



NEW YORK CITY DEPARTMENT OF CORRECTION

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Contracts and Procurement

Agency Chief Contracting Officer

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July 5, 2016

ADDENDUM No. 1

RE: PIN: 072201617EHU – Requirement Service Contract for the Removal of Asbestos Containing Materials (ACM) and the Replacement with Non-ACM

Dear Prospective Bidders:

Pursuant to Section 3-02(i) of the Procurement Policy Board (PPB) Rules, the Department of Correction (DOC) is issuing an addendum to address questions submitted by Vendors.

Q1: In Part C, Page 23 of the bid book, Category 18 has caulking listed as a square foot item. Caulking is usually measured for payment in Linear Footage since the item is usually less than ½” wide. 288 LF of caulking ½” wide would only equal 1 SF. This would equate to abating around 10 standard windows and being paid 1 square footage of unit price. Please clarify.

A: Contractor will be paid per Linear Foot based on the bid price to remove only 1" Outer Diameter pipe lagging on all category of work as per Minor, Small and Large.

Q2: Performance and Payment Bonds are required per Schedule A. Contract states that appropriations shall be \$1.2 – 1.8Mil per year. What amount of the bond will be required? Also, is the bond for the entire 5 year amount of the contract or to be resubmitted yearly?

A: Performance and Payment Bonds is not applicable in this bid. Please see revised Schedule A attached.

Q3: General Requirements Section 1.11(d) – states no retainage will be taken out for payment of a completed work order. Schedule A states a 5% retainage will be taken. Please clarify.

A: Retained Percentage will be 5% of each payment request. DOC will withhold retainage for one year after the completion of the work.

Q4: Schedule A requires a Deposit Guarantee of 1%. Please clarify what the deposit guarantee is for since we are providing Performance and Payment Bonds and possibly having retainage taken out.

A: Deposit Guarantee is not applicable in this bid. Please see revised Schedule A attached.

Q5: The contract states normal work hours are 7AM-11PM, Monday – Friday. The contract is set up to pay for regular hours and premium hours. How is payment made when some of the work occurs on regular hours and some is on premium hours?

A: Premium hours is to be paid to the workers after the completion of their regular shift.

Q6: Schedule A Insurance Requirements: The box for Contractors Pollution Liability Coverage is not checked off. Please verify the insurance requirements.

A: Contractors Pollution Liability Coverage is required. Please see revised Schedule A attached.

BID DUE DATE

The bid opening date is **Friday, July 15, 2016 at 11:00AM**. Please submit all bid packages to the NYC Department of Correction, 75-20 Astoria Blvd, Suite 160, East Elmhurst, New York 11370-Attention: **Jeanette Cheung, Contract Manager**.

Your bid submission must contain the following:

- Section B completed (pages B-1 to B-20)
- 5% Bid Bond or a certified bank check
- Schedule B completed
- All Addendums with signature

Please submit this addendum with your Bid.

In addition to submitting the bid package, all addendums must be signed and submitted in a separate envelope.


Agency Chief Contracting Officer

I acknowledge receipt of this addendum.

Bidder/Company Name (Print)

Authorized Representative (Print Name)

Authorized Representative (Signature)

Date

REVISED SCHEDULE A

**GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
(INCLUDING GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)**

PART I. REQUIRED INFORMATION

<p><u>INFORMATION FOR BIDDERS</u> <u>BID BOND</u></p> <p>The Contractor shall obtain a bid bond in the amount indicated to the right.</p>	<p>5%</p>
<p><u>INFORMATION FOR BIDDERS</u> <u>PERFORMANCE AND PAYMENT BONDS</u></p> <p>The Contractor shall obtain performance and payment bonds in the amount indicated to the right.</p>	<p>N/A</p>
<p><u>CONTRACT ARTICLE 14.</u> <u>DATE FOR SUBSTANTIAL COMPLETION</u></p> <p>The Contractor shall substantially complete the Work in the number of calendar days indicated to the right.</p>	<p>1095 consecutive calendar days</p>
<p><u>CONTRACT ARTICLE 15.</u> <u>LIQUIDATED DAMAGES</u></p> <p>If the Contractor fails to substantially complete the Work within the time fixed for substantial completion plus authorized time extensions or if the Contractor, in the sole determination of the Commissioner, has abandoned the Work, the Contractor shall pay to the City the amount indicated to the right.</p>	<p>\$ 200.00 per calendar day</p>
<p><u>CONTRACT ARTICLE 17.</u> <u>SUB-CONTRACTOR</u></p> <p>The Contractor shall not make subcontracts totaling an amount more than the percentage of the total Contract price indicated to the right.</p>	<p>Not to exceed 49% of the Contract price</p>
<p><u>CONTRACT ARTICLE 21.</u> <u>RETAINAGE</u></p> <p>The Commissioner shall deduct and retain until the</p>	<p>5% of the value of the Work</p>

