



ESSEX COUNTY OFFICE OF THE MANAGER

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Daniel L. Palmer
County Manager

Linda M. Wolf
Purchasing Agent

TO: All Bidders

FROM: Linda Wolf, CPA, Purchasing Agent

DATE: February 2, 2022

SUBJECT: Addendum #1 HOUSEHOLD HAZARDOUS WASTE COLLECTION

This Addendum, issued to bid document holders of record, indicates changes to the bid documents for the *Household Hazardous Waste Collection Bid Opening February 16, 2022*.

PLEASE see attached revised EXHIBIT C – INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS

PLEASE see the following QUESTIONS and ANSWERS:

QUESTION: Please provide the four most recent Invoices for these services.

ANSWER: The Tally is on the County Website for reference.

QUESTION: From the previous four events, what was the avg. number of cars per event?

ANSWER: In 2021 the average number of cars per event was 120 cars.

QUESTION: Historically, how many workers are expected to work each event?

ANSWER: It is the Contractors responsibility to determine the amount of workers needed to work each event.

QUESTION: What are the hours of operation for each event?

ANSWER: 8am - 1pm

QUESTION: How many locations are serviced each year? Please provide an address for each event location.

ANSWER: Typically four locations per year. Historically some events have occurred at various Town Highway Garages throughout the County: Cascade Road in North Elba, Racetrack Road in Ticonderoga, Joyce Road in Moriah, and Dump Road in North Hudson as well as Essex County DPW, 8053 Route 9 in Elizabethtown.

QUESTION: Please confirm if a performance or payment bond is required. If so, what is the amount?

ANSWER: A performance and payment bond are required.

QUESTION: Please clarify # of units/LB on the Historical Collection Table. What waste streams, if any, are listed by the pound?

ANSWER: Previous contractors have not listed any units "by the Pound"

QUESTION: On the price table for "propane Tank," does this refer to BBQ propane tanks or all propane cylinders?

ANSWER: Previous collections have had propane tanks from the small 16oz camping size to 40# and 100# tanks but most were the 20# barbeque grill size.

QUESTION: In the section "NON-Acceptable Waste" Used Oil and Batteries are listed. However, the price table shows a description for Bulk Oil and Batteries. Is the awarded contractor expected to service these items?

ANSWER: The last contractor did service bulk oil and batteries, if bidder will not be servicing these items mark appropriately on bid form.

QUESTION: Historically, what has been done to fulfill the air monitoring requirement?

ANSWER: Contractor has determined "means and methods" to be in compliance.

END OF ADDENDUM # 1

EXHIBIT C

INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

- ★ **Commercial General Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
- ★ **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- ★ **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- ★ **Owners & Contractors Protective Liability Insurance**
\$2,000,000 per occurrence / \$2,000,000 aggregate.
- ★ **Excess/Umbrella Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate.
- ★ **Pollution Liability/Environmental Impairment Liability**
\$1,000,000 each occurrence or per claim / \$2,000,000 annual aggregate

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as:

- (a) an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) a named insured on the Owners & Contractors Protective Liability Insurance Policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- ★ be from an A.M. Best rated "A" New York State licensed insurer; and
- ★ contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

X. All Contractors Subcontractors shall comply with these provisions and shall list the County as additional insured on a primary and non-contributory basis.