

**EXTERIOR SCAFFOLDING IN CONNECTION WITH  
DECONSTRUCTION OF 130 LIBERTY STREET  
RESPONSES TO PRE-BID REQUESTS FOR INFORMATION**

1. Bid Form, Page 8, identifies price guarantee for 120 (ninety), is guarantee for 90 or 120 Days?

Answer: Price Guarantee for Bids is **120 Days**.

2. Team Structure Schedule, the individual tasks listed in this section can in some instances, be handled by one individual. **Will we be permitted to use one individual to fulfill the responsibilities of several staff positions identified?**

Answer: The Contractor's proposed team structure schedule can contain any number of people that the Contractor believes, and can demonstrate, will be sufficient to complete the job on time, meeting all interim milestones including Final Completion, subject to LMDC approval.

3. Scaffolding Trade Agreement, Contract Assumptions, page A.5-1, #4 identities no increase in the Lump Sum, by reason of any ACM and/or other Hazardous Materials or the types, locations, or amounts thereof, or any matter pertaining thereto. **Can we assume that no additional testing, or investigation, will be performed to find additional materials?**

Answer: No additional testing will be performed by owner, however the General Conditions have been amended to allow Extra Work for any handling, remediation, removal and/ or disposition of Non-ACM Building component Hazmat (new defined term) if and to the extent that the same will impact the Contractor's Work under this Contract (see Article 2 of the General Conditions).

**Can we assume pricing is based only on findings available at this time?**

Answer: Yes, pricing is to reflect findings provided within the Contract Documents.

4. Scaffolding Trade Agreement, Contract Assumptions page A.5-1, #6, identities that Contractor shall be permitted non-exclusive use of the existing equipment (elevators, etc.) and utilities. **If we elect to repair and maintain elevators are we to assume that we will still be required to "Share" these units?**

Answer: Scaffolding Contractor is responsible to maintain elevator for his use. These costs will not be shared. LMDC will maintain the right to use the elevator.

5. Summary/Scope of Work for Scaffolding contractor, page 1. 1.1 Summary, A, 1.2,C. We are unable to locate section 3 in our document. **Please Advise.**

Answer: This was a formatting error in the document with the numbering. All Required Sections were included as listed.

6. Summary/Scope of Work for Scaffolding Contractor, page 3, para. (f), (g). refers to the removal and disposal of waste generated. It was discussed at the prebid

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meeting that we may be able to leave waste generated at the site. **Please advise as to whether or not we will be permitted to leave waste, generated at the site, within the building?**

Answer: No, Scaffolding Contractor must dispose of waste in accordance with the contract documents.

7. Summary/ Scope of Work for Scaffolding Contractor, page 5, para, (m) refers to securing broken glass and curtain wall repair, as required. **Will we be able to leave broken glass in place, stabilized, within the curtain wall, or will we be required to remove all broken glass from the building?**

Answer: Contractor is responsible to remove all encountered broken glass and seal openings with plywood.

8. Summary/ Scope of Work for Scaffolding Contractor, page 6, item 4. Health & Safety Requirements, second para, identifies numerous agencies that we must comply with for the duration of the work. **Which environmental agency will we anticipate on site to enforce these regulatory requirements? Will the NYCDEP enforce the NYS DOL variance?**

Answer: Enforcement from all Governmental Authorities is anticipated.

9. Summary/ Scope of Work for Scaffolding Contractor, page 10, item 1.7.A Work Restrictions, identifies that work shall be done during Normal Working Hours unless the Contractor requests authorization to Work in the other than Normal Working Hours and such authorization is granted by LMDC. **Will the LMDC grant permission to work other than normal working hours? If yes, to what extent?**

Answer: Contractor to request LMDC approval and describe specific sequence of operations for work during other than Normal Working Hours, 48 hours in advance.

10. Summary/ Scope of Work for Scaffolding contractor, page 11 item 3.1,A,(2.), identifies specific design requirements for tents and the independent platform protection of 150 psf. **Is this requirement for the scaffold enclosure as a whole, or for the 'independent platforms' at the 27<sup>th</sup> and 14<sup>th</sup> floors?**

Answer: 150-psf requirement refers to the independent protection platforms at the 27<sup>th</sup> and 14<sup>th</sup> floors.

11. Summary/ Scope of Work for Scaffolding contractor, page 12, item 4. Stair Towers, para 3, identifies that where possible install both stair tower and material hoist tower on exterior of scaffolding. While ultimately, ANYTHING is possible, it would be more efficient to install the stairs towers and hoist as close to the



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building as possible. **Will we be able to install the hoist and stairs as close to the building as possible and not outboard of the scaffolding enclosure?**

Answer: Stair towers and Hoist are not required to be located outboard of the scaffolding.

12. Summary/ Scope of Work for Scaffolding Contractor, page 12, item 6(b) "Protection Platforms". The contract documents, aside from 1 150-psf rating, do not identify specific requirements for the protective Platforms to be installed on 14 and 27. **Are there specific design requirements for these platforms available? How far are these platforms required to extend from the surface of the building? Are platforms to be installed horizontally, or at an angle? Are platforms to be constructed around the entire perimeter of the building?**

Answer: Platforms shall be installed to extend the entire width of the scaffold, perpendicular to the building façade (horizontally), and shall be installed throughout the entire perimeter of the scaffolding.

13. Summary/ Scope of Work for Scaffolding Contractor, page 15, item 21 Submittals. This section starts with 'B', continuing with scaffolding requirements. **Where is A? Do we need this?**

Answer: There are 21 subsections to Section A, with Submittals being the 21<sup>st</sup> subsection. Section A begins on Page 11.

