Spill; the Phelps Dodge Laurel Hill NYSDEC Class 2 Inactive Hazardous Waste Site, and the USEPA listing of Newtown Creek on the Federal National Priority List (Superfund). Summary information for these four sites is contained in the aforementioned May 2012 Contaminated Material Investigation Findings Report. The Design-Builder will be required to maintain an up-to-date understanding of the ongoing investigation and remediation work being performed on these projects and the implications to construction. Publically available information for these sites is available at local document repositories including Brooklyn Community Board One and the Greenpoint Branch of the NYC Public Library.

C) There are numerous groundwater monitoring wells located across the project site in Brooklyn related to the Greenpoint Oil Spill and the Meeker Avenue Solvent Plume, and in Queens on the Phelps Dodge Inactive Hazardous Waste Site. The Design-Builder is responsible for protecting existing groundwater monitoring wells from damage and providing access to these wells by the responsible parties and regulatory agencies as necessary. At no time will any existing monitoring wells associated with the ongoing investigation and remediation projects be removed or relocated without written permission from NYSDEC.

D) With exception of work within the limits of the Phelps Dodge Laurel Hill Inactive Hazardous Waste Site (see E below), the Design-Builder shall perform all work in accordance with the Contaminant Management Plan (CMP) and Construction Health and Safety Plan (CHASP) provided to the Design-Builder by the Department. These documents have been reviewed by NYSDEC. If the Design-Builder proposes alternative methods to those included in the project’s CMP and CHASP, the Design-Builder is required to submit such alternatives to NYSDEC for approval prior to beginning the work. Written approval from NYSDEC of the alternative methods shall be provided to the Engineer prior to start of work.

E) For all intrusive work on the Phelps Dodge Laurel Hill Inactive Hazardous Waste Site, the Design-Builder is required to follow the existing Phelps Dodge Health and Safety Plan for the site. A Site Management Plan (SMP) for the Laurel Hill Site prepared by Phelps Dodge is currently under review by NYSDEC and will be provided to Proposers by Addendum. The draft SMP has been posted to the Project website. The Design-Builder will be required to follow the NYSDEC-approved SMP for all work on the Phelps Dodge Laurel Hill Site.

F) Excavated soil shall be managed under Item 205.02 - Segregation and Storage of Contaminated Materials. The Design-Builder shall segregate any suspected grossly contaminated soil from apparent non-contaminated soil as described in Item 205.02. Soil exhibiting photo-ionization detector (PID) readings of 25 parts per million (ppm) or
3.2.6.2 Other Environmental Plans

The Design-Builder shall be responsible for preparing the following documents, and all other required documents, in conformity with all Environmental Requirements. In each of the documents listed below, the Design-Builder shall identify the frequency of submission of compliance reports to the Department.

A) Spill Prevention, Control, and Countermeasures (SPCC) Plan;
B) Construction Noise Control Plan;
C) Rodent Control Plan;
D) Lead Compliance Plan;
E) Stormwater Pollution Prevention Plan (SWPPP) (Draft provided by the Department, the Design Builder is responsible for updating as necessary, obtaining final approval and implementing);
F) Project-Generated Waste Management Plan;

3.3 ENVIRONMENTAL APPROVALS

The Environmental Approvals required for the Project as it is scoped in the RFP as well as the current status are listed in Table 3.4-1. This list may not be comprehensive and the Design-Builder is responsible to obtain all approvals as needed for the Project.

Updates to the status of Environmental Approvals will be provided by the Department by Addenda.

<table>
<thead>
<tr>
<th>Issuing Agency</th>
<th>Permit/Process/Approval</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Coast Guard</td>
<td>General Bridge Act of 1946 33CFR 525: bridge permit.</td>
<td>Permit application submitted 8/27/12, has been issued by USCG.</td>
</tr>
<tr>
<td>USACE</td>
<td>Permit authorization will meet the requirements of Section 404 of the Clean Water Act (33 USC 1251-1387) and Section 10 of the Rivers and Harbors Act of 1899. Anticipate authorization under Nationwide Permit No. 15 US Coast Guard Approved Bridges</td>
<td>Permit application submitted on 8/20/12. Permit application acknowledged by the USACE on 1/4/13.</td>
</tr>
</tbody>
</table>
### Table 3.3-1 – Environmental Approvals/Permits and Status

<table>
<thead>
<tr>
<th>Issuing Agency</th>
<th>Permit/Process/Approval</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>USFWS</td>
<td>Endangered Species Act (ESA) (16 USC §§1531-1544; 50 CFR Part 402)</td>
<td>Per the 5/22/02 and 1/24/05 correspondence between NYSDOT and USFWS, except for transient individuals, no known federally listed threatened or endangered species are known to exist in the project area.</td>
</tr>
<tr>
<td></td>
<td>Fish and Wildlife Coordination Act (FWCA)</td>
<td>FWCA recommendation issued in 5/15/07 letter from NOAA to NYSDOT.</td>
</tr>
<tr>
<td>NOAA – NMFS</td>
<td>Endangered Species Act (16 USC §§1531-1544; 50 CFR Part 402)</td>
<td>NOAA letter dated 8/18/2005 states that no federally listed threatened or endangered species are present at the project site and no further consultation under Section 7 of the Endangered Species Act is necessary (page IV-79 of the EIS)</td>
</tr>
<tr>
<td>NYSDEC</td>
<td>Tidal Wetlands Law (ECL, Article 25)</td>
<td>Permit has been issued by NYSDEC.</td>
</tr>
<tr>
<td></td>
<td>The Protection of Water (ECL, Article 15)</td>
<td>Permit has been issued by NYSDEC.</td>
</tr>
<tr>
<td></td>
<td>Excavation and fill in navigable waters</td>
<td>Permit has been issued by NYSDEC</td>
</tr>
<tr>
<td></td>
<td>Section 401 of the Clean Water Act Water Quality Certification</td>
<td>Permit has been issued by NYSDEC.</td>
</tr>
<tr>
<td></td>
<td>Capping Plans for Parcels OU1a, OU9a and OU2</td>
<td>Plans have been approved by NYSDEC.</td>
</tr>
</tbody>
</table>
SECTION 4  GENERAL PROJECT SCOPE OF WORK

4.1  SCOPE

The Design-Builder shall perform all Work necessary to prepare the Project site for construction, perform the required construction, maintain the site in suitable condition during all stages of construction and provide cleanup and restoration of the construction site and all disturbed areas. The major items of the Project Scope of Work are identified in Section 1.3.

4.2  STANDARDS AND REFERENCES

The Design-Builder shall perform the Work in accordance with the applicable Standards, Codes and Manuals cited in Section 1.5, unless otherwise stipulated in this Project Requirement.

4.3  REQUIREMENTS

The Design-Builder shall prepare site work plans showing the extent of site works, disposal and storage locations, and facility removal details, approximate volumes and shall provide for uninterrupted New York City Department of Transportation and Department maintenance and operations. All regulated waste shall be handled according to Section 3 – Environmental Compliance.

The site work shall include but not be limited to: clearing and grubbing; excavation and embankment; removal of pavement and pavement markings, road barriers, soil, drainage facilities, fencing, signs, and miscellaneous structures; subgrade preparation and stabilization; dust control; removal of abandoned above-ground and shallow piping and wiring, standpipes, valves, meters, and other waste materials; and aggregate surfacing.

Unless specified otherwise in the Contract Documents, the Design-Builder shall remove all obstructions down to a minimum of 2 feet below the existing or proposed surrounding ground elevation or to the elevation necessary to properly construct the Work, whichever is lower.

The Design-Builder shall grade and pave all disturbed areas to match the existing surrounding ground elevation. The Design-Builder shall cut pavement or sidewalk to full depth with straight lines at removal terminations.

The Design-Builder shall over-excavate as necessary to remove unsuitable material from under the footprint of pavements and structures and backfill with properly compacted suitable material. Topsoil may be stripped, stockpiled, and reused within the Project Limits.

