



**BUREAU OF PURCHASING- CITY OF YONKERS & YONKERS PUBLIC SCHOOLS
ONE LARKIN CENTER, YONKERS, NY 10701**

REQUEST FOR QUOTATION -

6/13/2022

RFQ- 2022-00000901 School 18 - Auditorium

TO: Prospective Bidders

7 PAGES(S) + PLANS

PLACE OF PERFORMANCE: School 18 – 77 Park Hill Avenue, Yonkers, NY 10701

All price quotes must be firm, i.e., no price adjustments are allowed. All quotes are deemed F.O.B. Destination. **QUOTED PRICES SHALL INCLUDE ALL COSTS INCIDENTAL TO PROVIDING THE GOODS OR SERVICES SPECIFIED, INCLUDING FREIGHT, PACKAGING, MATERIALS, LABOR, FEES, OVERHEAD, AND PROFIT.** This is a class award. Payment terms are Net 30 Days, unless a discount is offered for prompt payment. NOTE: The New York State Tax Law exempts the City of Yonkers from the payment of sales and use taxes on all purchases – tax exemption numbers are not issued to governmental entities. The Tax Law states that vendors are not required to collect tax when they are presented with the City’s official Purchase Order or Contract document.

Estimated Start of Work ASAP	Quote Not Later Than June 16, 2022– 12:00 NOON	F. O. B. DESTINATION
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NOTICE TO CONTRACTOR:

A New York State Department of Labor (NYSDOL) Prevailing Wage Rate Case Number has been assigned to this project.

To access the prevailing wage rate schedule for this project, enter the PRC number at the following New York State Dept. of Labor webpage: <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

Complete NYSDOL requirements can be viewed at <https://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm>

Upon issuance of the Notice of Acceptance/Contract Award, the Purchasing Department will notify the NYSDOL with the following information:

- Contractor name, address, and federal employer identification number;
- Contract amount;
- Approximate start and completion dates.

Plumbing and Electrical Contractors

All Plumbing and Electrical Contractors engaged on this project must be licensed by Westchester County (914-995-2000). Licensing information can be obtained at: <http://consumer.westchestergov.com/trades/plumbers-and-electricians>

NYSDOL Requirements for OSHA 10 Compliance

If the resultant contract is \$250,000 or more, the Contractor must certify that every worker employed for this project has completed an OSHA 10 safety training course prior to performing any work on the project. Valid proof of completion of the OSHA 10 training course includes copies of bona fide course completion card and training roster, attendance record, or other documentation from the certified trainer. Simply attesting that all employees have completed the course is not sufficient proof of completion.

PROJECT DESCRIPTION: Asbestos Abatement Work at School 18 – 77 Park Hill Avenue, Yonkers, NY 10701

RETURN QUOTATION VIA EMAIL TO:

Debra Censi, Purchasing Department: debra.censi@yonkersny.gov 914-377-6930.

REQUEST FOR INFORMATION: All questions regarding the contents of this bid must be submitted in writing to Debra Censi via email. Answers to all inquiries will be given to all prospective contractors in the form of a formal addendum to the solicitation and shall be annexed to and become part of the ensuing contract/purchase order.

SUBMISSION REQUIREMENT: Return this complete package with all Schedules signed and notarized where applicable via email.

ASBESTOS ABATEMENT WORK AT SCHOLASTIC ACADEMY FOR ACADEMIC EXCELLENCE
77 PARK HILL AVE , YONKERS, 10701

SCOPE OF WORK

BASE BID: AUDITORIUM FLOOR

- Remove and dispose of top layer tile & bottom layer asbestos containing VAT (vinyl Asbestos Tile) (top layer tile & mastic and bottom layer mastic is non-ACM)
- The contractor shall leave substrate free of any ACM
- Remove wood substrate, as needed, to assure that all Asbestos containing VAT is removed.

ALTERNATE BID: LOBBY FLOOR

- Remove and dispose of top layer tile & bottom layer asbestos containing VAT (vinyl Asbestos Tile) (top layer tile & mastic and bottom layer mastic is non-ACM)
- The contractor shall leave substrate free of any ACM
- Remove wood substrate, as needed, to assure that all Asbestos containing VAT is removed.

*All moveable items will be removed by District Personnel prior to Abatement Activities.

* Refer drawings for location of abatement and asbestos test results

TIME OF WORK

The abatement work is to be scheduled during School Summer break, Monday – Friday from 8am – 4.30pm.

REGULATIONS:

All work shall be completed in compliance with the applicable standard of the Commissioner of Education, New York State Department of Labor Part 56 of title 12, and the United States Environmental Protection Agency Asbestos Hazard Emergency Response Act.