14. Summary/ Scope of Work for Scaffolding Contractor, page 14, item C, identifies that we should design and install scaffold to support the installation and maintenance of exterior air monitoring station and construction and maintenance of exterior Negative Pressure tent Enclosures, including supplemental exterior Monarflex, or equivalent barrier, on the scaffold system. **Are we to assume that we will be required to provide a platform, as well as access, to these locations? Seven, plus an additional four units, per floor, spaced around the perimeter, will require that the majority of the scaffolding around each floor to be planked. Is this the intent?**

Answer: Access and planking to these locations is the responsibility of the Deconstruction Contractor. The design of the scaffold must accommodate testing equipment.

15. Summary/ Scope of Work for Scaffolding contractor, page 15 item C. Because of the installation of a Monarflex enclosure system, the scaffold system shall be subject to wind load and must be designed to accommodate that additional load to the system. **Is it the intent of these documents, to design the entire scaffolding system to withstand wind load?**

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Answer: Scaffold System shall be designed and constructed to accommodate loads, including all expected wind loads per all Legal Requirements, ASCE Bulletin No. 7, and the following additional containment requirements:

Monorflex, or equivalent non-permeable tarping shall **not** be required to be installed on the scaffold system.

Exterior Negative Pressure Tent Enclosures (exterior tents), as described in Annex 6 of the Specifications, shall be constructed (not by the Scaffolding Contractor but by others after completion of scaffold erection) on the scaffold system for the removal of sprayed-on fireproofing that exists exterior to the building on the North and West face of the building. In addition, exterior tents may be required for the removal of aluminum column covers and fascia from the building. **For scaffold design requirements, assume exterior tents installed on the scaffold to be the full depth of the scaffold and have approximate dimensions of fifty feet by ten feet (in either vertical or horizontal orientation) and shall be sealed to the building. No more than two such tents shall be installed on the scaffold system on each face of the building at one time.**

16. Summary/ Scope of Work for Scaffolding Contractor, page 16, item C (5) and (6) identifies air samples be collected. **Whose responsibility is it to perform air monitoring? Asbestos regulations do not allow the Asbestos contractor to perform clearance monitoring. Please advise. What are we monitoring for? Asbestos, COPCs, etc.?**

Answer: Contractor is responsible for OSHA personal monitoring. LMDC will be responsible for 3<sup>rd</sup> party air monitoring.

17. Summary/ Scope of Work for Scaffolding Contractor, page 17, item 3.3A among other things, identifies cleaning of the roof. After we have cleaned the stone ballast on the roof will we be able to leave that material on the roof for subsequent disposal as normal construction waste?

Answer: **Exterior Building Washdown has been removed from the Scaffolding Contractor's Scope of Work.**

18. Summary /Scope of Work for Scaffolding Contractor, page 17, item 3.3. Relative to the Exterior Building Washdown, how should we deal with the cleaning of the louvers, on the 1<sup>st</sup> floor, 5<sup>th</sup> floor and roof top Machine Rooms? How far into the louvers should we clean? Can we seal the louvers from the exterior and leave contaminated louvers protected in place?

Answer: Refer to Question 17.



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19. Summary/ Scope of Work for Scaffolding contractor, page 17, item 3.4 Hoist/ Scaffold tie-ins, C Tie-ins Requiring Small Penetrations through Curtain Wall, the documents are not clear regarding the handling of interior tie-ins for the scaffold system, which must be made to the existing structural steel, within the building. **Will we be required to construct full containment enclosures, with an attached decon, to perform removal of ceilings, ductwork, fireproofing, etc. to gain access to structural steel tie-in points; keeping in mind that these attachment points, because of design requirements, will be required between every column and at every floor, probably totaling over 2000 locations?**

Regulatory requirements identify tents for abatement, but mandate that a remote decon would be required within 10' of the tent enclosure, for the removal >10sf of Asbestos/Asbestos contaminated material. This will ultimately require that at least 1000 decons be constructed. **Is this the intent?**

The work description continues, identifying that tradesmen performing this work must be certified NYSDOL and NYCDEP Asbestos Workers. Elsewhere, in the contract documents, workers are required to have successfully completed a 40 hour HAZWOPER course. **Will HAZWOPER workers be required for all work? Including scaffolding erection?**

Answer: Attachment points that require the Glass Panel or Aluminum Panel removal shall require the use of Negative Pressure Tent Enclosures per the NYSDOL Variance Decision Amendment to File No. 05-0427 approved procedures, as these activities will create a large opening to the exterior.

Attachment points that require the Aluminum Panel removal shall require the use of Interior and Exterior (unless relief from requirement for exterior tent is granted from Regulators based on pilot study) Negative Pressure Tent Enclosures per the NYSDOL Variance Decision Amendment to File No. 05-0427 approved procedures, as these activities will create a large opening to the exterior. For this Scaffold Bid, bidders shall provide on the Bid Form a line item Deduct should the requirement for Exterior Negative Tent Enclosures be eliminated.

Tie-ins requiring small penetrations (less than six inch diameter) per NYSDOL Variance Decision Amendment to File No. 05-0427 do not require the use of exterior tents. The current Variance language does not clearly address the limited incidental disturbance of interior materials to gain access for tie-ins. Our belief is that limited incidental disturbance of materials to gain access for tie-ins will be permitted utilizing appropriate controls including use of a polyethylene drop cloth under the work area, manual removal methods, wetting impacted materials prior to and during removal, the use of HEPA filtered localized ventilation during work, etc. If attachment points are to structural steel or impact the underside of the concrete floor deck, we believe a 1 square foot area of fireproofing may be removed at the attachment point, following the same protocols with addition of

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local ventilation (vacuum) used at the point of removal. A clarification request shall be prepared by TRC and presented to the NYSDOL for approval.

The Base Bid Price shall reflect the bid price for use of interior negative pressure tent enclosures at each tie-in location. Bidders shall additionally provide on the Bid Form a line item Deduct for the elimination of the requirement for Interior Negative Pressure Tent Enclosures for tie-ins requiring small penetrations.