For minor structures, including buildings and sheds not covered by Project Requirement 23 – Demolition of Buildings, the Design-Builder shall remove and properly dispose of all objects encountered as part of or within the structures, buildings and/or sheds, including hazardous and regulated materials, foundations and underground tanks.
SECTION 10 GEOTECHNICS

10.1 SCOPE

The Design-Builder shall be responsible for geotechnical design and construction of all permanent and temporary structures, including assessing available information, geotechnical analysis and reporting, geotechnical instrumentation and monitoring, and protection of existing infrastructure, structures and utilities in accordance with the requirements of the Contract Documents.

These requirements are considered as a minimum and do not include all possible conditions that may be encountered in the Design-Builder’s final design.

The Department has performed subsurface investigations in the vicinity of the Project Site. Boring logs and laboratory test data from these previous subsurface investigations are provided on the Department’s Project website. The soil and rock samples obtained during these previous subsurface investigations are available for inspection by the Design-Builder at the Main Office NYSDOT Soils Laboratory located in Building 7 at the State office Campus, 1220 Washington Ave, Albany, NY 12206. The Design-Builder shall be responsible for making any arrangements to view the samples from the previous subsurface investigations, by first seeking the prior consent of the NYSDOT’s Project Manager and then making an appointment in advance with Mr. Robert Dalsass (Regional Geotechnical Engineer); telephone 718-482-4511; email Robert.Dalsass@dot.ny.gov. Information from these previous subsurface investigations shall be considered part of the Contract Documents only to the extent that they are used to represent soil conditions at the depths indicated within the respective borings drilled at the approximate locations shown. Presentation of this information in no way implies that subsurface conditions are the same at other locations and different times. The Design-Builder shall form its own interpretation of the existing geotechnical data and satisfy itself as to the nature and behavior of the ground and sub-soil, the form and nature of the Site, and nature of the Work that may affect its detailed design, construction method, and tools.

10.2 STANDARDS AND REFERENCES

The Design-Builder shall perform geotechnical activities in accordance with the Contract Requirements, the applicable Standards, Codes and Manuals cited in Section 1.5.

10.3 DESIGN REQUIREMENTS

The Design-Builder shall at a minimum provide the following to the Department Project Manager for review and comment:

A) Geotechnical work plan (see Section 10.34.1);

B) Geotechnical investigation plan (see Section 10.34.2);
C) Geotechnical data report (see Section 10.34.6);
D) Seismic assessment report (see Section 10.4.7);
E) Geotechnical Instrumentation and construction monitoring plans (see Section 10.34.8);
F) Foundation design reports (see Section 10.34.10).

10.3.1 Geotechnical Work Plan

The Design-Builder shall prepare a geotechnical work plan for the project. The plan shall identify the required geotechnical scope of work that the Design-Builder plans to complete for the design and construction of the Project. The geotechnical work plan shall include the following:

A) Design-Builder’s knowledge and understanding of the geotechnical, geologic, hydrogeology and seismic settings of the Project Site and how the nature and behavior of the soil, rock, groundwater and subsurface conditions will affect the investigation, design and methods of construction;

B) Anticipated methods of analysis and design for the bridge foundations and a discussion of the foundation optimization process and rationale for selection of the foundation types;

C) Identify key Project constraints and describe how the geotechnical activities will be designed and constructed to meet these constraints;

D) Identification of all principal geotechnical deliverables and activities;

E) A narrative describing the approach to quality control during design and construction of the geotechnical Works;

F) A risk register identifying all major design and construction risks of the geotechnical activities, and describe how these risks are managed and mitigated;

G) Resumes of the Foundations Lead Designer, Geotechnical Instrumentation Engineer, and Seismic Specialist;

H) Types of subsurface investigations to be carried out for the Bridge design, including minimum number and depth of borings and other field testing with a narrative of the in-situ tests and laboratory tests to be carried out;

I) Minimum numbers, and types of axial load tests for each foundation type, size and subsurface condition;

J) Minimum numbers, and types of lateral load tests for each foundation type and subsurface condition;

K) Minimum percentage and/or numbers of driven piles as tested piles to be dynamically tested;
resistance and driving stresses for full length of driving. Report analysis results along with the Maximum Driving Resistance.

9) Minimum Pile Tip Elevation: Define the Minimum Pile Tip Elevation as the elevation corresponding to the minimum required depth of penetration.

10) Estimated Pile Tip Elevation: Report the elevation corresponding to the depth where nominal axial compression resistance was derived as the Estimated Pile Tip Elevation.

11) Pile type, size, cut-off elevation and tip elevation

12) Reinforcement details, pile point details, splicing details

C) Micropiles. Small diameter drilled and grouted non-displacement pile with a reinforcing casing and a center reinforcing bar. Permanent casings and load testing are required. Design micropiles in accordance with AASHTO LRFD specifications. A Micropile specialty Subcontractor is required.

Subcontractor shall submit documentation before the start of construction that he has successfully completed at least three micropile projects and at least installed 150 micropiles within the last three years with Micropile diameters and lengths similar to those anticipated for this project. Documentation shall include the general contractor and owner’s name and current contact information with descriptions of each project. A design geotechnical engineer is required to design micropiles. The design engineer shall be a licensed Professional Engineer in the State of New York and shall have at least 10 years of experience in designing micropiles and drilled foundations with capacities and in subsurface conditions similar to those of this project.

Double corrosion protection shall be provided to micropile central reinforcing steel bar in accordance with FHWA-NHI-05-039 recommendations. Maintain a minimum of 3 inches grout cover to the reinforcing bar along the entire length of the micropile. Galvanize exposed reinforcing and permanent casing that connect directly to caps.

In Brooklyn, in the vicinity of the Meeker Avenue Solvent Plume, the method of installation of the micropiles shall be such as not to cause cross contamination below that Clay layer. The Design-Builder shall be responsible for obtaining the approval of NYSDEC for the method of installation.

For Micropile foundations, include the following information in the Foundation Design Report:

1) Micropile layout, diameter, inclination, minimum reinforcing casing and center rebar, and pile to cap connection

2) Micropile tip elevations, and bond lengths. If socketed in to rock, use a minimum bond length of ten feet. Neglect tip resistance in tension and compression
In addition, the spatial extent of the pre-construction condition survey shall be integrated with the Design-Builder’s implementation of its strategy for conformance with the Environmental Performance Commitments related to the protection of cultural resources (see Project Requirement 3 – Environmental Compliance, Exhibit B). This strategy shall include properties within designated historic districts.

For the pre-construction condition survey of the Kosciuszko Bridge, the Design-Builder can in place of undertaking its own survey elect to utilize the most recent biennial inspection report for the existing bridge, as undertaken by the NYSDOT in 2012. If the Design-Builder elects to use the 2012 biennial inspection report as the pre-construction condition survey of the existing bridge, the Design-Builder shall there by agree and affirm that the 2012 biennial survey report presents an accurate and comprehensive survey of the pre-construction condition of the existing bridge. The 2012 biennial inspection report of the existing bridge is a confidential document, and will be made available to the Design-Builder in response to a written request sent to the NYSDOT.

The Design-Builder shall submit to the NYSDOT the records and photographic and video documentation of the pre-construction condition survey, which shall be signed and stamped by a Professional Engineer registered in the State of New York.

10.4.3.2 Post-Construction Condition Survey

The Design-Builder shall conduct a post-construction condition survey of the zone and properties covered by the pre-construction conditions survey (see Section 10.5.3.1 herein). The post-construction condition survey shall be performed by the Design-Builder at Physical Completion, and it shall compare the post-construction conditions with the conditions recorded in the pre-construction condition survey. The location and scope of the post-construction condition survey shall match those of the pre-construction condition survey. The complete documentation of the post-construction survey, describing the comparison with the preconstruction conditions and signed by a Professional Engineer registered in the State of New York, shall be submitted to the NYSDOT.