Please provide a price quote for furnishing and providing all necessary material, machinery, equipment, tools, labor, services, skill and other items of whatever nature required and to do and perform all the work necessary to perform all work as described in the scope of work. The price should include all necessary project notification filing fees with New York State Department of Labor. This will be a prevailing wage rate contract.

RFQ SHEET – RFQ- Asbestos Abatement Work at School 18

ITEM	QTY	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS
A.	Lump Sum	BASE Bid Price: Lump Sum: Price to Complete Work as Described in the RFQ documents Price in Figures: \$ <u>54,900.00</u> Price in Words: <u>Fifty Four Thousand Nine Hundred</u>
B.	Lump Sum	ALTERNATE Bid Price: Lump Sum: Price to Complete Work as Described in the RFQ documents Price in Figures: \$ <u>11,500.00</u> Price in Words: <u>Eleven Thousand Five Hundred</u>
C.	TOTAL COST:	Total Contract Price (A+B) in Figures: \$ <u>66,400.00</u> Total Contract Price (A+B) Written in Words: <u>Sixty-Six Thousand Four Hundred</u>

QUOTATION: (To be entered by Contractor) The undersigned CONTRACTOR, with a complete understanding of the aforementioned requirements, specifications, and the existing conditions at the Work Site (if required), and having inspected the Work Site (if required) and having become familiar with all conditions likely to be encountered affecting the cost and scheduling of the work, and having a complete understanding of the work specifications and insurance requirements hereby offers the amount set forth below as total compensation for all costs and expenses of completing the work in accordance with the terms, conditions and specifications presented herein, including, but not limited to all labor, materials, tools, equipment, overhead, fees and profit.

Availability to Start Work: 1 week

CONTRACTOR

Legal Name of Company Milcon construction corp

Federal ID # 11-3243439

Address, City/State Zip: 142 Dale St. West Babylon NY 11704

Name of person quoting (Please Print): Boguslaw Kiwior

Title Vice President

Signature: [Signature] Date: 6/22/22

E-Mail: Bkiwior@milconconstruction.com

Telephone No: 631 756 9530 Cell No:

CONTRACTORS INSURANCE REQUIREMENTS – YONKERS

GENERAL PROVISIONS

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The City Engineer, Certificates of Insurance evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of form and substance acceptable to The City.

Acceptance and/or approval by the City, its agents or employees, does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor, shall be maintained by the insurance carriers licensed and admitted to do business in New York State, and acceptable to the City; shall be primary and non-contributing to any insurance or self insurance maintained by the City; shall be endorsed to provide written notice be given to the City, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidence by return of receipt of United States Certified Mail and shall name the Contractor and identify the contract number, shall be sent to the City Engineer and shall name The City of Yonkers, its officers, agents and employees as additional insureds thereunder (General Liability Additional Insured Endorsement shall be on form number CG 20 10 11 85.)

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by the City. Such approval shall not be unreasonably withheld. The City reserves the right to withhold portion of payment until the deductible is satisfied.

Each insurance carrier must be rated at least "A" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the City and rated at least "A" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the City updated replacement Certificates of Insurance and amendatory endorsements.

If at any time, a non-admitted carrier that has to be used becomes financially unsatisfactory to the City, immediate replacement will be required. Failure to do so may void the contract.

If at any time any of the policies required herein shall be or become unsatisfactory to the YPS, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the YPS, the Contractor shall upon notice to that effect from the YPS, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Contract, at the election of the YPS, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the YPS.

In the event that claims, for which the YPS may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the YPS.

A. WORKER'S COMPENSATION INSURANCE

Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

B. EMPLOYER'S LIABILITY INSURANCE

Before performing any work on the Contract, the Contractor shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom worker's compensation coverage is not a statutory requirement. Two (2) certificates of such insurance shall be furnished to the Schools Facilities Executive Director.

C. COMMERCIAL GENERAL LIABILITY

Before commencing work at the site, the Contractor shall procure a commercial general liability insurance policy (issued by a New York admitted carrier) with a limit of not less than \$1,000,000 each occurrence. This insurance policy must be maintained during the life of the contract and shall protect the City, the Contractor and its subcontractors performing work at the site from claims for property damage and/or bodily injury which may arise from operations under this contract, whether such operations are performed by it or anyone directly or indirectly employed by it.

Two (2) certificates of insurance shall be furnished to the Engineer in a manner acceptable to the City, together with copies of all endorsements as required by this Contract. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 0001 or a substitute form providing equivalent coverages and shall cover liability arising from:

- (1) Premises – Operations
- (2) Independent Contractors and Subcontractors
- (3) Products and Completed Operations
- (4) Broad Form Property Damages
- (5) Personal and Advertising Injury

Additional coverages and limits may be required based upon the particular services contracted.

