

9/22/05

**AREA BACKDROP CONTRACT (ABC) AGREEMENT FOR
CONSTRUCTION INSPECTION
SCOPE OF SERVICES TO BE PERFORMED**

I. GENERAL

The CONSULTANT will provide, to the satisfaction of the STATE, Construction Inspection (CI) services (including resident engineering, contract administration and field construction inspection) by PROJECT specific Assignments to this ABC Backdrop agreement. These project specific Assignments will be used for CI services on NYSDOT administered construction CONTRACTS as determined by the Department.

Each Assignment will have an Executive Summary and PROJECT specific scope describing requirements for the particular CI services associated with the individual construction CONTRACT.

For each Assignment, the CONSULTANT must provide, to the satisfaction of the STATE, construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the CONTRACT. The CONSULTANT must assume responsibility, as appropriate, for the administration of the CONTRACT including maintaining complete project records, processing payments, detailed inspection work and on-site field tests of all materials and items of work incorporated into the CONTRACT consistent with the Department's policies, specifications and plans applicable to the CONTRACT.

For all Assignments under this Back drop, whether or not a formal partnering process is used, the CONSULTANT will pursue the management of this project in a cooperative and non-adversarial manner under generally accepted procedures of project partnering.

Each Assignment may require CONSULTANT staff consistent with Schedule "A" and "B" of the Agreement.

A. STATE'S ENGINEER IN CHARGE

The STATE, will assign a STATE-employed Engineer-in-Charge (EIC) to the construction CONTRACT covered by each Assignment to this backdrop Agreement. This EIC will be the STATE'S official representative on the CONTRACT and the CONSULTANT must report to, and be directly responsible to, said EIC.

B. QUALITY MANAGEMENT PLAN

For this Back drop agreement, the CONSULTANT is required to have a Quality Management Plan (QMP) to ensure that the work performed meets the terms of the Agreement and Department expectations for the quality of services. The CONSULTANT must submit an internal QMP to the Department. One comprehensive QMP is required for this Back drop

agreement The QMP must be approved prior to performing any work on the CONTRACT. The QMP should address:

- How the firm will coordinate and direct the activities of CONSULTANT staff and any subconsultants.
- A description of field staff oversight policy for ensuring the quality of inspection and record keeping.
- Verification and maintenance of staff licenses and certifications.

II TYPICAL REQUIREMENTS FOR ALL ASSIGNMENTS

Note that project specific scopes and Executive Summaries will be provided for each Assignment to this back drop agreement. The services and requirements listed in this part (II) are expected to be typical of those included in **each Assignment**.

A. ETHICS

Prior to the start of work, the CONSULTANT shall submit to the Department the statement regarding conflicts of interest, as further described in Agreement Article 16

B. HEALTH AND SAFETY REQUIREMENTS

Prior to the start of work, the CONSULTANT shall submit to the Department a site-specific Health and Safety Plan, covering the activities of their own staff and any subconsultants.

The CONSULTANT must provide all necessary training, supervision, equipment and programs to ensure that inspection staff assigned to the PROJECT will be protected from health and safety risks according to the requirements of OSHA 1910 & 1926, as well as all other applicable Federal, State & local laws, rules and regulations.

C. INSURANCE

For each Assignment, the CONSULTANT shall submit to the Department a Certificate of Insurance prior to the start of work, as further described in Agreement Article 9.

D. STAFF QUALIFICATIONS AND TRAINING

1. The CONSULTANT shall recommend inspectors to the Department for approval, prior to their assignment to the PROJECT. Resumes, proof of required certification and the proposed initial salary shall be furnished with the recommendation. The Department may desire to interview before approval, and reserves the right to disapprove any application.