10.5 DELIVERABLES

At a minimum, the deliverables shall include the items listed in Table 10.6-1 for the NYSDOT's consultation and written comment.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Number of Copies</th>
<th>Delivery Schedule</th>
<th>Reference Section</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hardcopy</td>
<td>Electronic</td>
<td></td>
</tr>
<tr>
<td>Geotechnical work plan</td>
<td>3</td>
<td>1</td>
<td>60 days after NTP</td>
</tr>
<tr>
<td>Geotechnical investigation plan</td>
<td>3</td>
<td>1</td>
<td>60 days after NTP</td>
</tr>
<tr>
<td>Geotechnical data report</td>
<td>3</td>
<td>1</td>
<td>120 days after NTP</td>
</tr>
</tbody>
</table>
### Table 10.5-1 –Deliverables

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Number of Copies</th>
<th>Delivery Schedule</th>
<th>Reference Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pile Geotechnical Nominal Resistance Test</td>
<td>3</td>
<td>30 days prior to installing test piles or shafts</td>
<td>10.34.109.3D</td>
</tr>
<tr>
<td>Implementation Report</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pile Geotechnical Nominal Resistance Test</td>
<td>3</td>
<td>Within two weeks of completing each pile load test</td>
<td>10.34.109.3D</td>
</tr>
<tr>
<td>Results Report</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seismic Assessment Report</td>
<td>3</td>
<td>60 days after NTP</td>
<td>10.34.7</td>
</tr>
<tr>
<td>Geotechnical Instrumentation &amp; Construction</td>
<td>3</td>
<td>30 Days prior to the start of any construction activities</td>
<td>10.34.8</td>
</tr>
<tr>
<td>Monitoring Plan</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foundation Design Reports</td>
<td>3</td>
<td>60 days prior to installing production piles or shafts</td>
<td>10.34.109.3D</td>
</tr>
<tr>
<td>Reports</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deep Foundation Installation Records</td>
<td>3</td>
<td>Within two weeks of installing pile/shaft for a substructure unit</td>
<td>10.45.1</td>
</tr>
<tr>
<td>Pre-Construction Condition Survey Report</td>
<td>3</td>
<td>Not less than 30 days prior to start of construction</td>
<td>10.45.3.1</td>
</tr>
<tr>
<td>Post-Construction Condition Survey</td>
<td>3</td>
<td>Not less than 30 days before Final Acceptance</td>
<td>10.45.3.2</td>
</tr>
<tr>
<td>Construction Monitoring Reports</td>
<td>3</td>
<td>Periodically during construction</td>
<td>10.34.8</td>
</tr>
</tbody>
</table>
also be provided in Brooklyn wherever the edge of the new structure passes over an existing building to remain.

3) Protection shall be provided to all superstructure elements above the deck. Rigid traffic barriers shall be used to separate roadway shoulders from the towers and the stay cables. The level of protection shall be in accordance with Security Requirements provided by the Department.

4) Barriers, railings and/or fencing that will be designed and constructed to contain users and materials, shall be detailed to prevent people from climbing, provide for maximum safety and security, minimize weather (wind, rain, snow) impacts and maximize viewing opportunities.

B) Decks. Precast panel and/or cast in place decks are allowed except at steel girder Approach and Connector spans where cast-in-place decks will be required. Filled, overfilled or unfilled steel grating decks and orthotropic steel decks are not permitted. Steel stay in place forms are not permitted. All decks must be protectively sealed.

C) Deck Joints. The number of deck joints shall be minimized to the extent practical to minimize future maintenance. Where the range of movement is 2-1/2 inches or less Armorless Bridge Joint Systems per the NYSDOT BD Sheets shall be used unless the nature of the movement (i.e. significant transverse movement) precludes their use. For larger movements, modular type joints shall be used in the roadway sections. For the joint between the cable-stayed main span and approach structure, movement and rotations shall be accounted for in the joint design. Deck joints in the bikeway/walkway shall be bicycle-safe.

D) Superstructures

1) The interior of any superstructure element such as box girders shall be accessible for inspection and maintenance. Means to facilitate safe access to interior spaces shall be provided.

2) Structural steelwork shall be fully metalized or galvanized. This includes the interior of steel box girders, if utilized. Structural steelwork at the Meeker Avenue Viaduct only shall be painted.

3) The interior of any box girders shall be illuminated and provided with 120V outlets as required in Project Requirement 14 - Lighting.

4) Drain holes shall be provided at all low points in box girder cells to ensure no ponding occurs in the event of water leakage into the box. All drain holes shall be protected with type 316 stainless steel bird screens.

E) Bearings. Design and location of bearings shall provide for maintenance, accessibility and future replacement. Jacking points with sufficient capacity (full dead load and live load) to allow the superstructure to be lifted for bearing replacement under live load shall be provided. The plans shall include the location of the jacking points and the jacking loads.
F) Piers and Cap Beams

1) Access shall be provided to the interior of all hollow pier sections. All access provisions shall meet the requirements of OSHA. Any access hatches shall be Type 316 stainless steel and shall meet the requirements of Section 17 – Security Requirements.

2) The tops of all piers below expansion joints shall be coated with penetrating type protective sealers. Stainless Steel reinforcement shall be utilized in all pier caps and bridge seats below expansion joints. **Reinforcing bars that extend into the pier cap below expansion joints shall be epoxy coated.** Refer to the Bridge Manual for primary reinforcement requirements.

3) The pier shape shall be such as to have aesthetic appeal in a similar manner to those shown in the Indicative Plans in accordance with the Visual Quality and Lighting Plan. See Part 5 – Special Provisions – Architectural Requirements.

4) The tops of all piers and cap beams shall be pigeon proofed using type 316 stainless steel bird spikes or type 316 stainless steel screens.

G) Abutments. Abutments shall be designed and constructed in accordance with the Visual Quality and Lighting Plan.

H) Foundations and Piles

1) The Design-Builder shall calculate settlements for the different founding conditions along the bridge. Settlements likely to occur during construction shall be calculated separately from long term settlements. Particular attention shall be given to the differential settlements likely to occur between piers with piled/drilled shaft foundations to rock and piers supported by soil. The effects of settlements, differential settlements, and down-drag shall be fully accounted for in the design and construction.

2) In Brooklyn, in the vicinity of the Chlorinated Solvent Plume between all piles shall be installed to a depth so that they are a minimum of 10 feet above the Raritan Clay Layer to avoid cross contamination below that clay layer.

I) Lightning Protection. Lightning Protection shall be provided in accordance with Project Requirement 14 - Lighting.

J) Lighting. Lighting shall be in accordance will Project Requirements 14 – Lighting and Section 18-Visual Quality.

K) Drainage

1) Deck drainage system shall be designed and constructed to minimize maintenance needs, and cleanouts shall be provided at appropriate locations. Scuppers in the roadway shall meet Department requirements for truck loading.
1) The compressive strength of concrete shall be 10,000 psi maximum in prestressed or precast applications.

2) Use of concrete classes and corresponding mixtures defined under NYSDOT Standard Specification Section 501 are pre-approved, but are not required. If the Design-Builder proposes the use of alternative concrete mixtures, then the mixture design shall require trial batching and testing in accordance with NYS Standard Specifications. All materials used in alternative mixes shall be in accordance with NYS Standard Specifications, Section 555 – Structural Concrete.

3) Hot weather concreting shall be performed as per the recommendations of ACI 305 Guide to Hot Weather Concreting.

4) Cold weather concreting shall be performed as per the recommendations of ACI 306 Guide to Cold Weather Concreting.

5) Whenever a concrete placement is four feet or thicker, the recommendations of ACI 207 Guide to Mass Concrete shall be followed.

6) All concrete construction shall be in accordance the tolerances stated in ACI 117 unless otherwise specified in the NYS Standard Specifications.

