

Project: **Pier A Windows and Doors  
Restoration, Repair and Replacement:  
General Contractor Services –  
Request for Proposals (“RFP”)**

Date: December 20, 2023

Addendum #2  
# of Pages: 6

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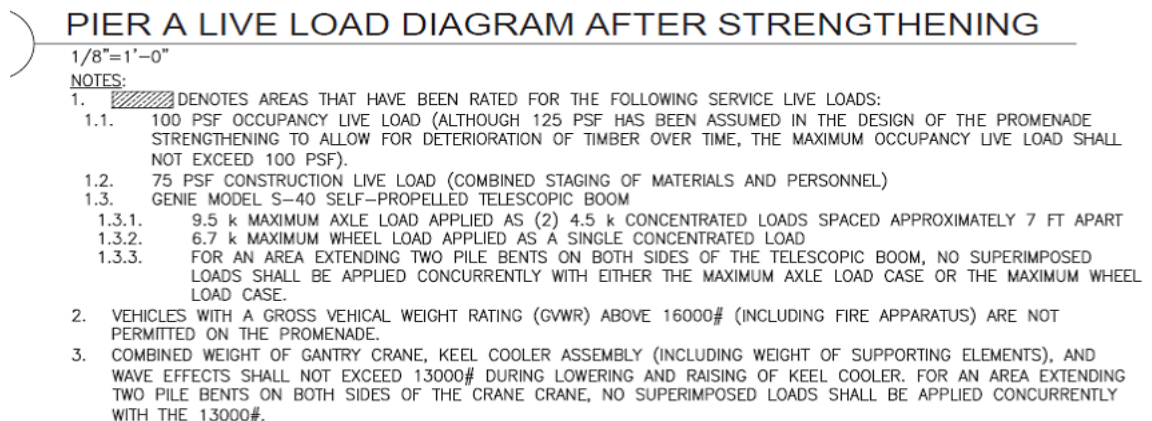
**A) RFP REVISIONS:**

- 1) Article 13 of the Standard Form of Contract, which is incorporated as Exhibit D to the RFP, is hereby deleted in its entirety and replaced with the revised Article 13 which is appended hereto as Attachment #1. The remaining Articles of BPCA’s Standard Form of Contract remain unchanged.
- 2) The below-listed Specification Section from the RFP’s Exhibit B – Specifications and Drawings is hereby removed from the RFP. Note that Proposers should not refer to this Specification Section in preparation of their respective Proposals in response to this RFP.  
- *Section 062000.3.03 – Site Applied Wood Treatment*

**B) BPCA’S RESPONSE TO SUBSTANTIVE QUESTIONS:**

The following responses are provided to substantive questions received by Battery Park City Authority (“BPCA”) by December 13, 2023, in connection with this RFP. The Responses are provided in bold, italicized print immediately following the Questions. Please note that all capitalized terms shall have the same definitions as provided in the RFP.

1. Please confirm the weight capacity for their pier for the use of boom/atrium lifts.



2. For Article 13, please provide the relevant policies and limits required of all of the minor policies/endorsements specified and aligned with Section 7 on page 7.  
***Subject to the rights reserved by BPCA including, but not limited to, BPCA’s rights specified in Section III of the RFP and for purposes of: (i) incorporating in the Cost Proposal the total cost of the required insurance, as required by paragraph VII(A) on page 7 of the RFP; and (ii) reviewing and, if applicable, objecting to the standard form of contract, as required in paragraph VI(B)(1)(c) of the RFP, Article 13 of the Standard Form of Contract (attached to the RFP as Exhibit D) is revised in accordance with Section A. 1 above.***

3. Please clarify the labor warranty duration(s) and that the manufacturer's standard warranties will be accepted for this project. We cannot negotiate warranty terms with Marvin windows for example.  
***See Specification Section 085213.1.9. for window warranty requirements, which have been confirmed with Marvin® Windows & Doors. Contractor shall provide a one (1)-year labor warranty on all items, unless noted otherwise. See also Specification Sections 071326.1.09, 076200.1.09, 076200.2.02.C, 079200.1.08, 087100.1.07, 088713.1.09, and 099123.1.10, for additional warranty requirements.***
4. Under Section 01 11 00 – Summary of Work, part 1 – General, Item 1.01 Brief Purpose of Project/General, items A.1 through A.3, please provide basic reference details.  
***Contractor shall prepare window shop drawings in conjunction with the windows' manufacturer. Such drawings shall be prepared and stamped by a professional engineer (PE) who is licensed to practice in NYS. BPCA's engineer, H2M Architects & Engineers, D.P.C., will review the shop drawings for conformance with the windows' existing conditions and the Contract documents.***
5. Under Section 06 20 00 – Finish Carpentry – 3.03 Site Applied Wood Treatment – please provide a reference product and locations if applicable.  
***There shall be no site applied wood treatment; please see Section A. 2 above regarding Specification Section 062000.3.03.***
6. Under Section 07 92 00 – Joint Sealants – 3.07, Item A.2 – should silicone or urethane be used for the window perimeter seals?  
***Exterior perimeter seals shall be silicone. See Specification Sections 079200.2.02.A and ~3.07.A2a for additional information.***
7. Under Section 08 71 00 – Door Hardware – 3.09 Items A and B – please confirm that this is the hardware replacement scope to be included at every exterior door.  
***Confirmed; exterior door scope includes hardware replacement; in addition, a custom vertical rod strike at the top and bottom of each such door shall be provided to ensure a four-inch (4") depth minimum at swinging doors. See also Drawing A-003 for door schedule.***