2. The CONSULTANT must provide sufficient trained personnel to adequately and competently perform the requirements of this Agreement. All CONSULTANT inspection staff shall provide proof of certification by the National Institute for Certification in Engineering Technologies (NICET) in accordance with Schedule A of the agreement. In addition, all Transportation Engineering Technicians-Construction assigned to the PROJECT at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the PROJECT must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.
3. In lieu of the NICET certification requirements, the Department may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (DOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.
4. In addition, all personnel must be able to function in the work environment commensurate to their assignment; i.e., they must have the ability to establish and maintain a personal working relationship with others involved in the CONTRACT, including but not limited to CONTRACTOR personnel, consultant staff, state employees utilized on this PROJECT, and the public. The employment of all CONSULTANT personnel is conditional, subject to satisfactory performance, as determined by the Department.
5. Technicians employed by the CONSULTANT that perform field inspection of portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

<u>NICET LEVEL</u>	<u>NICET CODE</u>	<u>NICET WORK ELEMENT</u>
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

6. Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of

classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Assoc. (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience. Courses considered acceptable include the following:

- FHWA - NHI 38003 - Design and Operation of Work Zone Traffic Control
- NSC - Work Zone Traffic/Traffic Control Zone
- ATSSA - Worksite Traffic Supervision
- Construction Zone Safety Inspector
- Traffic Control in Urban and Utility Work Areas
- DOT - M&PT for EIC's and Responsible Persons

7. Should it be determined that members of the field inspection staff would benefit from attendance at one or more of the Department training schools, such members may be directed to attend. Costs of attending such training sessions, including employee compensation, travel expenses and other related costs, are not reimbursable as Direct Non-Salary Cost (DNSC), but are allowable as overhead.

8. The CONSULTANT must submit all proposed salary increases to the Department in writing, for approval. Changes in titles of key personnel and all other personnel assignments shall be subject to the approval of the Department. All salary increases will be subject to current guidelines promulgated by the Department.

E. ACTIVITY REPORT

The CONSULTANT must develop a CONTRACT activity report procedure, in a format approved by the Department. The CONSULTANT will be required to submit a monthly CONTRACT activity report to the Department which addresses contract status, schedule delays, problems, disputes, and recommended corrective actions.

F. COST CONTROL REPORT / TIME SHEETS / EXPENSES

1. The CONSULTANT is required to submit a monthly Cost Control Report in a form similar to that shown in EXHIBIT D, and a chart plotting total cumulative labor cost to-date as budgeted in the agreement vs. actual total cumulative labor cost to-date. One copy shall be submitted with each progress payment to the EIC for review.
2. The Inspectors time sheets and expense accounts will be approved by the EIC before being presented by the CONSULTANT for payment.
3. The cost of preparing Cost Control Reports and billings (progress payments) shall be allowable as overhead.

G. PURCHASED EQUIPMENT

At the completion of the CONTRACT, as part of the final accounting, Form AD 176 is to be submitted to document the disposition of any equipment purchased as DNSC, as further described in the Agreement Article 2 Item II.

III. TYPICAL SCOPE OF SERVICES / PERFORMANCE REQUIREMENTS FOR ALL ASSIGNMENTS

A. PROJECT INSPECTION

1. The CONSULTANT is required to inspect all construction operations of the CONTRACTOR for conformance with the CONTRACT plans, specifications and proposal. The CONSULTANT's inspection, measurement and testing activities must adhere to, and be in accordance with, all the requirements set forth in Department policies, manuals, engineering bulletins, and engineering instructions.
2. Unless otherwise modified by this Agreement, the STATE will furnish at its own expense, off-site inspections and testing of steel, cement, asphalt, concrete and asphalt aggregates, concrete sewer and drainage pipe, and such other materials as are customarily tested by STATE forces or by separate contracts. The test cores from completed paving will be taken and tested by the STATE at its own expense.
3. All testing equipment provided by the CONSULTANT to be used on the PROJECT must be checked and approved by the Department's Materials or Geotechnical Engineer prior to use.

B. QUALITY

The CONSULTANT will enforce the specifications and identify in a timely manner, local conditions, methods of construction, and errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the PROJECT.

C. RECORD KEEPING & PAYMENTS TO CONTRACTOR

1. All records must be kept in accordance with the Manual for Uniform Record Keeping (MURK) and the directions of the State's representative. The CONSULTANT must take all measurements and collect all other pertinent information necessary to prepare a project diary describing the progress of the work, specific problems encountered, daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from CONTRACT plans, photographs of various phases of construction, and other pertinent data, records and reports which may be required by MURK for proper completion of records of the CONTRACT.