- (i) All contracts involving explosives, demolition and underground work shall provide the above coverage with elimination of the XCU exclusion.
- (ii) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all Contractor's work.
- (iii) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner for all Contractor's work.

D. Automobile Liability Insurance

Contractor shall procure and maintain automobile liability insurance policy (issued by a New York admitted carrier) with a limit a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

E. GENERAL LIABILITY AND AUTOMOBILE ENDORSEMENTS AND EXCLUSIONS

1. The following endorsements are required to be made on all policies:
 - (a) Notice shall be addressed to the Schools Facilities Management Executive Director, Yonkers Public Schools, One Larkin Plaza, Yonkers, New York, 10701.
 - (b) Notice of Cancellation of Policy. The policy shall not be cancelled, terminated, modified, or changed by the Company unless thirty (30) days prior written notice is sent to the Schools Facilities Management Executive Director.
 - (c) Insurers shall have no right of recovery or subrogation against the City (including its agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so effected shall protect both parties and may be primary coverage for any and all losses covered by the above described insurance.
2. The policy shall contain no exclusions or endorsements, which are not acceptable to the City/YPS and shall be of a form and by an insurance company acceptable to the City/YPS.

F. CONSTRUCTION INSURANCE

1. For the construction, renovation or repair of bridges, viaducts or similar structures, the Contractor at his own cost and expense shall provide and maintain a "Bridge Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the City's Board of Contract and Supply. The coverage shall be written for 100% of the completed value, covering the City of Yonkers/Yonkers Public Schools as the insured, with a deductible of not more than \$100, as recommended by the New York State Department of Insurance. The Contractor shall provide the original and duplicate policy to the City/YPS (unless the City/YPS shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).
2. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents or employees, staging towers and forms, and property of the City held in their care, custody and/or control.
3. During the performance of the Construction Work, Restoration or Alteration, builder's risk completed value form covering the perils insured under the ISO special cases of loss form, including collapse, water damage, and transit and theft of building materials, with the deductible reasonable approved by the Senate, in non reporting form, covering the total value of work performed and equipment, supplies and materials at any off-site storage location used with respect to the Project.
4. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with the limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damage property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the City/YPS arising from Contractors work.
 - a. If the coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage be maintained, or an extended discovery period exercised, for a period of not less than 2 years from the time of work under this contract is completed.
 - b. If the Contract includes disposal of materials from the job site, the Contractor must furnish to The City, evidence of pollution legal liability insurance in the amount of \$1,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.

5. The Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss.
 - a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring or laboratory analyses.
 - b. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract, and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
6. If autos are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

The Contractor shall require that any subcontractor hired, carry insurance with the same limits and provisions provided herein.

G. POLLUTION INSURANCE

1. The Contractor at his own cost and expense shall provide and maintain Contractors Pollution Liability coverage of \$5,000,000 per Occurrence and \$5,000,000 aggregate, such aggregate must be applicable on a Per Project Basis. A Contractors Pollution or Environmental Liability Umbrella/Excess policy may be utilized to satisfy these limits.
2. Contractors Pollution Liability coverage should be written on an Occurrence Basis. Occurrence Coverage must be maintained for the duration of the project and for a period of three years after the completion of the contract. If written on a Claims Made Basis the policy must have a Retroactive date which is prior to the date of the Contract and it must have a claims reporting period of no less than three years.
3. Project Owner and all other parties required by the Contract shall be included as Additional Insureds on the policy on a primary and non-contributory basis for on-going and completed operations.
4. Coverage shall provide pollution liability coverage of no less than \$1,000,000 for: Transportation Pollution Liability Coverage Non-Owned Disposal Sites Contractors Pollution coverage

H. OTHER PROVISIONS

1. The Contractor is required to obtain and to maintain bonds and insurance outlined herein.
2. The bonds and insurance required for this contract must be on forms acceptable to the City/YPS and offered by insurers and sureties acceptable to the City/YPS. The insurance and bonds for all New York contractors must be issued by New York authorized carriers and must comply with all requirements of New York Law and Regulation, and in the case of bonds, be in the exact form as provided in the bid and contract documents.
3. The YPS, may at its discretion, and if approved by the City of Yonkers Law Department, accept letters of credit or custodial accounts in lieu of bonds and insurance requirements.
4. If at any time any of the foregoing bonds and policies shall be or become unsatisfactory to the City/YPS, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City/YPS, the Contractor shall upon notice to that effect from the City/YPS, promptly obtain a new policy, and submit the same to the School Facilities Management Executive Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the City/YPS may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
5. The Contractor shall be solely responsible for payment of all premiums for bonds and insurance contributing to satisfaction of the requirements herein, and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the City/YPS of Yonkers is named as additional insured.
6. The City/YPS reserves the right to increase or decrease the required insurance during the Contract.