All personnel working on the site will require 2-Hour Asbestos Awareness Training at a minimum. Personnel performing ACM Disturbing activities will require NY State Allied Trades Certification. Personnel performing ACM Removals will require 40-Hour HAZWOPER training and 40 Hour Asbestos Handler Certification from NY State and NY City.

20. General Conditions, page 11, item 7 Compensation for Extra Work identifies that Extra Work is subject to actual net cost in money of the labor and materials required for such Extra Work plus fifteen percent (15%) for such net cost for all overhead, profit and general conditions (including bond and insurance). With General Liability Insurance costs at over 5% and bond costs around 2% this will net an overhead and profit of 8%. Management and oversight for additional work, including accounting for a myriad of materials, required to perform abatement work, could easily absorb this amount, requiring that we perform this work at no profit, or , potentially, a negative profit. If insurance includes worker's comp (Safeway's rate is 29%), and there is nothing in this document to believe that it does not, we will run a negative profit and have to PAY to perform any extra work encountered. **Is this the Intent? Can this be changed, at minimum, to not include bond and insurance costs? Will the Allowances, currently identified in the Bid Form, be subject to these stipulations and requirements?**

Answer: See revisions to Article 7 of the General Conditions included with this addendum. Compensation for Extra Work billed against Allowances will not require Bond and Insurance increases as the allowances are factored into the Lump Sum Amount.

21. General Conditions, page 15, item 8 Payments. **Can frequency of billing be reduced to bi-monthly?**

Answer: No.

22. Documents for review by the LMDC. **Which agencies and authorities, besides the LMDC, URS, and TRC, will review document submissions for this project?**



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Answer: Documents will be submitted to LMDC and its agents and contractors and reviewed by all appropriate Governmental Authorities. Refer to the Contract Documents for submission requirements.

23. Exterior façade cleaning – how should the existing plywood currently used to seal openings in the building be cleaned and treated?

Answer: Refer to Question 17.

24. Exterior façade cleaning – per the DEP Protocol run-off water from the exterior of the building during washing is not permitted. Is the contractor required to collect rain water from the same surfaces during the exterior façade cleaning process?

Answer: Refer to Question 17.

25. In Table 2-1 (Activity Hazard Analysis) of the Project Specific HASP, no mention is made of scaffold erection, therefore, no PPE level is indicated. What level of PPE is required for scaffold erectors?

Answer: Per the LMDC HASP dated June 13, 2005, it is anticipated that exterior scaffold erectors who are on a clean scaffold and do not enter a restricted abatement work area shall be in Level “D” PPE. Individuals inside the building or working in a restricted exterior abatement work area (i.e. netting removal or tie-in activities), shall be in Level “C” PPE. The requirements for these levels of PPE are set forth in the LMDC HASP.

26. Interior abatement was not required to drill holes for a tie-in requiring small penetrations through the curtain wall. In the event that after the contractor has drilled and sealed the holes, the final interior connection points for the scaffold require disturbance or removal of material contaminated with WTC dust where the quantity exceeds 10 square feet on any given floor, will engineering controls be required?

Answer: Refer to Question 19.

27. Project Specific HASP Section 2.6.1 – If air monitoring results indicate that a lesser level of protection would be feasible, would the contractor be allowed to down grade from PAPR to full face or half face respirator during Phase I removal activities?

Answer: Yes for exterior work, Refer to revised HASP Dated 6/13/05.

28. Invitation to Bid, Page 3, all proposals are to be labeled with the LMDC Project Number. What is project number?

Answer: Proposals are not required to have the LMDC project number.

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29. Bid Form. What is the required bid validity: 60 days, Bid Form Page 1, 90 days, 120 days? (Bid Form Page 8).

Answer: Refer to Question 1.

30. Bid Form. Unit prices are subject to negotiations – up until when? (Page 5).

Answer: Unit prices are subject to negotiations prior to Contract execution. Unit Prices will remain in effect for the length of the contract.

31. Bid Form. Do all companies that have previously been approved by LMDC have to resubmit an SBBQ? (Page 7).

Answer: Yes.

32. Team Structure Schedule – does this apply to the Scaffold Contractor? Are we required to submit a team of 17 people or a team that we believe can do the job?

Answer: Refer to Question 2.

33. Trade Agreement. Per the Item 2, Priority of Documents and Item 2, The Work, documents yet to be issued and approved shall become Legal Requirements of the contract. Please confirm that any impact of such documents will fall under the terms per the definition of Excusable Delay, and legal Requirements under General Conditions.

Answer: As provided in Article 12 of the General Conditions and the definition of Excusable Delays in Article 1 of the General Conditions, changes in Legal Requirements after the signing of the Contract resulting in a delay of the Erection Completion Date would be considered an Excusable Delay and, provided Contractor satisfies the requirements of Article 12 as to both documentation and proof of entitlement, would entitle Contractor to an extension of time. The definition of Legal Requirements in Article 1 of the General Conditions includes the Deconstruction Plan and variances issued by Governmental Authorities.

34. Trade Agreement. Under Item 4 Lump Sum and Page 15 of General Conditions, no time commitment for review and payment of invoices is provided. What will be the LMDC's time for review time and time for payment after approval following receipt of application for payment?

Answer: As provided in Article 8 of the General Conditions, five (5) Work Days before submitting its requisition, Contractor shall submit to LMDC a "pencil draft" of such requisition with as much detail as possible and LMDC shall provide Contractor with LMDC's comments to the "pencil draft". Within ten (10) Work Days after submission of the final requisition, LMDC will either approve or



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disapprove (in whole or in part) the requisition. LMDC shall pay Contractor the undisputed sums determined by LMDC to be properly due and payable to Contractor, minus, however, retainage in the amount of five percent (5%) of such sum and minus all prior advances and payments to Contractor or for Contractor's account, within thirty days after LMDC has approved the respective requisition covering such sums.