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*By signing the line below, I am acknowledging that all pages of this Addendum #2 have been received, reviewed, and understood, and will be incorporated into the Proposal submitted. This document must be attached to the Proposal for consideration.*

\_\_\_\_\_  
Print Name (Above)

\_\_\_\_\_  
Signature (Above)

\_\_\_\_\_  
Date (Above)

Number of pages received: \_\_\_\_\_ <fill in>

*Distributed to: All prospective Proposers*

**ATTACHMENT #1**  
**EXHIBIT D – STANDARD FORM OF**  
**CONTRACT’S ARTICLE 13 (*REVISED*)**

*(ATTACHED)*

## **ARTICLE 13 – INSURANCE AND CONTRACT SECURITY**

### *13.1 Insurance*

(a) Contractor shall procure and maintain all of the insurance required under this Article 13 until Final Acceptance of the Work, except with respect to Completed Operations Coverage, as described in 13.1(f)(3) below.

(b) Contractor shall not commence physical performance of the Work at the Site until Contractor has obtained, and required each Subcontractor to obtain, all the insurance required under this Article and until it has furnished to BPCA the certificate or certificates of insurance required by Section 13.1(c) hereof.

(c) Contractor shall furnish to BPCA, before or upon execution of this Agreement, a certificate or certificates of the insurance required under this Article and, upon BPCA's request, certified copies of the original policies of insurance, within the time period required by BPCA and before commencing physical performance of the Work at the Site. Such certificate or certificates shall be in form satisfactory to BPCA and shall list the various coverages required under this Article, which shall not be changed, canceled or reduced during the Contract, and which shall be automatically renewed upon expiration and continued in force until two years after Final Acceptance unless BPCA is given 90 days' written notice to the contrary and issues its acceptance in writing. Such certificates shall also include riders providing that violation of any of the terms of any policy shall not by itself invalidate such policy. Such policies and certificates should name as additional insureds BPCA, Battery Park City Parks Conservancy Corporation ("BPCPC"), the State of New York, Construction Manager, and Architect on ISO Form CG 2010 (11/85) or its equivalent. When providing evidence of insurance, Contractor must include a completed Acord 855 NY form.

(d) All insurance required to be procured and maintained must be procured from insurance companies that have a financial rating by A.M. Best Company of "A-VII" or better and which are authorized to do business in the State of New York.

(e) If at any time any of the required insurance policies should be canceled, terminated or modified so that insurance is not in effect as required contrary to the requirements of this Article, then, if BPCA shall so direct, Contractor shall suspend performance of the Work. If the Work is not suspended then BPCA may, at BPCA's option, obtain insurance affording coverage equal to that required, at the Contractor's sole cost and expense.

(f) Contractor and each Subcontractor shall secure in a form satisfactory to BPCA:

(1) Worker's Compensation and Employer's Liability Insurance (including United States Longshoreman & Harbor Workers and Jones Act Coverages) during the Term for the benefit of such employees as are required to be insured by the applicable provisions of law and voluntary compensation for employees excluded from statutory benefits.

(2) Disability Benefit Insurance during the life of this Agreement for the benefit of such employees as are required to be insured by the applicable provisions of law.

(3) Commercial General Liability Insurance as follows:

Standard commercial general liability insurance policy written on ISO Form CG 00 01 or its equivalent with no modification to the contractual liability coverage provided therein,

and with contractual, products and completed operations and explosion, blasting, collapse, excavation and underground damage liability coverages, under the occurrence policy format, issued to and covering the liability of Contractor for all the Work and operations relating thereto and all obligations assumed by Contractor under this Agreement including, but not limited to indemnity obligations in an amount which shall not be less than the following limits:

Combined Single Limits, Bodily Injury and Property Damage Liability

\$6,000,000 per each occurrence, and \$7,000,000 in the aggregate.

