

RFP/INVITATION TO BID

August 21, 2018

Project: Philips Allura Biplane FD20/20
Hybrid OR Suite Room #6582 Renovation
6th Floor, Building 6
VA Project #630-17-102

Location: Manhattan Veterans Administration Medical Center
423 East 23rd Street
New York, NY 10010

Submit To: Construction Technology Group, Inc.
Attn: Tom Baldwin
Estimating@ctg-inc.com
(813) 752-2959

Bids Due: September 12, 2018 (Wednesday) by 2:00 PM

Project Description: CTG is soliciting bids/proposals from subcontractors with both hospital and government contracting experience for the Hybrid OR Suite Renovation (5,200 sf) project at the Manhattan VA Medical Center in New York, New York. The project includes ICRA, selective interior demolition, concrete (cutting, core drilling and patching), structural steel and unistrut system, rough and finish carpentry and cabinets, insulation, roof patching, caulking and fireproofing, doors and hardware, ACT, drywall, painting, flooring, miscellaneous specialties, radiation shielding to include lead drywall, lead viewing windows and lead doors, fire sprinkler system, plumbing, medical gases, HVAC and electrical. Activities that cause any interruption of services, excessive vibration/noise, or present any safety/welfare concerns will be scheduled with the VA in advance and performed after hours.

Project Duration: 8 Months

Instructions to Bidders: Construction shall be in accordance with the plans and specifications prepared by Donald H. Berg, Architect and Philips Healthcare listed in the drawing index below; the VA Design Guide; the VA Master Specifications; AIA Guidelines for Design and Construction of Healthcare Facilities; the National Electrical Code (2014) edition; National Fire Protection Association Codes and Standards (most recent edition); Federal, State, and Local codes and/or requirements.

The attached Bid Form must be submitted with your proposal.

Wage Determination NY180003 Mod 10 Revised 07/27/18 is applicable.

This is strictly a “Buy American” project and must comply with FAR 52.225-9, 52.225-10 & VAAR 852.236-89

The work will be performed in a fully functional hospital environment and patients and staff will have priority. Contractors shall comply with the Facility’s standards including but not limited to safety, security, infection control; code of conduct; quality control; and patient privacy.

Reference to “Offer”, “Contractor”, or “Bidder” throughout the documents will have the same meaning as “Subcontractor”.

Questions are to be submitted to Tom Baldwin at Estimating@ctg-inc.com.

We are an Equal Opportunity Employer and encourage participation by Minority and Veteran Owned businesses.

Drawing Index:

- Documents prepared by Donald H. Berg entitled Hybrid OR Suite Room #6582 Renovation reissued for construction on 04/27/18 Sheets: Cover, REF-1, LS-1 through LS-4, A-1 through A18, S-1 through S-3, M-1, though M-8, MG-1, P-1, P-2, FP-1, E1-0, E1-1, E2.0, E2.1, E2.2, E2.3, E3.0, E3.1, E4.0, E5.0, E6.0 and E6.1.
- Documents provided by Philips Healthcare entitled Allura BiplaneFD20/20 VA Manhattan (N-EAS140530 E) issued for construction 10/06/17 Sheets: AN, AL, A1, AD1-AD7, SN, SL, S1, SD1-SD4, EN, EL, E1-E4, ED1- ED5, N1, N2 and CHK

VA Master Specifications: Edited by Donald H. Berg, Architect dated 04/27/18

VA Solicitation Documents:

- Solicitation, Offer and Award #36C2421R0591 dated 08/08/18
- Amendment of Solicitation of Contract #0001 dated 08/17/18

BID FORM

Project: Philips Allura Biplane FD20/20
Hybrid OR Suite Room #6582 Renovation
6th Floor, Building 6
VA Project #630-17-102

Location: Manhattan VA Medical Center
423 East 23rd Street
New York, NY 10010

Scope of Work: _____

Labor Cost	Material Cost	Total
\$	\$	\$

The bid strictly complies with "Buy American" Yes ___ No ___
If no, provide a list of any items that does not comply.