B) Reinforcement. Reinforced concrete decks shall utilize solid Stainless Steel Bar Reinforcement. Reinforcing bars that extend into the deck shall be epoxy coated. For all other reinforced concrete elements the reinforcement may be epoxy coated, or uncoated steel provided that they will meet the 100 year design life. The use of different types of bars in a structure shall only be allowed where provisions for preventing corrosion due to mixing dissimilar metals has been incorporated into the project.

C) Structural Steel. Structural steel shall be any appropriate combination of ASTM A709 Grade 50W, Grade HPS 50W Grade HPS 70W and/or Grade HPS 100W. If utilized, weathering steel will require a protective coating at deck joints and along fascias as indicated above.

11.3.1.7 Design Parameters (For All Eastbound and Westbound Structures)

A) Service Life. Service Life shall be in accordance with ACI 365 Service-Life Prediction - State-of-the-Art Report and Service Life shall be defined as the time in service until spalling of concrete occurs.

B) Vehicular and Pedestrian Loading. Vehicular and pedestrian live loads for the bridge shall be as per the NYSDOT LRFD Blue Pages.

C) Seismic Loading

1) The Design-Builder shall perform seismic analyses of all bridge components in order to establish the seismic design and bridge performance criteria, definition of the relevant bridge site characteristics, determination of the site response, as
H) Wind Events

1) The Design-Builder shall complete wind analysis and design considering both a high-probability serviceability event and a lower-probability aerodynamic stability event. The wind analysis and design shall consider both the completed bridge and critical construction stages.

2) The serviceability wind event shall have a probability consistent with a mean return period of 100 years as defined in ASCE 7-10, but the resulting mean-hourly wind speed shall not be less than the mean hourly wind speed of a 100 year return period from wind climate data. During all phases of construction, a mean-hourly wind speed of not less than wind climate data shall be applied.

3) Vertical deck accelerations shall not exceed 0.03g for winds up to 30 mph and 0.10g for winds between 30 mph and 45 mph (where g denotes acceleration due to gravity). The completed bridge shall show no signs of flutter instability up to a 10,000 year return wind event and during all phases of construction for the 20-year wind event. If the bridge shows any sign of aerodynamic instability during the serviceability wind event or does not meet deck acceleration limits, the cross-section or other bridge design features shall be revised and all wind tunnel tests repeated. All revisions are subject to the Department’s approval. During construction, temporary remedial measures to counteract any distress shall be implemented as required without obstructing river navigation.

I) Bridge Load Rating. The Design-Builder shall load rate the bridges according to the NYSDOT EI 05-034 Level 1 rating, and the AASHTO Manual for Bridge Evaluation.

J) Temporary bridges shall be designed in accordance with section 619 of the NYSDOT Standard Specification with Blue Pages with the following exceptions:

- Temporary Barriers shall be TL-3
- Design for a 10 year fatigue life with no E or E’ welds allowed

11.3.1.8 Design for Durability

The Design-Builder shall provide a bridge that meets the required design service life either by selecting materials with reduced corrosion potential, by selecting materials and details, which resist degradation or by other mean acceptable to the Department. Due to the extensive use of de-icing salts during the future operation, the bridge shall be considered to be subjected to severe corrosive conditions. For reinforced concrete elements the service life shall be determined using the STADIUM (Software for Transport and Degradation in Unsaturated Materials) model.

The service life of the structure shall be 100 years as outlined in Table 11.3-1, except as outlined in Table 11.3-2 for replaceable components.

<table>
<thead>
<tr>
<th>Table 11.3-1 – Minimum Service Life for Non-Replaceable Components</th>
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<tbody>
<tr>
<td><strong>Non-Replaceable Components</strong></td>
</tr>
<tr>
<td>Towers, piles, pile caps, piers, pier caps, deck and superstructure</td>
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SECTION 16  WORK ZONE TRAFFIC CONTROL AND ACCESS

16.1 SCOPE

The Design-Builder shall be responsible for the planning and provision of Work Zone Traffic Control (WZTC) meeting the requirements of Chapter 16 of the HDM, Section 619 of the Specifications, and 23 CFR 630 Subpart J, MUTCD Part VI Section 16.3.1 (J) – Public information and outreach considerations until Project Completion. This Project Requirement applies to all roads, including the mainline, ramps, cross roads, local streets, maintenance roads, driveways, and active paths within and/or affected by the Project.

The Design-Builder shall provide WZTC for the safe and efficient movement of people, goods, and services through the Project while maintaining access and minimizing negative impacts to residents, commuters, businesses, and NYSDOT maintenance operations.

Note that, as used in this section, “Work Zone Traffic Control plan” or “WZTC plan” is the equivalent of “Maintenance and Protection of Traffic plan” or “MPT plan” as described in Chapter 16 of the Highway Design Manual.

16.2 STANDARDS

The Design-Builder shall perform the work zone traffic control activities in accordance with the Contract Requirements and the applicable Standards, Codes and Manuals listed in Section 1.5, unless otherwise stipulated in this Project Requirement.

16.3 REQUIREMENTS

16.3.1 Work Zone Traffic Control Plan

The Design-Builder shall prepare and submit a WZTC plan for managing traffic operations and controlling access until Physical Completion meeting the requirements of Chapter 21 of the HDM for final WZTC Plans. In addition, the plan shall include contingency plans for weather, utility issues, and other unforeseen interruptions.

The Department will retain responsibility of maintenance of the existing bridge (including snow removal) for as long as it remains in service for general public use. The Design-Builder shall be responsible for maintenance of all new Construction in accordance with DB $105-12 until Final Acceptance. Where the existing bridge and the new bridge are both in operation, the Design-Builder shall be responsible for liaising with the Department in relation to operational arrangements.

The plans shall be submitted to the Department’s Design Quality Assurance Engineer prior to initiation of any work in proximity to traffic or the implementation of any change in traffic patterns.
The Design-Builder shall produce a clear graphical representation of the staging with each stage, with associated traffic clearly delineated, in linear chronological order. Each significant change in traffic patterns shall be presented separately.

The Design-Builder shall be responsible for updating the construction staging plan as necessary throughout the Contract, so that at all times the current version reflects the planned current and future construction staging activities.

The Design-Builder shall provide portable variable message signs for the posting of appropriate warnings and advisories at strategic locations where opportunities are available for directing traffic to alternative routes in response to prevailing circumstances. It is anticipated that portable variable message signs will be required at major highway interchanges, local streets and any detour routes.

The Design-Builder shall be responsible for maintaining access to all businesses, residences, and properties within and abutting the Project, including essential services such as trash pickup and mail delivery. If the Design-Builder’s WZTC plan includes a single lane cattle chute on the mainline BQE, the Design-Builder shall have a heavy duty tow truck on site from 6am to 11 pm each day the cattle chute carries traffic.

NYSDOT’s Construction Quality Assurance Engineer (CQAE) and the Design-Builder shall coordinate with any municipality or agency affected by any detours or road closures that are part of the WZTC. Comments from those municipalities or agencies shall be incorporated by the Design-Builder into the site’s WZTC plan as directed by the CQCE.

NYSDOT’s CQAE shall be contacted by the Design Builder 2 weeks in advance of any proposed closure or staging.

16.3.2 Draft Lane Closure Stipulations

The lane closure stipulations are currently under review by the OCMC. The current Draft stipulations are located on the Project website as well as the draft Detour Plans. Approval is subject to the submittal of permit applications by the Design Builder to the OCMC. The Design-Builder is required to submit WZTC proposals including final detour plans for approval before closures.

Liquidated Damages will be assessed for lane closures that extend beyond the hours permitted by OCMC per the Part 5 Special Provisions – Liquidated Damages.

16.3.3 Opening of New Lanes or Shared Use Path

Any new travel lanes, turn lanes, shared use path or other feature shall not be open to traffic prior to complete installation of all associated overhead and ground mounted permanent signs and striping.