35. Trade Agreement. Item 6, Time for completion, is given as a date certain. Please confirm that the time for completion will be extended in accordance with delays in awarding the contract.

Answer: No. The Erection Completion Date will be finalized at the time the Contract is signed and extensions of time will be granted only for Excusable Delays and in accordance with Article 12 of the General Conditions.

36. Trade Agreement. Schedule of Values – Annex “2” – Will the Schedule of Values be approved at Contract Signing?

Answer: Yes. .

37. Trade Agreement. Under Contract Assumptions, Annex “5” The Contractor assumes the risk of delays of Governmental Authorities. This is in conflict with Excusable Delays per definitions contained in General Conditions.

Answer: The provisions are not in conflict. The Contractor assumes the risk of such delays, but will be entitled to extensions of time (but no compensation) for Excusable Delays due to delays caused by Governmental Authorities resulting in a delay in the Erection Completion Date and which is unrelated to a failure to perform by Contractor, provided that Contractor satisfies the requirements of Article 12 as to both documentation and proof of entitlement.

38. Trade Agreement. Under contract Assumptions, Items 4 and 5 – use of elevators – elevator operators? Maintenance of elevators? Electrical System maintenance? Please clarify who will be responsible for maintenance of the building electrical systems, plumbing, elevators, and the costs for consumption of electricity and water? If the Contractor is to be responsible, what are the current costs for utilities at 130 Liberty Street.

Answer: LMDC will maintain all utilities with exception of Building elevators. For Elevators refer to Question 4.

39. Trade Agreement. Under Contract Assumptions, Item 9, please confirm that permission from the LMDC to submit any additional variances will not be unreasonably withheld.

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Answer: Contractor must submit an outline for any proposed variances with the Technical Approach at the time of Bid Submission, subject to LMDC Approval. Any such additional variances, shall in no way impact the completion schedule, including review time, rejections, resubmissions, etc. for same. LMDC strongly recommends adhering to the variance in place.

40. Scope of Work Annex 6 Page 1 "Chemicals of Potential Concern" should be "Contaminants of Potential Concern".

Answer: Yes, all references to "Chemicals of Potential Concern" in the contract documents should be changed to read "Contaminants of Potential Concern".

41. In Annex 6, within the standard procedures, multiple references are made to using remote decons with the tent enclosures, but in the variance decision, it clearly states that when disturbing 10 square feet of WTC dust, attached decons must be used. Given that all surfaces inside and outside the structure are considered contaminated with WTC dust, it would appear that all tent enclosures would need attached decon units. Please advise.

Answer: Refer to Question 19.

42. Scope of Work Page 4 – Once all or any portion of the Draft Deconstruction Plan is approved by the applicable Government Authorities, the approved portion of the Draft Plan becomes one of the Legal Requirements applicable to this Project. Please confirm that this clause will be governed by the definitions of Legal Requirements and Excusable Delay per General Conditions.

Answer: Refer to Question 33.

43. Under Scope of Work, item C, Scaffold and Hoist Access points – provide at all floors access points – Are these to be built and then sealed? Are the decon corridors to be inside the building or on the scaffold? Would these not cause a potential dead end preventing access to the stair towers if they are located on the scaffold? Schedule B, page 1 indicates that these will be outside the building.

Answer: Scaffolding Contractor will **not** be responsible for providing access points to the building from the scaffold but shall be responsible for access from the Hoist. Hoist Access Vestibules (formerly identified as Asbestos Decontamination Vestibules) shall be installed in the building at every floor. These vestibules will serve as cleaned access points into the building from the hoist at each floor. Each Hoist Access Vestibule shall be the full floor height from the top of slab to bottom of deck, wide as the width of both hoist cars and extend into the Building twenty five (25) feet from the edge of the concrete floor slab. These areas shall be created following the NYSDOL Variance Decision Amendment to File No. 05-0427 approved procedure "Establishing and Releasing a Cleaned Area within the Contaminated Building utilizing Interior Negative



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Pressure Tent Enclosures". Subsequent to removal of the curtain wall creating the opening to the exterior, a properly constructed isolation barrier, including framed plywood, shall be installed along the perimeter of the cleaned Hoist Access Vestibule. Upon removal of the curtain wall, a weather-tight framed ¾" exterior grade plywood operable door with a self closing hinge must be constructed so as to protect the Hoist Access Vestibule from the elements.

44. Scope of Work, Page 4 – All costs to relocate the connection points for the hoist and scaffold required for demolition will be the responsibility of the scaffold contractor? The demolition contractor's plan is not known at this time. The Demolition Contractor should be advised that he is responsible for the as built condition or given copies of the hoist and scaffold drawings for pricing purposes. Please confirm.

Answer: Modifications to connection points (and associated costs) are responsibility of the Deconstruction Contractor.

45. Scope of Work, Page 4 – Alterations: Dismantling and final cleaning of the scaffold will be the responsibility of the demolition contractor. Will the demolition contractor provide the crane service to load the scaffold?

Answer: Scaffold components will be lowered to the ground level by the Deconstruction Contractor. Scaffolding Contractor will be responsible for loading scaffold components and removing from site.

46. Scope of Work Page 4 – Alterations: Why is the scaffold contractor responsible for alterations and dismantling of the hoist? Who is responsible for hoist maintenance and operation? The liability for the hoist appears to be split. Will hoist maintenance be performed during normal hours or overtime hours? Will hoist jump down occur on normal working hours or on overtime hours?

Answer: Deconstruction Contractor is responsible for Maintenance and Operation of the hoist after transfer and acceptance. For purposes of the bid, hoist jump down will occur on non-normal working hours so as not to impact the Deconstruction Contractor, and shall be performed within 48Hour notice to Scaffolding Contractor from Deconstruction Contractor.

47. Scope of Work, Page 5, item h, the deconstruction contractor is responsible for the cleaning and dismantling of the scaffold. Who is responsible for cleaning of the hoist? If so, is it anticipated that the cleaning will have to be done by Asbestos Workers?