The bid includes Davis Bacon Wages and Payroll Reporting Yes ___ No ___

The bid meets the Insurance Requirements Yes ___ No ___

List all long lead (over 3 weeks to deliver) product(s) or material along with time to manufacturer and deliver.

List any deviations and substitutions. If none, please state "none".

List any clarifications. If none, please state "none".

Firm: _____

Contact: _____

Address: _____

Phone: _____

Email: _____

Signature: _____
Printed Name/Title

Date: _____

1. INDEMNIFICATION AND INSURANCE

INSURANCE:

A. Subcontractor shall provide Commercial General Liability insurance on an occurrence basis with a combined limit for bodily injury, personal injury and property damage of at least \$2 million per occurrence with a \$5 million site/project specific aggregate. Policy coverage terms and conditions to include:

- a. Premises/Operations - must cover all work to be performed by Subcontractor and their Subcontractors
- b. Contractual Liability written specifically for this contract
- c. Products/Completed Operations
- d. Broad Form Property Damage including completed operations
- e. Independent Contractors
- f. Blanket Explosion, Collapse & Underground Property Damage Liability
- g. Employees as additional insureds
- h. Supplementary payments in addition to limit of liability
- i. Any self-insured retentions, deductible clauses, exclusions or special endorsements must be approved by Contractor prior to inclusion
- j. Insuring agreement to read "to pay on behalf of"
- k. Waiver of subrogation for Owner, Contractor, its director, officers, employees, subsidiaries and affiliates
- l. Severability of interests (cross liability)
- m. Coverage shall not include any exclusions related to liability assumed by contract and claims involving employees of the subcontractors

B. Subcontractor shall provide Worker's Compensation and Employer's Liability Insurance which includes statutory workers' compensation (including occupational disease) and employers' liability coverage with limits in accordance with the law.

C. Subcontractor shall provide Automobile Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work with a combined single limit for bodily injury and property damage of at least \$2 million on an occurrence basis.

D. Subcontractor shall provide umbrella/excess liability insurance with limits of at least \$5 million per occurrence and a \$5 million site/project specific aggregate.

E. Subcontractor shall, by specific endorsements to its primary commercial general liability and umbrella/excess liability policies, name Owner, Contractor and Indemnitees as Additional Insureds thereunder.

- a. The additional insured endorsements shall be on a form at least as broad as the most current ISO Form including as Additional Insureds all parties on whose behalf the subcontractor agrees to procure such coverage pursuant to a written contract or agreement, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured.
- b. This requirement applies to all policies under which the Owner, Contractor and Indemnitees are required to be named as Additional Insureds.
- c. The additional insured coverage shall include completed operations coverage for the Additional Insureds for a period of not less than 24 months after completion of the project.
- d. The additional insured coverage shall include coverage for the Additional Insureds for any operations performed on residential projects, including single- or multi-family housing, residential condominiums, residential apartments and assisted living facilities.
- e. Subcontractor shall, by specific endorsement to its primary commercial general liability policy and automobile liability policy, cause the coverage afforded to the Additional Insureds thereunder to be primary and non-contributing to and not concurrent with any other valid and collectible insurance available to the Additional Insureds.
- f. Subcontractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Additional Insureds thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the Additional Insureds as set forth above and not concurrent with or excess to any other valid and collectible insurance available to the Additional Insureds whether provided on a primary or excess basis.

F. Subcontractor shall, by specific endorsement to its primary and umbrella/excess liability policies, cause the coverage afforded thereunder to include blanket written contractual liability covering all indemnity agreements set forth in this Contract including but not limited to the indemnity agreement.

G. Subcontractor shall, by specific endorsement to its primary and umbrella/excess liability policies, cause the coverage afforded thereunder to include products liability and completed operations, with the provision that coverage shall extend for a period of at least 24 months after completion of the project.

H. Subcontractor shall, by specific endorsement to its primary and umbrella/excess liability policies, provide that defense costs are not to be considered as damages so as to erode the policy limits required under paragraphs (A), (B), (C) and (D) above.