16.4 DELIVERABLES

At a minimum, the deliverables shall include the items listed in Table 16.4-1 for the Department’s consultation and written comment.
There is an abandoned underground stormwater drainage pipe under the Brooklyn and Queens Approaches that discharges into Newtown Creek after passing through the Main Span Piers. Once the new drainage system has been installed, the abandoned pipes shall be filled with lean concrete for a minimum length of 300 feet from the creek to prevent contaminated water from being conveyed to the creek.

### 22.2.3 Hazardous Materials

The Design-Builder shall test for the presence of Hazardous Materials in all structures, soil and groundwater to be disturbed to ensure the handling, removal and disposal is done in accordance with all applicable laws and standards. See the Kosciusko Bridge Contaminated Material Investigation Findings Report, the Bridge Asbestos Assessment and Design Report and the Contaminant Management Plan for the information on the hazardous materials that have been documented previously for this project.

Suspect, questionable or potentially Hazardous Materials shall be evaluated, sampled and tested, as part of the Design-Build Contract. The following information and documentation shall be submitted as part of any Hazardous Materials evaluation and removal processes.

A) Licenses and certifications of abatement contractors;
B) Testing and sampling reports;
C) Chains of custody of abated materials;
D) Written logs and manifests for transportation of materials and related; and
E) Landfill documentation and receipts.

The abatement of all Hazardous Materials shall be completed to the greatest extent possible prior to any demolition taking place unless a legal variation from related laws, rules and regulations can be obtained.

The existing Kosciusko Bridge was sand blasted and painted approximately 10 years ago. The contract proposal is located on the Project website as a Reference Document. The nature of the work performed is assumed to have left residual amounts of lead paint on the structure and the provisions of section 202-3.05 of the Standard Specifications regarding paint removal will be strictly enforced. In addition, there will be no exceptions to the requirement for paint removal prior to steel cutting operations.

### 22.2.4 Protection of Materials and Structures

The Design-Builder shall perform all Work with care so that any materials that are to remain in place, or that are to remain the property of the State shall not be damaged. If the Design-Builder damages any materials that are to remain in place or which are to become or to remain the property of the State, the damaged materials shall be repaired or replaced in a manner satisfactory to the Department at no cost to the Department.

The items to be protected include but are not limited to:

A) Phelps Dodge Property:
B) Wells in both Queens and Brooklyn;
C) Existing plaques on Main Span;
4.6.7. Components of Utilities

The Design-Builder shall consider necessary appurtenances to each utility facility (such as the utility source, guide poles, feeder service lines, supports, etc.) as part of the utility.

4.6.8. Utility Owner’s Right to Inspect

The utility owner has the right to inspect the work on its facilities that is to be performed by the Design-Builder. The inspection shall be governed and defined by the terms of the New York State Preliminary Utility Work Agreements.

4.6.9. Design-Builder-Caused Changes to Utility Owner Work

If the utility owner maintains responsibility for the design and/or construction and the Design-Builder revises the conditions, the Design-Builder shall be responsible for the costs and schedule delays related to the change.

4.6.10. Abandoned Utilities

Unless otherwise directed by the Department, and the utility owners, the Design-Builder shall remove abandoned utilities and utilities proposed for abandonment within the New York State Department of Transportation's Right Of Way pursuant to the requirements set forth in DB §104-4.2.7(E)(5) and (6).

4.6.11. Quality Control

The Design-Builder shall provide Quality Control for all the utility relocation work, performed by the Design-Builder, in accordance with DB §§ 111 and 112.

4.6.12. Changes to Design

All changes to designs that have received the Department's or utility owner's consultation and written comment and/or approval shall be dealt with in accordance with DB § 111, including obtaining the Department's and utility owner's consultation and written comment and/or approval for the change.

4.6.13. Design-Builder Design and/or Construction

The Design-Builder shall be responsible for the utility relocation design and/or construction as provided in Part 2 - General Provisions. The Department's Preliminary Utility Work Agreements set forth in Exhibit A hereto indicate the allocation of responsibility between Design-Builder and the identified utility owners for relocation design and/or construction of the utility facilities covered by such agreements. The DB Utility Agreements shall allocate responsibility for relocation design and construction for utility facilities that are not subject to a Department Utility Work Agreement. Subject to Part 2 - General Provisions, Design-Builder is responsible for all relocation costs and the Contract Price includes the price for such Work. The scope of work required to be performed by the utility, as outlined in the Preliminary Utility Work Agreements, will be paid for by the Department directly to the utility.
Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

<table>
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<tr>
<th>Project Identification No.: x731.24</th>
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<td>ROW Declaration No.:</td>
<td>Map Nos.:</td>
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<tr>
<td>Parcel Nos.:</td>
<td>County of: Kings and Queens</td>
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<td>Contract No.: D900011</td>
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Project Description Contracts 1, 2, 3 & 4: Replacement of Kosciuszko Bridge over Newtown Creek (BINs 1075699, 107569A & 107569B) from Morgan Avenue to Long Island Expressway Interchange.

effectuates the adjustment of utility facilities as hereinafter described, the owner, Con Edison Co. of New York, of said facilities herewith agrees with the State of New York acting through the Commissioner of Transportation that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Note “Coordination with the Utility Schedule, and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

Existing Facilities

The existing Con Edison (CE) Company facilities are to be abandoned, removed or replaced by the above described project and are presently located in Brooklyn and Queens New York within the reconstruction limits of the Kosciuszko Bridge Replacement project. The project is located within the New York State Right of Way as shown on the plans for the proposed transportation project and will be adjusted as follows for an estimated to be determined.

Under this agreement CE will be fully reimbursed for all costs and expenses for the support and protection of its existing facilities, and/or any relocation of its existing facilities, as required to accommodate the Kosciuszko Bridge Replacement Project. CE shall provide an estimate for all associated relocation work based on the final design alignment. CE would like to remind all parties that the total costs quoted is an estimate and should not be misconstrued as the final cost. CE shall forward actual cost incurred to the Project Owner for reimbursement.

Any CE’s advance relocation work to assist in expediting the Kosciuszko Bridge project schedule shall be considered part of the relocation plan. There shall be no reimbursement to the betterment of the CE facilities within the relocation plan unless explicitly identified to the Project Owner. In addition, work to be performed for Con Edison by the bridge contractor and/or with Con Edison specialty crews must be scheduled and coordinated in advance.

Brooklyn

Eastbound Meeker Avenue

In eastbound Meeker Avenue, CE has underground facilities. At the intersection of Kingsland Avenue and Meeker Avenue, CE has an existing MH #M60685. From this manhole, there are underground conduits that run (from west to east) to CE Box #12696 (retired), to CE Box #36312, to MH #M60486, to CE Box #60487, to CE Box #36314, and to CE MH #M36315 which is located just west of Morgan Avenue.
In the south sidewalk of Meeker Ave., approximately midblock between Kingsland Avenue and Morgan Avenue, there is a transformer vault #VS-1838.

CE has several streetlight services: one (1) from #M60685, two (2) from Box #36312, and one (1) from Box #36314. CE also has electric services from #M60487 that feeds a Customer Box on the south side of Meeker Ave. eastbound, and from #M36315 that feeds a storage area under the Meeker Ave. Structure.

All Con Edison facilities listed above are to remain in place and be supported, protected, and maintained as needed, BY NYSDOT CONTRACTOR.

From the intersection of Morgan Avenue and Meeker Avenue, CE has underground conduits that run east to CE MH #M36315 to CE Box #36317, to CE Box #36320 in the intersection of Vandervoort Avenue and Meeker Avenue. Along this block, CE has several streetlight services: one from MH #M36315, one (1) from Box #36317, and two (2) from Box #36320. There is also a traffic signal service from Box #36320. There is an electric service that feeds a customer box from Box #36317.

The conduit run between CE Box #36317 to #36320 will need to be relocated due to direct interference with a proposed footing. This should be done in conjunction with the realignment of Cherry Street. The alignment of the Con Edison facilities shall be coordinated with Con Edison and constructed in accordance to all applicable Con Edison standards BY NYSDOT CONTRACTOR.

Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work BY CON EDISON.

In the intersection of Vandervoort Avenue and Meeker Avenue, CE has conduits from CE Box #36320 to CE Box #57281 located near the divergence of Meeker Avenue and Cherry Street. From Box #57281, there are two (2) streetlight services as well as an electric service to Expressway lighting, crossing Meeker Ave.

The conduit run between CE Box #36320 to #57281 will need to be relocated due to direct interference with a proposed footing. The alignment of the Con Edison facilities shall be coordinated with Con Edison and constructed in accordance to all applicable Con Edison standards BY NYSDOT CONTRACTOR.

Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work BY CON EDISON.

Westbound Meeker Avenue

CE has underground facilities that run along westbound Meeker Avenue. From Kingsland Avenue eastward, CE has conduits that run from MH #M4444 to CE Box #36311, to Box #36313, to MH #M12454 located at the intersection of Morgan Avenue. From Box #36313 there are five (5) electrical service feeds and one (1) streetlight service. From Box #36311, there are seven (7) electric services (two (2) are retired), and two (2) streetlight services.

From CE MH #M12454, there are underground conduits going eastbound, along westbound Meeker Avenue, going to CE MH #M36316, to CE Box #36318 near Hausman Street, to MH #M36319, and to Box #36321 near Apollo Street.

From CE MH #M36319, there are six (6) electric service feeds serving properties along Meeker Avenue,
and one (1) streetlight service. From Box #36321, there are two (2) electric service feeds and one (1) streetlight service.

From CE Box #36321, underground conduits continue to CE MH #M69428 just east of Apollo Street, on to CE Box #36324, to CE MH #M36325, to CE Box #36327 and continue to CE MH #M36329. From here the conduits continue out of the project limits. There is also a CE Box #36326 located across Meeker Avenue from Box #36327, with conduits running between the two.

All facilities listed above in westbound Meeker Avenue are expected to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

**Sutton Street**

On Sutton Street, CE has conduits that run from Meeker Avenue, along the east curb of Sutton Street to MH #M77373, and then to CE MH#M12451 located at the intersection of Driggs Avenue and Sutton Street. In the west sidewalk, there is also a CE transformer vault #VS-8213, just north of Meeker Avenue.

All facilities listed above in Sutton Street are expected to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

**Morgan Avenue**

In Morgan Avenue, CE has existing conduits which start at CE MH #M36315 and continue to CE Box #16086 in the intersection of Morgan Avenue and Anthony Street. From there CE’s conduits continue south out of the project limits.

Under the BQE, along Morgan Avenue, CE has conduits which start at CE MH #M36315, go to CE MH# M12480, and continues to CE MH #M12454.

Under the BQE, in Morgan Avenue, CE MH #M12480 services the NYC Street Lighting, which feeds the roadway lighting, as well as a temporary service connection.

All facilities listed above in Morgan Avenue are expected to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

**Anthony Street**

There are existing underground CE facilities located in the south side of Anthony Street. There are underground conduits that run (from east to west) from CE Box #16086, located at the intersection of Morgan Avenue and Anthony Street, to CE Box #59762, to CE Box # 66095, and then to CE Vault VS-6947. From vault number VS-6947, there is conduit that runs across Anthony Street to CE Pole #67465.

From CE Box # 59762 there is an electric service that runs to the north side of Anthony Street.

There are existing overhead CE facilities located on the north side of Anthony Street beginning at the corner of Morgan Avenue and Anthony Street. The utilities start at pole #70936 and go east along Anthony Street to pole numbers #T2, #67464, #67465, and #39780 at the corner of Vandervoort Ave. From here, the overhead utilities span over Vandervoort Avenue and terminate at pole #58237. There is a guy pole #58238 to the east of pole #58237.

From pole #58237, the overhead utilities become underground again at this location. From pole #58237, underground conduits continue east, running to CE Box #63107, to CE Box #59786, and then to CE MH
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PRELIMINARY UTILITY WORK AGREEMENT
DESIGN BUILD CONTRACT
CON EDISON CO. OF NEW YORK

#M59665, which is located at the intersection of Porter Ave. and Anthony St. At the northwest corner of this intersection, there is CE Vault #VS-2824 [NOTE: Curb alignment will be adjusted to avoid vault]. From CE Box #63107, there is one (1) streetlight service, and one (1) electric service to a property on the south side of Anthony Street.

From CE MH#59665, there is an underground service feed that runs south from the intersection of Porter Avenue and Anthony Street.

Continuing east from CE MH#59665, the electric system transitions from underground to over via underground conduits and a riser pipe to CE pole #59024. From CE pole #59024, CE facilities are overhead and run in all 4 directions from this pole. The overhead cables continue east as well as south out of the project limits. To the west, the cables connect to CE pole #63428. There is also an underground electric service that crosses Cherry Street to a NYC customer box and feeds the area under the BQE.

In the intersection of Varick Avenue and Anthony Street, CE has overhead facilities which extend west from CE pole #52248 west along Anthony Street to pole #63431 and continue west and terminate at pole #63430.

There are no further CE facilities located from Varick Avenue to Newtown Creek along Anthony Street.

All facilities listed above in Anthony Street are expected to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

Vandervoort Avenue

CE has underground facilities located on the west side of Vandervoort Avenue. These facilities consist of CE Box #63106, from which underground conduits extend north to CE Box #36320 and continue under the BQE and terminate in CE MH #36319 in westbound Meeker Avenue. From CE Box #63106, there is one (1) streetlight service, and one (1) electric service to a property on the west side of Vandervoort Avenue.

The conduit run between #63106 and #36320 may require relocation in conjunction with the realignment of Vandervoort Avenue. The alignment of the Con Edison facilities shall be coordinated with Con Edison and constructed in accordance to all applicable Con Edison standards BY NYSDOT CONTRACTOR.

Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work BY CON EDISON.

In the west sidewalk of Vandervoort Avenue, CE also has overhead facilities. There is a guy pole #67412 at the intersection of Meeker Avenue and Vandervoort. Coming south, there is CE Pole #67423 that connects to CE Box #63106 via a riser and underground conduits.

All overhead facilities listed above on the west sidewalk of Vandervoort Avenue will need to be relocated in conjunction with the realignment of Vandervoort Avenue. This work shall be performed by CON EDISON – TO BE COORDINATED WITH NYSDOT CONTRACTOR.

Porter Avenue

CE has overhead facilities on the east side of Porter Avenue. Starting from CE MH#59665, the electric facilities transition from the underground to overhead at CE pole #59024. The overhead electric cables
continue north to poles #59618, #47330 and #59617. From CE pole #59617, there is an overhead service that feeds a customer at the intersection of Cherry Street and Porter Avenue.

Poles #59618, #47330, and #59617 will all need to be removed due to the expansion of the Brooklyn-Queens Expressway and the realignment of Cherry Street. This work shall be performed by CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

**Varick Avenue**

Varick Avenue to the south of the BQE contains only overhead CE facilities. These facilities are located on the west side of Varick Avenue. Since the project does not extend below Anthony Street, only those facilities north of Anthony will be described. CE overhead facilities include CE pole # 52248 at the intersection of Anthony and Varick Avenue and continue north to CE pole #52247 and terminates at Pole #59774. From Pole #59774, there are two electric (2) services, one is overhead that feeds a customer on the east side of Varick Avenue, the other transitions underground and goes north, crossing Cherry Street to feed NYC Lighting. There is also a streetlight attached to Pole #59774. There is an overhead electric service that originates from Pole #52247 to feed a customer to the west of Varick Avenue. An overhead service from Pole #52248 feeds a customer at the intersection of Varick Avenue and Anthony Street. Pole #52248 also contains a streetlight.