Answer: Scaffolding Contractor shall clean and dismantle the hoist. Personnel performing this work do not require Asbestos Certification..

48. What are Specifications Volume I and II? (SOW Page 5).

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Answer: Volumes I and II are not part of this Contract. Delete all references to Volumes I and II.

49. Scope of Work, Page 6 – Any and all associated costs for after hours work, including Owner's and Stewards, Inspectors, etc. will be borne by the Scaffolding Contractor. Since overtime work is expected to achieve the schedule, please provide a schedule of costs for Owner and Owner's Authorized Representatives expenses that will apply to overtime work.

Answer: LMDC will be responsible for overtime costs associated with Owner and Owner's Authorized Representatives. Scaffold Contractor will be responsible for all others.

50. Scope of Work, Page 7 – Contractor is responsible for MTA Influence Line Plan. MTA will not approve plan without an environmental plan. Will LMDC submit and be responsible for Environmental Plan? Who will be responsible for air monitoring around the vents as previously requested by MTA.

Answer: Environmental plan has been prepared by LMDC and is in place. Scaffolding Contractor is responsible for providing MTA Influence Line Plan as it relates to the Scope of Work.

51. Item 5, Site Security? Does this requirement include security guards? For what period of time is the Scaffold Contractor responsible for Site Security.

Answer: Scaffolding Contractor is not responsible for Site Security, only security to protect its own Work and storage facilities.

52. Under Other Contracts: LMDC may award separate contracts for Site Security, Decon, Close-in at lower levels, Elevators & Utilities. If they don't who is responsible?

Answer: LMDC is responsible for Site Security, maintenance of existing Decon, Close-in at lower levels, and Utilities. For Elevator responsibility refer to Question 4.

53. Under Work Restrictions, Item B, Holidays, September 11 to be added.

Answer: Yes.

54. Under Work Restrictions, Work Moratorium – School Testing Days. Please define the number of testing days and what limits will be imposed.

Answer: Contractor is to assume three (3) testing days when all Work operations will not be allowed.



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55. Item 3.1 Protection, Item A .3b. One Stair Tower per elevation. One opening required per stair tower per elevation. Does this mean you require 190 openings – one per elevation per stair tower, plus one opening per floor for the hoist, for a total 5 per floor times 38 floors 190 openings.

Answer: Refer to Question 43.

56. Item 3.1 Protection, Item A.3g, Daily inspection of scaffold. Will Demolition Contractor take over daily inspections on completion date (31 October 2005)?

Answer: Deconstruction Contractor will be responsible for daily inspections upon transfer and acceptance of scaffold.

57. Electrical Service to Scaffold and for other work. It is not clear who is responsible for lighting of scaffolding, bridges and stair towers. Please clarify.

Answer: Scaffolding Contractor shall provide lighting for stair towers and bridging in accordance with all applicable Specifications, codes and Legal Requirements. Scaffolding Contractor is responsible for providing lighting on scaffolding in order to maintain a safe work environment if performing work at night. Scaffolding Contractor is responsible for maintaining sidewalk bridging lighting until dismantle of sidewalk bridging. Scaffolding Contractor is responsible for maintaining stair tower lighting until transfer to and acceptance of scaffold by Deconstruction Contractor.

58. Are string lights required on the scaffold on every level on all four elevations?

Answer: Refer to Question 57.

59. Item C, Page 16, Once tent enclosure work area preparation has been completed and abatement activities commence on a daily basis and per work shift, one air sample shall be collected within the tent enclosure entrance/ exit and exterior to the tent as required. Who will be responsible for taking the samples?

Answer: Contractor is responsible for OSHA personal monitoring. Scaffolding Contractor is not responsible for 3<sup>rd</sup> Party Air Monitoring.

60. Item C, Page 16, clearance air sampling will be conducted inside the tent, prior to removal. Who will conduct the clearance air sampling inside the tent, prior to removal? Besides asbestos will the clearance sampling also include the COPC's?

Answer: Refer to Question 59. Clearance will not include COPC's for scaffold related work.

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61. Item B, Page 15, The Lump Sum includes all costs for scaffolding, hoist and Sidewalk Bridging on the project. Please advise if the sidewalk bridging installed under the direction of the LMDC in front of the firehouse on Liberty and Greenwich and extended on the east side of Greenwich Street to Thames, have to be maintained for the duration of the project.

Answer: These sidewalk bridges are outside of the Scaffolding Contractor's Scope of Work.

62. Item D. Page 15, Scaffold, Hoist, and Sidewalk Bridging system to be designed by a New York State Licensed Professional Engineer, meeting all local, State, and Federal Guidelines. Contractor is to be ready for mobilization and preparation for all pre-construction activities including erection of pipe scaffolding, hoist(s), and sidewalk bridging upon Notice to Award. (Require MTA Influence Line Approval). This work will have to be done prior to award and prior to LMDC approval of the Engineer. Please confirm.

Answer: Contractor is required to submit their proposed Professional Engineer at time of Bid submission with SBBQ. LMDC will endeavor to expedite the approval process.

63. Item 3.3 Exterior Building Washdown, Page 17, what is meant by North Face ground level area to be cleaned in accordance with NYCDEP WTC dust/residue & façade cleaning procedure.

Answer: Refer to Question 17.

64. Exterior washing – what about cleaning of damaged louvers? Are they to be removed? What about sealing of opened louvers such as on the 39<sup>th</sup> floor?

Answer: Refer to Question 17.

65. As a point of clarification, will the ambient air monitoring be performed by others?

Answer: Refer to Question 59.

66. What level of P(P)E will be required for worker protection while working on the scaffold? Will three (3) protective suits be required as previously mandated by the DOL.

Answer: Refer to the environmental requirements of Annex 6 and the Revised HASP dated 6/13/05. Current DOL Variances as attached to the Contract Documents do not require wearing Three (3) protective suits.