<p>substantial completion of the Work the percent value of the Work indicated to the right.</p>	
<p align="center"><u>CONTRACT ARTICLE 22.</u></p> <p align="center"><u>(Per Directions Below)</u></p>	
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>DEPOSIT GUARANTEE</u></p> <p>As security for the faithful performance of its obligations, the Contractor, upon filing its requisition for payment on Substantial Completion, shall deposit with the Commissioner a sum equal to the percentage of the Contract price indicated to the right.</p>	<p>N/A</p>
<p align="center"><u>CONTRACT ARTICLE 24.</u> <u>PERIOD OF GUARANTEE</u></p> <p>Periods of maintenance and guarantee other than the period set forth in Article 24.1 are indicated to the right.</p>	
<p align="center"><u>CONTRACT ARTICLE 74.</u> <u>STATEMENT OF WORK</u></p> <p>The Contractor shall furnish all labor and materials and perform all Work in strict accordance with the Contract Drawings, Specifications, and all Addenda thereto, numbered as shown in the column to the right.</p>	<p>Removal of Asbestos Containing Material (ACM), and the Replacement with Non-ACM</p>
<p align="center"><u>CONTRACT ARTICLE 75.</u> <u>COMPENSATION TO BE PAID TO</u> <u>CONTRACTOR</u></p> <p>The City shall pay and the Contractor shall accept in full consideration for the performance of the Contract, subject to additions and deductions as provided herein, the total sum shown in the column to the right, this said sum being the amount at which the Contract was awarded to the Contractor at a public letting thereof, based upon the Contractor's bid for the Contract.</p>	<p>Amount for which the Contract was awarded:</p> <p>\$ To be Determined</p>

(GENERAL CONDITIONS RELATING TO ARTICLE 22 -- INSURANCE)

PART II. TYPES OF INSURANCE, MINIMUM LIMITS AND SPECIAL CONDITIONS

Note: All certificate(s) of insurance submitted pursuant to Contract Article 22.3.3 must be accompanied by a Certification by Broker consistent with Part III below and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The number assigned to the Contract by the City (in the “Description of Operations” field).

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 22 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<p>■ Commercial General Liability Art. 22.1.1</p>	<p>The minimum limits shall be \$2,000,000.00 per occurrence and \$4,000,000.00 per project aggregate applicable to this Contract unless the Work requires a permit from the Department of Buildings and greater limits of Commercial General Liability Insurance are required pursuant to 1 RCNY section 101-08.</p> <p>Additional Insureds:</p> <ol style="list-style-type: none"> 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and 2. All person(s) or organization(s), if any, that Article 22.1.1(b) of the Contract requires to be named as Additional Insured(s), with coverage at least as broad as ISO Form CG 20 26. The Additional Insured endorsement shall either specify the entity's name, if known, or the entity's title (e.g., Project Manager). 3. <i>[Agency: If appropriate, insert names of other entities to be covered as Additional Insureds.]</i>

<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Workers' Compensation Art. 22.1.2 <input checked="" type="checkbox"/> Disability Benefits Insurance Art. 22.1.2 <input checked="" type="checkbox"/> Employers' Liability Art. 22.1.2 <input type="checkbox"/> Jones Act Art. 22.1.3 <input type="checkbox"/> U.S. Longshoremen's and Harbor Workers Compensation Act Art. 22.1.3 	<p>Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction.</p> <p>Note: The following forms are acceptable: (1) New York State Workers' Compensation Board Form No. C-105.2, (2) State Insurance Fund Form No. U-26.3, (3) New York State Workers' Compensation Board Form No. DB-120.1 and (3) Request for WC/DB Exemption Form No. CE-200. The City will not accept an ACORD form as proof of Workers' Compensation or Disability Insurance.</p> <p>Jones Act and U.S. Longshoremen's and Harbor Workers' Compensation Act: Statutory per U.S. law.</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Builders Risk Art. 22.1.4 	<p>100 % of total value of Work</p> <p>Contractor the Named Insured; the City both an Additional Insured and one of the loss payees as its interests may appear.</p> <p>If the Work does not involve construction of a new building or gut renovation work, the Contractor may provide an installation floater in lieu of Builders Risk insurance.</p> <p>Note: Builders Risk Insurance may terminate upon Substantial Completion of the Work in its entirety.</p>
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Commercial Auto Liability Art. 22.1.5 	<p>\$1,000,000 per accident combined single limit</p> <p>If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90</p>

<input checked="" type="checkbox"/> Contractors Pollution Liability	Art. 22.1.6	<p>\$2,000,000.00 per occurrence</p> <p>\$4,000,000.00 aggregate</p> <p>Additional Insureds: The City of New York Department of Correction, The City, its officers, officials and employees are included as Additional Insureds.</p>
<input type="checkbox"/> Marine Protection and Indemnity	Art. 22.1.7(a)	<p>\$_____ per occurrence</p> <p>\$_____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Hull and Machinery Insurance	Art. 22.1.7(b)	<p>\$_____ per occurrence</p> <p>\$_____ aggregate</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>
<input type="checkbox"/> Marine Pollution Liability	Art. 22.1.7(c)	<p>\$_____ each occurrence</p> <p>Additional Insureds: 1. City of New York, including its officials and employees, and 2. _____ 3. _____</p>

<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> _____</p>	<p><i>[If other type(s) of insurance need to be required under the Contract, the Contracting Agency should (a) check the box and fill in the type of insurance in left-hand column, and (b) in this right-hand column, specify appropriate limit(s) and appropriate Named Insured and Additional Insured(s). Note that if Railroad Protective Liability Insurance is required, the appropriate Named Insured is the owner of the railroad and there are no additional insureds.]</i></p>
<p>[OTHER] Art. 22.1.8</p> <p><input type="checkbox"/> _____</p>	<p><i>[See directly above.]</i></p>