Poles #52247 and #59774 will need to be removed due to the expansion of the Brooklyn-Queens Expressway and the realignment of Cherry Street. This work shall be performed by CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

**Stewart Avenue**

The CE utilities are limited along Stewart Avenue. CE has aerial facilities on the east side of Stewart Avenue from CE pole #69880 to pole #57889. From there, the overhead facilities continue east along the existing Cherry Street. There is also an existing connection from CE pole #69880 to pole #FR1004 along Stewart Avenue.

The overhead facilities identified above on Stewart Avenue may need to be relocated depending on whether there is interference with the new Brooklyn-Queens Expressway structures. These lines may be providing service to existing customer and thus will need to be maintained until an alternate service is established. This work shall be performed by CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE OR REQUIRE COORDINATION WITH NYSDOT CONTRACTOR.

**Gardner Avenue**

CE has existing aerial facilities along the east side of Gardner Avenue. CE has an existing pole (pole #69434), near the intersection of Anthony Street and Gardner Avenue. From here, the overhead cables proceed north along Gardner to the following CE poles: #17808, #17809, #67325, #65996, #65965, and to pole #17812. The overhead cables continue along Gardner Avenue and out of the project limits.

The overhead facilities identified above on Gardner Avenue may need to be relocated depending on whether there is interference with the new Brooklyn-Queens Expressway structures. These lines may be providing service to existing customer and thus will need to be maintained until an alternate service is established. This work shall be performed by CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.
Scott Avenue

CE has only overhead facilities in the vicinity on Scott Avenue. From the intersection of Cherry Street and Scott Avenue, CE has a pole #65914 on the west side of Scott Avenue, with cables that extend north to CE pole #65912, to CE pole #65925, to CE pole #60311. On the east side of Scott Avenue, at the intersection of Cherry Street, there is CE pole #66351. Further north along the east side of Scott Avenue, there are CE poles #66229 and #66227.

Pole #65912 will need to be removed or relocated due to direct interference with a proposed footing. The other overhead facilities identified above on Scott Avenue may also need to be relocated depending on whether there is interference with the new Brooklyn-Queens Expressway structures. These lines may be providing service to existing customer and thus will need to be maintained until an alternate service is established. Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed by CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

Thomas Street

CE has the following utilities at the intersection of Thomas Street and Varick Avenue.

CE has existing aerial facilities on the west side of Varick Avenue. These utilities span from CE pole #59878 to pole #59877 and exit the project limits at pole #55845.

CE has an existing underground facility in the same intersection. This facility consists of a CE box #63122 with a duct bank coming from CE MH #M36322 in Meeker Avenue.

There are currently three service feeds from CE Box #63122.

CE has the following utilities at the intersection of Thomas and Stewart

CE has existing underground facilities consisting of CE Box #69378 to the west of Stewart Avenue with a duct bank that connects to CE Box #58971, at the intersection of Thomas Street and Stewart Avenue. There is one service feed from Box #69378, and one service feed from Box #58971.

CE underground cables transition to overhead between Box # 58971 and CE pole #61585 in this intersection.

CE has additional poles along Thomas, Pole #61586 and Pole #60307, which are not in service.

All facilities listed above in Thomas Street are expected to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

Cherry Street

CE has existing utilities in Cherry Street, specifically at the divergence of eastbound Meeker Avenue and Cherry Street. These utilities include: CE Box #57281 with a duct bank to CE Box #57282. From Box #57282, there is a duct bank that extends across Porter Avenue and terminates.

There are no further CE utilities in Cherry Street until Stewart Avenue. Between Stewart Avenue and Gardner Avenue CE has overhead facilities beginning at CE pole #57889 continuing to pole #46144, T13, T14, T15, and eventually tying in at pole #67325, near the intersection of Gardner Avenue and Cherry Street.
At the intersection of Stewart Avenue and Cherry Street, CE has an existing electrical box #66180 which services a customer along Cherry Street.

At the intersection of Gardner Avenue and Cherry Street, the overhead utilities continue on the north side of Cherry Street from CE poles #67325, #67326, #60355, #65913 and #65914 at the intersection of Scott Avenue and Cherry Street.

All Con Edison facilities in the existing Cherry Street from the divergence of eastbound Meeker Avenue until Porter Avenue will need to be relocated to the new Cherry Street under this project. New ducts and/or manholes will also be installed in the new Cherry Street from Porter Avenue to Stewart Ave. The alignment of the Con Edison facilities shall be coordinated with Con Edison and constructed in accordance to all applicable Con Edison standards to be performed by NYSDOT CONTRACTOR. The overhead facilities on Cherry Street between Stewart Avenue to Scott Avenue will need to be removed or relocated depending on whether they are needed for any customer services. Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed by CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

Queens

43rd Street (Hobson Avenue)

At the intersection of 43rd Street and 56th Road CE has overhead facilities fed from 56th Road. The CE electric poles served by this connection include: CE pole #'s #77383, #25046, #95523, #95522 and #95521 in a west direction.

From CE MH #M168 there are conduits which run east to CE MH#17473, west to box #63944, and north to CE MH #M472.

Going east from CE pole #77383, there are overhead facilities going to pole #91653, continuing to east down 43rd Street to CE pole #49525 to pole #45713 to pole #10667 and to pole #48022 at 55th Avenue. From CE MH#17473, there are underground conduits going to CE MH#20423 at 55th Avenue.

Between 55th Avenue and 54th Drive, the CE overhead electric continues to #40618 and to Pole #91759. There is a transition from overhead to underground from Pole #91759 to CE Box #68879. From CE MH#20423, there are conduits that go east to CE Box #68879.

Between 54th Drive and 54th Road CE has overhead electrical service from Pole #37981 along 54th Drive. The overhead facilities then continue along 43rd Street to CE pole #49522 Pole #45712. There are several electrical services off these poles which service customers along 43rd Street. There are underground conduits that run along this block from Box #68879 to CE MH #20424.

From 54th Road, the overhead facilities continue to pole #25045, pole #95029, to pole #91578, and then pole #88531. There are underground conduits from MH #20424 to MH #20425. From there, the conduits cross 54th Ave. and turn east to follow the north curb-line of 54th Avenue.

All facilities listed above in 43rd Street (Hobson Avenue) are expected to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.
**56th Road**

In 56th Road CE has several electrical services located on the south side of 56th Road including the following: Intersection of 43rd Street and 56th Road CE pole #25046, heading west up 56th Road to CE pole #5803, to CE pole #45709 to pole #26560 to CE T11, under the BQE to CE Pole #26558, to pole #91593 finally to pole #91594.

Under the BQE, the NYC Street lighting is fed from CE Pole# T11.

Due to expected interference with construction access as well as the expansion of the Brooklyn-Queens Expressway, the overhead facilities on 56th Road from Pole T11 to #5803 will need to be relocated to an underground system. Con Edison shall be responsible for performing all work on all conductors (installation & removal, splicing, & energizing), and poles for any overhead electric work. This work shall be performed by CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

CE also has underground conduits along the north side of 56th Road from CE MH #M168, going east, passing CE MH #M21526, to CE MH#M472, to MH #167, to MH#M471 and then to MH #M166.

All facilities listed above in the north side of 56th Road are expected to remain in place and be supported, protected, and maintained as needed BY NYSDOT CONTRACTOR.

**55th Avenue**

CE has overhead electric facilities along 55th Avenue, from CE pole #48082, extending up 55th Avenue to CE pole #20734.

The facilities identified above in 55th Avenue can be eliminated as the customer currently being provided service via these lines will be demolished BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

**54th Drive**

CE has overhead electric cables from along 54th Drive from CE pole #91759 to CE pole #37981.

The facilities identified above in 54th Drive can be eliminated as long as it is determined no customer will be serviced from these lines BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

**54th Road**

CE has overhead electric cables along 54th Road from CE pole #45712 to CE pole #T1.5, and to CE pole 20277.

The facilities identified above in 54th Road can be eliminated as long as it is determined no customer will be serviced from these lines BY CON EDISON – FURTHER ANALYSIS REQUIRED TO DETERMINE IF THIS CAN BE COMPLETED IN ADVANCE.