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67. Page 5, Specification – Reference to Division 1 Specifications not provided. Will this be provided prior to bidding?

Answer: This was an error in the document which is being clarified as part of this Addendum. See the definition of Specifications in the Trade Agreement..

68. Access to Records, Ownership of Documents, will rights to and ownership of documents transfer to the LMDC on receipt of payment for same.

Answer: At all times, LMDC owns the rights to all Books and Records, as set forth in Article 3 of the General Conditions. This right is not conditioned on payment to Contractor.

69. Page 15, LMDC shall pay Contractor the sum determined to be due by the LMDC. What will be the means by which the LMDC will determine the amounts due to the Contractor?

Answer: LMDC shall determine the amounts due Contractor by reviewing the Contractor's requisitions for compliance with the Contract Documents and by monitoring the Contractor's Work for conformance with the Contract Documents. Refer to Article 8 of the General Conditions.

70. Insurance Requirements, Schedule I, Railroad Protective Insurance is not listed as a requirement. We believe that this will be requirement for MTA approval of influence line. Please confirm.

Answer: If additional insurance coverages were required by the Metropolitan Transit Authority ("MTA") or any other Governmental Authority, this would be considered a Legal Requirement and Contractor would therefore be required to obtain such coverage. Contractor would be responsible for confirming whether railroad protective insurance is required by the MTA for its approval of any of Contractor's plans.

**Schedule B**

71. Page 1, Does the Professional Engineer have to be pre-approved by LMDC – SBBQ? How long will it take for approval? Are previously submitted and approved SBBQ's still valid?

Answer: Refer to Questions 62 and 31.

72. What does it mean by prepare and level North Plaza at Cellar Level? What about support required for retaining walls that currently exists. Steel frames and mounded up earth?

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Answer: Contractor is not permitted to backfill the North Plaza Area. All references to preparing and leveling the North Plaza elsewhere in the contract documents should be deleted.

73. What Codes apply – NYC DOB or NYSDOL or both?

Answer: All applicable Codes and Legal Requirements apply including those of the City, State and Federal government.

74. Will a partial demolition permit have to be filed if the project comes under NYC DOB. Who will be responsible for filing fees?

Answer: Contractor is responsible for application, filing, signing and sealing of all applicable Permits, including the ACP 7.

75. I can not locate the indemnity provision in the contract.

Answer: Refer to Article 31 of the General Conditions.

76. Is it safe to assume that there will be 10% retainage on this project?

Answer: Retainage for this Contract is 5%. Refer to Article 8 of the General Conditions.

77. Do we have to remove column covers to install hoist and scaffold?

Answer: If the contractor's design includes the removal of column covers for his anchorage, all column covers will need to be removed under a tented ACM procedure. It is recommended that anchorage be designed to avoid removal of the column covers, and/or impacting Column Cover factory installed ACM Caulking.

78. How close to the building face should the scaffold be erected?

Answer: Scaffold is to be erected so that the working platforms are able to provide access to the building façade (all faces including column covers) in a safe and efficient manner and to comply with all applicable Codes and Legal Requirements. Bicycles and planking are to be provided at the working platforms at all faces of the building including column covers, so that the scaffold frame is set back from the building facade.

79. Annex 6 Page 2, 2<sup>nd</sup> Paragraph. Is mold a responsibility of this contract.

Answer: Mold impacted materials may be encountered within the Building. When mold/fungi are impacted during hoist/scaffold tie-ins, procedures for removal and disposal of impacted materials are addressed concurrently with



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Asbestos Abatement protocols. Required Level "C" PPE provides adequate personnel protection for the Scaffolding Contractor personnel.

80. Annex 6, Page 4, 1C. Please specify the specifications of the Vestibules.

Answer: Refer to Question 43.

81. Annex 6, Page 4, 1D. If the tie locations on our plan are approved, there is no reason for same to (be) relocated. Should we put in an allowance for deconstruction contractors relocation requests? How do we quantify?

Answer: Refer to Question 44.

82. Annex 6, Page 4. What "Alterations to the Hoist" are being anticipated here?

Answer: Relocation of tie-ins to facilitate the Building Deconstruction, and dismantling/ "jump down" of the Hoist.

83. Annex 6, Page 5. Do sidewalks have to remain open to pedestrian traffic? Can SWB be removed and sidewalk closures received for Greenwich and Albany Streets in the interest of safety and structural integrity? Street closures?

Answer: For the purposes of the bid, Contractor should assume that sidewalk/ street closure permits will not be granted.

84. Annex 6, Page 5. What is anticipated/ contemplated by "maintain safety of all building façade components"? What is this contractor's responsibility?

Refer to Question 7.

85. Annex 6, Page 5, 1o. Is there something specific in mind with this paragraph, or is it meant to be an area that value should be attributed to as an allowance?

Answer: No value should be attributed to this paragraph as an allowance.

86. Annex 6, Page 6. How much per hour should be figured for OT?

Answer: Refer to Question 49.

87. Annex 6, Page 6. Who is responsible for after hours work permits and weekend if required? Will these be readily given?

Answer: Contractor is responsible for obtaining all permits. Refer to Annex 6, Page 10, Section 1.7A and Question 49.

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88. Annex 6, Page 7. Is there specific MTA Insurance Requirements? Are they additional to what is specified in insurance documents?

Answer: Refer to Question 70.

89. Trade Agreement, Page 1, 8<sup>th</sup> Paragraph. Weather must be accounted for, is it an "excusable delay"?

Answer: See definition of Excusable Delay in Article 1 of the General Conditions, particularly items (a) and (b) in such definition.

90. Trade Agreement, Page 1, 9<sup>th</sup> Paragraph. "All conditions Risk". Please explain how this effects this contract.

