

October 9, 2012

MONROE COUNTY DEPARTMENT OF TRANSPORTATION

ADDENDUM NO. 1

To The Contract Documents
For The Rehabilitation Of

**LONG POND ROAD OVER ROUND POND CREEK
TOWN OF GREECE
S.I.N. 05-136-256
PIN 4754.77, D033403**

TO ALL HOLDERS OF CONTRACT DOCUMENTS:

Your attention is directed to the following changes to the Contract Documents.

ADDENDUM No. 1:

IN THE SPECIFICATIONS AND RELATED DOCUMENTS:

- 1. Separate Proposal Packet: INSERT Pages P-28 and P-29** that are attached to this addendum and become part of the contract documents. These pages are added as a result of the New York State Iran Divestment Act. **The form on Page P-29 shall be completed and submitted with the Contractor's proposal.**
- 2. Special Conditions Section: DELETE Pages SC-3 and SC-4. REPLACE** with the updated **SC-3R and SC-4R** that are attached to this addendum and become part of the contract documents. GC #11, Part (d), has been struck through, eliminating the requirements for Railroad's Protective Public Liability Insurance.

IMPORTANT NOTE: All potential bidders shall make sure they sign the Acknowledgement of Receipt of Addenda within the proposal book.

END OF ADDENDUM

**MONROE COUNTY DEPARTMENT OF TRANSPORTATION
AND C&S ENGINEERS, INC.**



Seth D. Kaeuper, PE 076853
Project Manager

Date: October 9, 2012

b. Automobile Public Liability Insurance

When any motor vehicles are used in connection with the work to be performed, contractor shall furnish evidence that it carries Automobile Public Liability Insurance and Property Damage Liability Insurance with a limit of not less than \$5,000,000 covering bodily injury and/or property damage for each occurrence.

c. Worker's Compensation in Statutory Amounts

Contractor shall furnish evidence that it carries Employer's Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident \$1,000,000 policy limit and \$1,000,000 each employee.

d. ~~Railroad's Protective Public Liability Insurance~~

~~In addition to the above, the contractor shall furnish evidence that, with respect to the operations it or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (ISO/RIMA form). The insurer must be financially stable and rated B+ or better in Best's Insurance Reports. The insurance shall be in the name of CSX Transportation, Inc., and provide for a limit of not less than \$2,000,000 combined single limit for bodily injury and/or property damage for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an annual aggregate of not less than \$6,000,000 for all damages as a result of more than one occurrence and shall name Monroe County as additional insured. If passenger trains or hazardous material trains are in the area of construction, the above limits shall be \$5,000,000 single limit, \$10,000,000 annual aggregate.~~

~~The insurance herein before specified shall be carried until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a breach of the contract. The aforesaid insurance protection shall be enforceable by any legitimate claimant after the termination or cancellation of the project whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the periods of time for which such insurance was obtained. Contractor shall furnish to CSX Transportation at the address listed below, certificates evidencing the insurance outlined in sections a, b, & c above, and shall furnish the original ISO/RIMA policy for the Railroad Protective Public Liability Insurance referred to in section d. CSX Transportation must be named as additional~~

~~insured under insurances outlines in sections a & b above. Each insurance policy shall be endorsed to provide that the insurance company shall notify the following via registered or certified mail at least thirty (30) days in advance of termination of or any change in the policy:~~

~~Named Insured and Address:~~

~~NYC Lines, LLC
C/O CSX Transportation
Risk Management (J-907)
500 Water Street
Jacksonville, FL 32202~~

4. GC #14 - Wage Rates

ADD the following:

“All Bidders, in submitting their Bids, should base their Bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than eight hours in any one calendar day or more than five days in any one week will not be granted for any operation for the contract duration. Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the OWNER to be in the best interest of the public, the OWNER may process, for approval by the New York State Department of Labor, requests for Overtime Dispensation on certain specific operations and, in the event approval is granted, there shall be no adjustment therefor in any bid prices.”

5. GC #20 – Liens

In the first (1st) line of the paragraph, **DELETE** the words “Neither the final payment nor any part of the retained percentage shall become due until...” and **REPLACE** with the following:

“The final payment shall not be made until...”

6. GC #24 - Subcontracts

ADD the following:

“d. The CONTRACTOR shall perform with their own organization contract work amounting to not less than fifty-one percent (51%) of the original total contract price, except that any items designated by the OWNER as “Specialty Items” so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own

APPENDIX 2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name