



NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION

**DAVID J. BURNEY, FAIA**  
Commissioner

**CAROL DIAGOSTINO**  
Agency Chief  
Contracting Officer

May 4, 2011

**ADDENDUM NO. 1**

**PROJECT: PW348-61 / PW348-62, Construction Management/Design/ Build for  
Removal/Upgrade/Replacement of City-Owned Heating Oil Tanks at Various  
Sites, Citywide**

**PIN: 8502011VP0039P-40P**

THE ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF  
THE REQUEST FOR PROPOSALS AND IS HEREBY MADE A PART OF SAID REQUEST FOR  
PROPOSALS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN.

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**REQUEST FOR PROPOSAL**

The RFP is amended as set forth below:

1. **RFP- Section II:** Delete in its entirety and replace with the revised Section II attached to this addendum.

**Contact: Hemwattie Roopnarine, ramnarah@ddc.nyc.gov  
Phone No.: 718-391-1375**

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By signing in the space provided below, the Proposer acknowledges receipt of this Addendum.

**THIS ADDENDUM MUST BE SIGNED BY THE PROPOSER FOR THE CONTRACT AND  
ATTACHED TO THE TECHNICAL PROPOSAL.**

\_\_\_\_\_  
**Carol DiAgostino**  
**Agency Chief Contracting Officer**

\_\_\_\_\_  
**Name of Proposer**

By \_\_\_\_\_

Title \_\_\_\_\_



**SECTION II. SUMMARY OF THE REQUEST FOR PROPOSALS****A. Background and Objectives of the Project:**

The New York City Department of Design and Construction (“DDC”) is engaged in a major program to clean up City-owned petroleum contaminated sites. Through this Request for Proposals (“RFP”), DDC is seeking to engage two (2) construction management firms for the provision of all services necessary and required for the removal, upgrade or replacement of City-owned heating oil tanks, to ensure compliance with all local, state and federal laws, rules and regulations, including without limitation, compliance with all protocols required by the New York State Department of Environmental Conservation. The required services are described in detail in Section III of this RFP. Pursuant to this RFP, two separate contracts will be awarded, each of which covers designated boroughs. Such contracts will be awarded to the two highest ranked proposers in the order set forth below.

Contract #1: PW348-61: Removal / Upgrade / Replacement of City Owned Heating Oil Tanks at Various Sites, Boroughs of Manhattan and the Bronx

Contract #2: PW348-62: Removal / Upgrade / Replacement of City Owned Heating Oil Tanks at Various Sites, Boroughs of Queens, Brooklyn and Staten Island

The Commissioner shall, by written directive, assign to the Contractor various sites for the performance of required services hereunder. The required services will include pre-investigation, design, construction, and construction management, and close-out services for the work performed.

**B. Joint Ventures and Other Consultant Relationships:**

There is no minimum requirement for the proportion of work by either of the two joint venture parties. Joint ventures must carry the required insurance either as policies written specifically for the joint venture entity, or by using their existing single entity policies with endorsements written for the joint venture activity.

DDC does not recognize the corporate configuration wherein one company is “in association with” another. Relationships between two or more firms shall be either as joint venture or prime consultant/subconsultant. In the event that a proposal is received wherein two or more firms are described as being “in association with” each other, DDC will treat the relationship as one of prime consultant/subconsultant(s). The RFP evaluation will be handled accordingly, and if chosen as a winner, the contract documents will show only the prime firm on the signature page, and all other firms will be relegated to Exhibit A, which lists any subconsultants.

**C. Contract Term / Contract Estimate:**

The term of the contract shall commence as of the date of registration by the Comptroller and shall remain in effect for a period of three years [1,095 consecutive calendar days (ccds)]. The term of the contract may be extended for one additional year. In the event a site is assigned to the contractor during the term of the contract, and the time frame for completion of the site extends beyond the term of the contract, the contract shall remain in effect for the purpose of completing such site.

The estimated cost of the required work for each project is \$15,000,000.

D. Insurance:

The Consultant and all subconsultant(s) performing services for this contract must provide the types and amounts of insurance specified in Article 23 of the attached contract. The proposer is advised to carefully review such insurance requirements.

E. Payment Provisions:

The terms and conditions applicable to payment for all required services for the Project are set forth in Article 42 of the attached contract. Such payment terms are summarized below. Information regarding the Fee Proposal is set forth in **Attachment 2 of this RFP**.

1. Allowance for Staffing Expenses for Design and Construction Management Personnel:

An allowance in the amount of **\$4,200,000** will be included in the contract for payment of the contractor's staffing expenses for design and construction management personnel. Payment for the contractor's staffing expenses for design and construction management personnel shall be based upon the actual time spent by such personnel performing required services for the Project and shall be at the direct salary rates per title for such personnel determined by the Commissioner in accordance with the term and conditions set forth in Article 42. Direct salary rates for design personnel and direct salary rates for construction management personnel shall be subject to the respective proposed multipliers for each type of personnel submitted by the proposer as part of this Fee Proposal. As described in Section IV (C) of this RFP, the Fee Proposal shall consist of two separate proposed multipliers, one to be applied to direct salary rates for design personnel, and the other to be applied to direct salary rates for construction management personnel. The costs and expenses deemed included in the respective multipliers are described in Article 42 of the attached contract.

2. Allowance for Construction Services:

An allowance in the amount of **\$10,000,000** is included in the contract for payment for construction services required for the Project to be performed by subcontractors. The terms and conditions applicable to payment for construction services are set forth in Article 42 of the attached contract.

3. Allowance for Miscellaneous Expenses:

An allowance in the amount of **\$200,000** is included in the contract for reimbursement for miscellaneous expenses actually incurred by the Contractor. The terms and conditions applicable to payment for miscellaneous expenses are set forth in Article 42 of the attached contract.

4. Allowance for Additional Services:

An allowance in the amount of **\$600,000** is included in the contract for payment for additional services required for the Project. The terms and conditions applicable to payment for additional services are set forth in Article 42 of the attached contract.

F. Field Office:

The Contractor shall be required to provide a field office and all related items as specified in Exhibit D of the attached contract. All expenses incurred by the Contractor in connection with providing and removing the Field Office in accordance with the requirements set forth in Exhibit D must be included in the Multiplier for CM Personnel. The Contractor shall not be entitled to additional compensation for providing or removing the Field Office.