Answer: The Contract Documents, particularly Annex "5" to the Trade Agreement and Article 31 of the General Conditions, places upon Contractor the risk of all Project Site conditions in connection with Contractor's scope of Work. If the effect of this language is unclear to you, you should discuss it with your legal counsel.

91. Annex 5, Page 1, item 1. Assumption of risk of excursions/ exceedences. What does this mean to the contract?

Answer: The Contract Documents, particularly Annex "5" to the Trade Agreement and Article 31 of the General Conditions, places upon Contractor the risk of any potential ACM, Hazardous Materials or COPC excursions or exceedences occurring during the Project. If the effect of this language is unclear to you, you should discuss it with your legal counsel.

92. Annex 5, Page 1, item 2. Assumption of risk regulatory agencies. What does this mean to the contract?

Answer: The Contract Documents, particularly Annex "5" to the Trade Agreement and Article 31 of the General Conditions, places upon Contractor the risk of any and all regulatory and other Governmental Authority delays during the Project. If the effect of this language is unclear to you, you should discuss it with your legal counsel.

93. Annex 5, Page 1, item 5. Accepts building condition. Will building accept scaffold loads?

Answer: Contractor is responsible to determine this answer in his engineered design.

94. Annex 5, Page 2, item 8. Accepts Risk of time Delays. How will this be quantified?



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Answer: Article 12 of the General Conditions provides how extensions of time may be granted for time delays. Contractor assumes the risk of costs associated with time delays.

95. Scope of Work Page 5, item 1m. Maintain façade, glass and curtainwall. What if there is a storm?

Answer: Refer to Question 7.

96. Scope of Work Page 7, Items 3 & 4. Labor harmony and temp. facilities. How is this to be handled by this contractor?

Answer: Item 3 refers to Contractor's own temporary facilities. Contractor is responsible for maintaining labor harmony on the project.

97. Scope of Work, Page 12, item 9. Lighting on staging areas? By who? Is this only if required?

Answer: Contractor is responsible to provide lighting if required to maintain a safe working environment in accordance with all applicable Specifications, codes and Legal Requirements.

98. Scope of Work Pages 13/14, Item 19. What is by us?

Answer: Scaffolding Contractor is responsible for all requirements of this section.

99. Scope of Work Page 15, Item C. "Other Loads", enclosure loads.

Answer: Question is unclear.

100. What permitting is required?

Answer: Refer to Question 74.

101. Snow removal? What does this contract require?

Answer: Scaffolding Contractor is responsible for snow removal to facilitate his own work. Scaffolding Contractor is not responsible to maintain the site in terms of snow removal.

102. Temporary heat? What does this contract require?

Answer: Scaffolding Contractor is responsible for temporary heat to facilitate his own work.

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103. What is applicable tax on the work of this Contract?

Answer: Refer to Article 4 of the General Conditions.

104. Is weather an excusable delay?

Answer: Refer to Question 89.

105. For needle beam and/ or other connections, can floor be penetrated? Does underside of the slab need to be abated (fireroofing over spray etc.)?

Answer: Refer to Question 19.

106. Can spot abatement for fireproofing be performed without full tenting at columns and floor (less than 10 SF). See 10 of 1 #46, 2 of 3 #11.

Answer: Refer to Question 19.

107. During façade clean-up is all H2O required to be collected and stored off site, or can it be filtered and disposed in an approved drain location?

Answer: Refer to Question 17.

108. Who pays for "independent NYSDOC licensed third Party Air Monitoring Firm with certified workers"?

Answer: Refer to Question 59.

109. Roof Clean-up 1 of 3 #1 allows H2O to be collected, filtered and discharged into the drain/ sewer as applicable, can this be used as method for façade cleaning as well?

Refer to Question 17.

110. Will Owner provide all life safety (stand pipes), electrical/plumbing/ lighting etc. at each floor level to be "tapped into by this contractor?

Answer: Yes.

111. Is there specific MTA insurance required in addition to the insurance specified?

Answer: Refer to Question 70.



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112. Page 4C Vestibules – Please clarify specification of asbestos decontamination vestibule at hoist entry point including wet or dry, size, power & light, negative air, etc?

Answer: Refer to Question 43.

113. Quantify owner's cost for additional hours of work.

Answer: Refer to Question 49.

114. Under what circumstances is schedule allowed to slip ie. Spot abatement variance is not granted, mold is found in drywall enclosures of columns, etc.

Answer: Refer to definition of Excusable Delays in Article 1 of the General Conditions, and refer also to Article 12 of the General Conditions.

115. What does REP/ RFQ (Title) mean?

Answer: Request for Proposal/ Request for Quote.

116. Must the scaffold contractor be the prime?

Answer: Yes, in a non-Joint Venture scenario, the Scaffolding Contractor must be the prime.

117. How far must the platforms at 14 and 27 protrude from the building face?

Answer: Refer to Question 12.

118. Must the scaffolding be designed to support a monorflex enclosure?

Answer: Monorflex enclosures are not anticipated at column enclosure locations. Refer to Question 15.

119. Is the scaffolding to be enclosed in the monorflex and who installs it?

Answer: No. Refer to Question 15.

120. Who installs the Negative Pressure Test Enclosures.

Answer: Refer to Question 19.

121. Schedule B, Page 1. What does "prepare and level north plaza at cellar Level B" mean?

Answer: Refer to Question 72.

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122. Schedule B, Page 2. What does "Temporary Heat as required" mean?

Answer: Refer to Question 102.

123. Schedule B, Page 2. What does snow removal mean?

Answer: Refer to Question 101.

124. Must the prime contractor excavate?

Answer: Refer to Question 72.

125. Please clarify 3.3F – Security Services Requirement.

Answer: Refer to Question 51.

126. After the Scaffold is erected who pays for the guard service.

Answer: Refer to Question 51.

127. Is a fence required around the entire site? How high and what type?

Answer: Refer to Annex 6, 3.1, A. 12 for Fencing Requirements.