I. All policies required under this Contract shall be provided by carriers licensed and authorized to do business in the State of Connecticut carrying minimum A.M. Best ratings of A-VII. Policies written on a surplus lines or non-admitted basis are not acceptable.

J. Certificates evidencing the foregoing insurance coverage and copies of Additional Insured endorsements must be furnished by Subcontractor to, and be approved by Contractor, before Subcontractor will be permitted to do any work under this Contract or Purchase Order issued in connection therewith., Certificates, Notices of Cancellation, or changes, etc., are to be sent by Subcontractor, directly to Contractor. Subcontractor, Subcontractor's agent and Subcontractor's insurance carrier(s) must reconcile all policy requirements to the satisfaction of Contractor. Subcontractor shall provide certified copies of all policies required under this Contract within 10 days after receipt of request by the Contractor for such information.

K. Before commencement of work, Subcontractor shall furnish Contractor with certificates from Subcontractor's insurance carriers showing that Subcontractor has complied with the above list and that said insurance policies will not be cancelled or changed except upon thirty (30) days prior written notice to Contractor. Except as otherwise provided above, Subcontractor agrees that the aforesaid insurance will be maintained until the entire work to be performed by Subcontractor under this Contract is completed and accepted. If, at any time during the term of this Agreement, Contract does not provide insurance coverage as aforesaid, Contractor shall have the right, at its option, to procure same, and deduct from any sums due or to become due to Subcontractor hereunder the cost of such coverage procured by Contractor.

L. Any failure by the Subcontractor or its agent to procure the coverage outlined above shall be considered a material breach of the Subcontractor's contractual obligations, and the Contractor expressly reserves the right to seek direct remedy against the Subcontractor and its agent for all costs and expenses incurred as a result of the breach. Direct remedy as referenced above shall include but is not limited to, the withholding of contract payments due to the Subcontractor under this Contract and any Purchase Order issued in connection therewith.

M. Subcontractor shall require its sub-subcontractors to meet the insurance requirements specified in paragraphs (A) through (L) above, pursuant to specific provisions contained within written agreements with such subcontractors and not simply by incorporation by reference of these insurance requirements.

The Contractor neither represents nor assumes responsibility for the adequacy of the Builder's Risk Insurance provided to protect the interests of the Subcontractor. It shall be the obligation of the Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in the Work. Subcontractor is responsible for the protection of its work until final completion and acceptance. Subcontractor will make good or replace any damage to its work which occurs prior to said final acceptance.

By execution of the subcontract, Contractor, and Subcontractor waive all rights against each other and any of Subcontractor's sub-subcontractor's, Owner, Architect and all of its consultants, any other Contractor's, and any other Subcontractor's, together with all of their agents and employees, for damages caused by fire or other perils to the extent covered by the Builder's Risk or any other property insurance, excepting such rights as they may have to any insurance proceeds. Subcontractor shall include the same waiver of subrogation in all of its subcontracts which pertain to this project. The foregoing waiver of subrogation shall be effective as to any person or entity, even though that person or entity that would otherwise have a duty to indemnify, did not directly or indirectly pay the insurance premium, and whether or not the person or entity had an insurable interest in the property damaged.

INDEMNIFICATION:

To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend and hold harmless the Owner, Contractor and all additional Indemnitees, if any, their officers, directors, agents, employees and partners (hereafter collectively "Indemnitees") from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) brought or assumed against any of the Indemnitees by any person or firm, arising out of or in connection with or as a result of or consequence of the performance of the Work of the Subcontractor under this agreement, or any additional work, extra work or add-on work, whether or not caused in whole or in part by the Subcontractor or any person or entity employed, either directly or indirectly, by the Subcontractor including any subcontractors thereof and their employees. Notwithstanding the foregoing, Subcontractor shall not be obligated to indemnify any Indemnitee for any claims, suits, damages, liabilities, or expenses caused solely by that Indemnitee.

Indemnification under the preceding paragraph shall operate whether or not Subcontractor has placed and maintained the insurance specified. Attorneys' fees, court costs, expenses and disbursements shall be defined to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this indemnity agreement.