2. Any record plans, engineering data, survey notes or other data provided by the STATE to the CONSULTANT should be returned to the STATE at the completion of the CONTRACT. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the CONSULTANT will bear the endorsement of the CONSULTANT. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed and stamped by the P.E.
3. Unless otherwise modified by this Agreement, the STATE will check, and when acceptable, approve all structural shop drawings.
4. The CONSULTANT must submit the final estimate of the CONTRACT to the State's representative within five (5) weeks after the date of acceptance of the CONTRACT. All project records must be cataloged, indexed, packaged, and delivered to the Department's Office within six (6) weeks after the date of the acceptance of the CONTRACT.

D. MONITORING THE CONTRACTOR'S SCHEDULE

1. The CONSULTANT is responsible for monitoring the progress of the work of the CONTRACT in accordance with the CONTRACTOR'S approved schedule, with the goal of meeting the CONTRACT completion date. To this end, the CONSULTANT must evaluate, review and comment on the CONTRACTOR'S proposed schedule, and when said schedule is modified such that the work of the CONTRACT is proposed to be completed in a reasonable manner, in accordance with the CONTRACT completion date, must approve said schedule in writing on behalf of the STATE. The CONSULTANT, when reviewing the CONTRACTOR'S proposed schedule, will utilize the guidance contained in MURK.
2. It is the CONSULTANT'S acknowledged responsibility to prevent, to the degree possible, delays in the CONTRACTOR'S procedures. All delays to the CONTRACT must be documented by the CONSULTANT, and the CONSULTANT will then require an appropriate schedule modification by the CONTRACTOR. Where the CONSULTANT determines that the CONTRACTOR'S operations and procedures might lead to a delay, the CONSULTANT is to inform the CONTRACTOR and the EIC immediately in writing of that fact. Situations incapable of disposition in the field must be brought to the immediate attention of the Department's representative.

E. HEALTH & SAFETY/ MAINTENANCE & PROTECTION OF TRAFFIC

1. The CONSULTANT must ensure that all inspection staff assigned to the PROJECT are knowledgeable concerning the health and safety requirements of the CONTRACT per Department policy, procedures and specifications and adhere to all such standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety and to ensure

they are prepared to recognize and address any CONTRACTOR oversight or disregard of project safety requirements.

2. The CONSULTANT is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of, the CONTRACT.

F. COMMUNICATIONS

In addition to routine communications with the STATE as otherwise described, the CONSULTANT will also be required to communicate information pertaining to progress, schedules, coordination, problems, etc., as necessary, with the CONTRACTOR, utilities, community representatives and the general public, etc. All communications should be accurate, clear and concise, in a professional manner, and executed in a timely fashion. Communications with and to public officials must be cleared through the EIC.

G. MONITORING EQUAL OPPORTUNITY /LABOR REQUIREMENTS

The CONSULTANT must assign to one individual, preferably the Office Engineer, the responsibility of monitoring the CONTRACTOR'S adherence to Equal Opportunity and Labor requirements contained in the CONTRACT. The CONSULTANT, when monitoring the CONTRACTOR'S Equal Opportunity and Labor compliance, will utilize the guidance contained in the CONTRACT, standard specifications and the MURK.

IV. ADDITIONAL PROJECT SPECIFIC SERVICES

Additional CI services may be required under this Backdrop agreement depending on the specific project assignment. If additional services are required they will be included as part of the project specific scope for the Assignment. These additional CI services may include but are not limited to:

- A. Computer Aided Design & Drafting
- B. Critical Path Method (CPM) Scheduling
- C. Field Engineering
- D. Hazardous Materials
- E. ITS
- F. Monitoring Contractor's Schedule
- G. Movable Bridges
- H. Painting
- I. Partnering
- J. Public Relations & Community Involvement
- K. Shop Drawing Review
- L. Structural Flags
- M. Arborist
- N. Erosion and Sedimentation Control Specialist
- O. Asbestos