Securing the required limits via a combination of primary and umbrella/excess liability policies is allowed. The General Aggregate limit must apply on a per project basis on the primary General Liability policy should a combination of primary and Umbrella/Excess liability policies be utilized to secure the required total limits of coverage.

Product and Completed Operations

\$7,000,000

The completed operations coverage shall continue in force until three years after Final Acceptance of the Work and shall not be changed, canceled or reduced for the duration of the Contract. As a condition precedent to the making of Final Payment, Contractor shall furnish BPCA with a certified copy of the completed operations policy.

(4) Automobile Liability Insurance as follows:

A policy covering the use in connection with the Work of all owned, non-owned and hired vehicles bearing license plates, or under the circumstances that such vehicles are being used they are required by the Motor Vehicle Laws of the State of New York to bear license plates. The coverage under such policy shall not be less than the following limits:

Combined Single Limits,

Bodily Injury and Property Damage Liability

\$1,000,000 per each occurrence.

(5) Builder's Risk/Installation Floater Insurance in an amount not less than one hundred percent (100%) of the full contract price. Coverage must be written on ISO Special Form CP 10 30 04 02 or its equivalent on a completed value non-reporting basis and provide coverage for the Contractor, all Subcontractors, BPCA, BPCPC, and the State of New York. Coverage must also include an agreed amount provision which eliminates any coinsurance provision and include BPCA as a loss payee. Coverage must include the insurable interests of all Subcontractors retained by the Contractor.

(6) Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented equipment, tools and materials used in Contractor's performance of the Work. The requirement to secure and maintain such insurance is solely for the benefit of Contractor. Contractor's failure to secure such insurance or to maintain adequate levels of coverage shall not render BPCA or any other Additional Insureds, or their agents and employees, responsible for any such losses, and Owner, the other Additional Insureds, and their agents and employees shall have no such liability.

(g) The insurance required under subsections 13.1(f) 3, 4 and 5 shall be of a type which shall protect Contractor and Subcontractors, respectively, against damage claims which may arise from operations under this Agreement, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. Each of the aforesaid policies shall provide that the insurance company or an attorney approved and retained by the insurance company shall defend any suit or proceeding against BPCA or any officers, agents or employees of BPCA whether or not such suit is groundless, false or fraudulent. Notwithstanding the foregoing, BPCA shall have the right to engage its own attorneys for the purpose of defending any suit or proceeding against it or its respective officers, agents or employees, and, in such event, Contractor shall, indemnify BPCA for all attorneys' fees and disbursements and other costs incurred by it arising out of, or incurred in connection with, any such defense. The said insurance shall name BPCA, BPCPC, the State of New York, Construction Manager and Architect as additional insureds as respects this location and shall, where applicable, be written on an occurrence basis and shall contain a provision that it is primary and that any similar insurance which BPCA, BPCPC, the State of New York, Construction Manager, Architect, Contractor or Subcontractor elect to carry for their own benefit is secondary or excess and not contributing insurance.

(h) BPCA, at BPCA's cost and expense, may, at its sole option, procure and maintain any additional insurance as shall in the opinion of BPCA, protect BPCA from contingent liability of BPCA to others for damages arising from bodily injury, including death and property damages which may arise from operations under this Agreement. The procurement and maintenance of such insurance by BPCA shall not in any way be construed or be deemed to relieve Contractor from, or to be a limitation on the nature or extent of, such obligations and risk.

### *13.2 Effect of Procurement of Insurance*

Neither the procurement nor the maintenance of any type of insurance by BPCA or Contractor shall in any way be construed or be deemed to limit, discharge, waive or release Contractor from any of the obligations and risks impressed upon Contractor by this Agreement or to be a limitation on the nature or extent of such obligations and risks.

### *13.3 Contract Security*

Contractor shall, if it has not already done so, furnish to BPCA, with the execution of this Agreement, to BPCA, a bond in the form acceptable to BPCA in an amount at least equal to one hundred percent (100%) of the Contract Price for performance of the Work (the "Performance Bond"), and a labor and material payment bond in the form acceptable to BPCA in an amount at least equal to one hundred percent (100%) of the Contract Price for the payment of all persons performing labor or providing Materials in connection with the Work (the "Payment Bond"). The surety on said bond shall be a surety company authorized to do business in the State of New York and shall be rated at last B+ by A.M. Best and Company, or meet such other requirements as are acceptable to BPCA.

### *13.4 Additional or Substitute Bond*

If at any time BPCA shall be or shall become dissatisfied with any surety or sureties then obligated upon the Performance Bond or the Payment Bond, or if for any other reason such bonds shall cease to be adequate security to BPCA, Contractor shall within five (5) days after notice from BPCA to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to BPCA, except that the penal sum of said bond shall not exceed the Contract Price as adjusted by Change Orders. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond or bonds to BPCA.