**54th Avenue**

CE has overhead electric cables along 54th Avenue from CE pole #91578 to CE pole T108.

The facilities identified above in 54th Avenue can be eliminated as long as it is determined no
customer will be serviced from these lines by Con Edison – further analysis required to determine if this can be completed in advance.

Laurel Hill Boulevard

Laurel Hill Boulevard has overhead electrical along the Calvary Cemetery side of the roadway. The following CE poles are located along this roadway from 56th Road towards the LIE Interchange. CE pole #2667, #26550, #26549, #26548, #26547, #26546, #26545, #26544, #26543, and finally #26542. These utility poles and services will be affected during the reconstruction project.

Once the reconstruction scheme has been developed, the above stated utility relocation work that can be done in advance will be evaluated by Con Edison Company of New York. Work to be performed for Con Edison by the bridge contractor and/or with Con Edison specialty crews must be scheduled and coordinated in advance.
II. **Financial Responsibility** (check appropriate boxes):

The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.

Subdivision 24 of Section 10 of the State Highway Law enables the Commissioner of Transportation to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work. (Municipal Agreement required.)

☒ Subdivision 24-b of Section 10 of the State Highway Law enables the Commissioner of Transportation to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporations Law. (Privately Owned Property Agreement or Reimbursement Agreement required.)

Subdivision 27 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a municipality, to perform for and at the expense of such municipality specified work to be included within a State-let contract. (Betterment Resolution required.)

Subdivision 33 of Section 10 of the State Highway Law enables the Commissioner of Transportation, upon the request of a public utility corporation, to perform for and at the expense of such public utility corporation specified work to be included within a State-let contract.

Subdivision 13 of Section 30 of the State Highway Law enables the Commissioner of Transportation to enter into an agreement to reimburse with public funds the owner for necessary expenses incurred as a result of this adjustment, or to replace the facilities in kind.

☒ The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Reimbursement Procedures, and when federal funds participate in the cost, the Federal Highway Administration (FHWA) Federal-Aid Policy Guide Part 645, or as indicated below:

Reimbursed under Highway Law 10-24-b as an interstate project
III. **Physical Adjustment Method** (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- **☒** Contract let by the Commissioner.

- **☒** Contract let by the Owner, (check applicable statement, i.e., a or b)
  - a. Best Interests of State.
  - b. Utility not sufficiently staffed or equipped.

- **☒** By the Owner’s forces (For Inspection, specialty items (splicing, cable install/removals))

IV. **Betterment, Salvage, and Depreciation Credits Due the Project** (check appropriate boxes):

There will be no extension of service life, improved capacity nor any other betterment of the facility (as defined by the NYSDOT Utility Reimbursement Procedures and by FHWA Federal-Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.

There is betterment described as follows:

The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.

The owner hereby agrees to deposit with the Comptroller of the State of New York the amount of $____________ to cover the cost of the betterment as described above.

The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal-Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. **General Covenants**

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner’s responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway at the order of the Commissioner of Transportation, all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

- A. Privately Owned Property Agreement executed prior to the performance of the work.
- B. Municipal Agreement executed prior to performance of the work.
- C. Reimbursement Agreement executed prior to performance of the work.
- D. Such other agreement as approved by NYSDOT Office of Legal Affairs.
VI. References

The following documents are herewith incorporated in this agreement by reference (check appropriate boxes)


☐ Contract documents: Contract number D900011
PIN X73124
Plan sheets No. TBD

☐ Owner's plan sheets

☐ Owner's estimate sheets form No.

☐ Resolution dated , by
  Granting the State of New York authority to perform the adjustment for the owner.
  Agreeing to maintain facilities adjusted via State-lot contract.
  Authorizing deposit of funds by the owner.

☐ Certification by the owner or his agent that he has the legal authority to enter into this agreement.

Constantine Sanouulis / Con Edison  General Manager  8/29/2013
(Print/Type Name)Owner or Agent  (Signature)  Title  Date

For NYSDOT Commissioner of Transportation  Utilities Engineer  Sept 10, 2013

Title  Date
SP 18. LIQUIDATED DAMAGES AND EARLY COMPLETION BONUS

18.1 LIQUIDATED DAMAGES

A. Lane Closure Periods

The public is subject to detriment and inconvenience when full use of infrastructure cannot be maintained during the construction of the Project. Therefore, liquidated damages will be assessed against the Design-Builder under the circumstances specified below.

The Design-Builder shall be subject to payment reduction(s) for work zone traffic control non-conformance in accordance with DB Section 109-7.2 for:

- each lane closure period on the BQE mainline or ramps greater than the total number of lane closure periods proposed in Form SCD.
- each lane closure period on Meeker Avenue and Vandervoort Avenue greater than the total number of lane closure periods proposed by the successful Proposer in Form SCD.

In addition, if a lane closure on the BQE mainline extends beyond the hours permitted by the Contract Documents (See Part 3 – Project Requirements for Draft Lane Closure Stipulations) the Design-Builder shall pay liquidated damages:

- in the amount of $12,000 per 10 minute increment for a lane closure that extends more than 1 minute up to 30 minutes beyond the hours permitted.
- in the amount of $36,000 for a lane closure that extends more than 30 minutes up to one hour beyond the hours permitted, in addition to the liquidated damages assessed for the previous 30 minute delay.
- in the amount of $135,000 per hour if a lane closure extends beyond one hour past the hours permitted, in addition to the liquidated damages assessed for the previous hour delay, not to exceed $1,000,000 per 24 hour period.

If a lane closure on a local street extends beyond the hours permitted by the Contract Documents (See Part 3 – Project Requirements for Draft Lane Closure Stipulations) the Design-Builder shall be subject to payment reduction(s) for work zone traffic control non-conformance in accordance with DB Section 109-7.2.

B. Interim Completion Milestone

Due to the cost the Department incurs to inspect and maintain the existing bridge, and due to operational inefficiencies, which are both an inconvenience to the traveling public, liquidated damages will be assessed due to a delay in having the new bridge open to traffic and all traffic permanently transferred onto the new Eastbound Structure, with no further lane closures on the new Eastbound Structure. Therefore, the Design-Builder shall pay liquidated damages in the amount of $60,000.00 per day for failure to achieve the Interim Completion Milestone by the Interim Completion Milestone Date. The Interim Completion Milestone Date will be established based on the proposed duration provided by the successful Proposer in Form SCD and described in Part 1 – DB Agreement, Article 2.2 – Interim Completion Milestone Date. This liquidated damage shall be in lieu of the liquidated damages described in DB § 108-5 – Liquidated Damages.

C. Project Completion
Time is an essential element of the Contract, and it is important that the Work be pursued vigorously to completion. Therefore, the Design-Builder shall pay liquidated damages in the amount of $150,000.00 per day for failure to achieve Project Completion by the Project Completion Date. The Project Completion Date will be established based on the proposed duration provided by the successful Proposer in Form SCD and described in Part 1 – DB Agreement, Article 2.4 – Project Completion Date. This liquidated damage shall be in lieu of the liquidated damages described in DB § 108-5 – Liquidated Damages.

18.2 EARLY COMPLETION BONUS

An Early Completion Bonus will be paid to the Design-Builder in the amount of $60,000.00 per day (25 days maximum) for the number of days that all traffic is permanently transferred onto the new Eastbound Structure, with no further lane closures on the new Eastbound Structure, earlier than the Interim Completion Milestone Date. The Interim Completion Milestone Date will be established based on the proposed duration provided by the successful Proposer in Form SCD and described in Part 1 – DB Agreement, Article 2.2 – Interim Completion Milestone Date.

In addition, an Early Completion Bonus will be paid to the Design-Builder in the amount of $150,000.00 (25 day maximum) per day for the number of days Project Completion is achieved earlier than the Project Completion Date. The Project Completion Date will be established based on the proposed duration provided by the successful Proposer in Form SCD and described in Part 1 – DB Agreement, Article 2.4 – Project Completion Date.