128. Is temporary lighting required on scaffold?

Answer: Refer to Question 57.

129. Please supply list of bidders.

Answer: Refer to Pre-Bid Conference Sign-In Sheet attached to this addendum and also posted on the LMDC Website.

130. How many access points must be made into the building?

Answer: Refer to Question 43.

131. Any alteration to the scaffold should be made by the scaffold contractor Not the deconstruction contractor.

Answer: Refer to Question 44.

132. Can the existing nets be removed using hung rigs?

Answer: No.



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133. Is the owner (LMDC) installing and providing the lighting for the stair towers?

Answer: Refer to Question 57.

134. Are top rails, mid rails and toe boards required inside and outside of scaffold?  
And only on the nine planked levels?

Answer: All applicable Specifications, codes and Legal Requirements must be adhered to, including OSHA requirements for fall protection at the nine planked levels.

135. Are sidearms required?

Answer: Refer to Question 78.

136. Why should contractor assume the risk of all regulatory and governmental delays?

Answer: This is an essential element of the contract for which LMDC is seeking proposals.

137. What are the costs of existing utilities?

Answer: Refer to Question 38.

138. What would be any overtime costs be for the owners and owners reps?

Answer: Refer to Question 49.

139. Why does the deconstruction contractor have the right to direct our work.

Answer: Only in terms of Hoist breakdown and removal of scaffold from site. Refer to Question 46 and revised Annex 6 provided with this addendum. All other references in the Contract Documents in terms of the Scaffolding Contractor being Subordinate to the Deconstruction Contractor are hereby deleted.

140. How is this job going to be funded? No surety will entertain a bond or provide insurance without written confirmation.

Answer: This is in Section I (General Information) of the Invitation to Bid.

141. Who is the interim arbitrator specified in the contract?

Answer: See definition of "Interim Arbitrator" in Article 1 of the General Conditions.

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142. It appears that encapsulation is not for the entire building but only the upper floors, why? With the amount of asbestos and mold what makes LMDC think that these pollutants would not escape on the open floors especially when the deconstruction contractor is on the site?

Answer: Refer to Question 19.

143. How is the water to be contained when the building is washed? Obviously, since September 11, there have been many rainfalls, how were the rain runoffs contained?

Answer: Refer to Question 17.

144. Who provides the fire protection and site safety?

Answer: Scaffolding Contractor is responsible for fire protection and site safety as it relates to its Work in accordance with the HASP, EAP, and all applicable codes and Legal Requirements.

145. If the hoist is damaged during demolition who pays for the repairs?

Answer: Refer to Question 46.

146. Annex 6, Page 6, item 2 "Contract Assumptions", sub-item 2 indicates that all work is to take place during normal working hours and that any and all associated costs for after hours work are the responsibility of the contractor. In order to meet the project schedule, additional work hours may be required. Please provide a value on a per hour basis for off hours, weekend and holiday time for additional costs to be borne by the contractor.

Answer: Refer to Question 49.

147. Will Owner provide all electrical, plumbing and fire standpipe utility service to each level of work for tapping into by contractor? Who will pay for utility cost usage?

Answer: Refer to Question 38.

148. What protocol has been established to perform spot abatement of the fireproofing material located on the existing columns, so that tie-ins for scaffolding can be attached? Is tent containment required for the removal of fireproofing that is less than 10 square feet at a single location?

Answer: Refer to Question 19.



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149. Can water from wash down operations be collected, filtered and disposed of in a sanitary drain, or does the water have to be collected for off-site disposal?

Answer: Refer to Question 17.

150. Can the sequencing of events be altered to meet Contractor's needs (i.e. remove netting, wash down building elevation, perform tie-in operations, erect scaffolding, etc.)?

Answer: Refer to Questions 17 and 132.

151. For needle beams and/ or other connections, can existing floor slab assembly be penetrated? If abatement of underside of slab assembly is required, is there a protocol to execute this work?

Answer: Refer to Question 19.

152. Is there a restriction as to how many holes (<6") can be drilled into curtain wall at a single scaffolding tie-in location without interior or exterior tent containments?

Answer: Although there is no current restriction, the intent is to minimize the amount of penetrations, in order to facilitate and maximize efficiency of the deconstruction process.

153. Provide requirements for the decontamination Vestibules that are to be constructed on every floor at the hoist or other entry points. Specifically provide the following –a) size and configuration of the vestibule; b)negative pressurization required?; c)Can these facilities be turned over to the Deconstruction Contractor after scaffolding erection is completed.

Answer: Refer to Question 43.

154. Will the existing decontamination facilities be available for contractor's use? If these facilities are available for contractor's use, will their location and configuration qualify as a remote Decon in accordance with the regulations?

Answer: Yes

155. If additional site specific variances are required above and beyond those obtained by June 23, 2005, what is the protocol and who is responsible to obtain subsequent variances and/ or amended variances? If subsequent variances affects project schedule what is protocol for amending schedule?

Answer: No additional variances are anticipated. Refer to the definition of Excusable Delays in the General Conditions and also refer to Article 12 of the General Conditions.

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156. Are existing emergency egress stairs and pathway to building exterior intact with operable lighting, doors and hardware? Who maintains these areas? If maintained by Contractor, when does maintenance period end?

Answer: LMDC will maintain until transfer to Deconstruction Contractor.

157. Are joint ventures allowed?

Answer: Yes, maximum of two entities, one must be a Scaffolding Contractor, and the other must be an Asbestos Abatement Contractor. ..

158. Existing sidewalk bridging, how is it moved or altered?

Answer: LMDC is responsible for removal of existing Sidewalk Bridging if necessitated by the Contractor's Scaffolding Plan, that shall be submitted with the Technical Approach with the Bid submission, subject to LMDC approval.

159. Is the site visit building walk thru scheduled for Monday June 13, 2005 mandatory?

Answer: No, only the June 8<sup>th</sup> pre-bid meeting was mandatory.