

BID Addendum No. 3

March 15, 2021

Bedford Fire Headquarters
550 Old Post Road
Bedford, NY 10506

Note: *This addendum forms a part of the Contract Documents for the above project and modifies it with amendments and additions noted below.*

Acknowledge receipt of this addenda in the space provided in the bid form. Failure to do so may disqualify the Bidder.

REVISIONS TO THE PROJECT SPECIFICATIONS:

DIVISION 00

1. SECTION 000110 – TABLE OF CONTENTS - Add SECTION 004518 – HOLD HARMLESS AGREEMENT
2. SECTION 002113 – INSTRUCTIONS TO BIDDERS – 4.3.1.4.3 – The attached Hold Harmless Form is to be signed and included with bid.

DIVISION 01

1. SECTION 011000 – SUMMARY OF WORK – Sitework Contractor Add Special Note # 13 - After clearing, grubbing and removals as per geotechnical report, the Sitework contractor will grade, compact and proof roll the building foot print to 5' outside to an elevation of 372.0' before his turning over the area to the General Work Contractor.
2. SECTION 011000 – SUMMARY OF WORK 1.4 – Sitework Contractor Add Special Note # 14 - "The New York State Department of Transportation (NYSDOT) Commercial Access Highway Work Permit application and approval process consists of three (3) stages, Stage 1: Initial Proposal Review; Stage 2: Design Review and Stage 3: Final Submission Review. The application form is known as PERM 33-COM and is available on the NYSDOT's website for further information. As the application moves through the approval process, the NYSDOT Regional Permit Coordinator (RPC) notifies the applicant when each submission is complete and ready to move to the next stage for review. To date, the Bedford Village Fire District (District) has completed Stages 1 and 2 and the RPC has notified the District that Stage 3 can be submitted. At this time, the NYSDOT's technical review of the plans is complete and no further comments regarding the design are anticipated.
Following contract award, the District will complete and submit the Stage 3 application to the NYSDOT; however, the Sitework contractor shall be responsible for providing all

required insurances and bonds for submission to the NYSDOT, including General Liability Insurance, Workers' Compensation Insurance and Disability Benefits Coverage, and the Performance Security (bond amount to be as required by DOT), plus DOT inspection fees, if any. Additional information and forms can be found on the PERM 33-COM application."

3. SECTION 011000 - SUMMARY OF WORK 1.18 Item # 32. 3rd line revise: "General Work Contractor # 1" to "General Work Contractor # 2".

DIVISION 07

SECTION 074600 – SIDING AND TRIM

2.1 SIDING; – Delete and replace with the following:

2.1 SIDING

- A. Fiber-Cement Plank Siding: Siding made from fiber-cement board that does not contain asbestos fibers; complies with ASTM C 1186, Type A, Grade II; is classified as noncombustible when tested according to ASTM E 136; and has a flame-spread index of 25 or less when tested according to ASTM E 84.
 1. Basis-of-Design Product: Provide Premium Plank Siding manufactured by Nichiha Inc. or equal by one of the following:
 - a. Cemplank, Inc.
 - b. CertainTeed Corp
 - c. Allura
 - d. James Hardie
 2. Board Pattern: Savannah Smooth Lap Siding by Nichiha Inc.
 3. Size: 1/2" thick x 8-1/4" w x 9'-4" long planks.
 4. Exposure: 7"
 5. Finish: Prime painted for field finishing.
- B. Fiber-Cement Board Siding: Siding made from fiber-cement board that does not contain asbestos fibers; complies with ASTM C 1186, Type A, Grade II; is classified as noncombustible when tested according to ASTM E 136; and has a flame-spread index of 25 or less when tested according to ASTM E 84.
 1. Basis-of-Design Product: Provide Nichipanel manufactured by Nichiha Inc. or equal by one of the following:
 - a. Cemplank, Inc.
 - b. CertainTeed Corp
 - c. Allura
 - d. James Hardie
 2. Board Pattern: Nichipanel smooth by Nichiha Inc.
 3. Panel Size: 4'-0" x 8'-0"
 3. Thickness: 5/16" thick.
 4. Exposure: 7"

5. Battens and Trim: Sizes as indicated on Drawings; match siding color and texture; HardiTrim in lengths required.
6. Finish: Prime painted for field finishing.

2.2 B – Delete and replace with the following:

- B. Trim and Soffit: Match material, color and texture of siding; provide in shapes and sizes indicated on drawings.
 1. Finish: Match adjacent siding.
 2. Provide non-vented smooth soffit panels 1/4" thick.
 3. Provide pre-primed fiber cement accent trims for locations as indicated on drawings.
 4. Provide crown molding trim where indicated on the Drawings; selected by Architect. Trim & Soffit panels shall be in sizes & configurations as indicated on the drawings as manufactured by Nichiha, Certainteed, Allura or equal.
 5. All corner boards and trim shall extend a minimum of " past the face of siding at it's furthest projection.

REVISIONS TO THE PROJECT DRAWINGS:

1. Drawing 4/21 – Delete the gas line from the propane tanks to the Future Storage Building. This will be handled by the owner.
2. Drawing S1.1- Delete drawing S1.1 in set and replace with the attached revised Drawing S1.1.
3. Drawing A2.1 – Change window type in Powder Room 102 (1 Unit); Stair ST-1; (1 Unit); Vestibule 107 (2 units) & Dispatch 108 (1 unit) to Window Type 'B'.
4. Drawing A2.2 – Add Note : Attic Pull Down Door will be part of base bid.
5. Drawing A2.5 - Window Schedule -Under Glazing Type delete Low E2 and replace with Low E3. (Glazing shall be as specified in 085413, 2.4, B – Low E3).
6. Drawings A3.1 & A3.2 – Elevation Material Schedule – Revise items as follows:
#4 – Change to read: Savannah Smooth Lap Siding by Nichiha or equal. (7" exposure).
#22: Delete Hardie Panel and replace with: Nichiha panel manufactured by Nichiha Inc. or equal.
7. Drawing A7.1 – Detail 5/A7.1 Add to note : Precast terrazzo tile at the stair landings will also be part of the Add Alternate for the second floor.
8. Drawing 8.1 – 8.4 – Change all references to "10 mil Stego wrap" to "15 mil Stego wrap" beneath slab on grade.

9. Drawing A8.1 – A8.4 – Delete 12" x 12' x 1-1/2" Washed Stone trench around building. Extend topsoil and seeding or mulching where indicated up to the foundation wall.
10. Drawing P2.1 – delete Note " " Underground gas piping to the future storage building, see site plan for continuation " (The gas piping to the future storage building by owner).
11. Drawing E1.1 – Delete the 2 (ea) EL-2 light fixtures from the center island
12. Drawing E1.1 – Delete the 4 (ea) EL-1 fixtures at the main entrance. Install the conduit and wiring as shown terminate into weathertight junction boxes, for owners future use.
13. Drawing E6.1 – Fixture Schedule EL-3 – see attached specification cut sheet SKE – 1 for the light poles to be provided and installed by electrician.
14. All Drawings: Wherever the manufacturer "Hardie or James Hardie" is listed on the drawings, replace with "Nichiha or equal".

REQUESTS FOR INFORMATION - INTERPRETATION:

1. Question: Please Clarify "3/4" G Underground to Future Shed Building" on North West of P2.1. On Site Plan 4 there is only the one (1) 1" gas pipe shown coming out of Proposed New Building to the Propane Tanks, there is no pipe shown on this Drawing between the Future Shed and Proposed New Building. Please advise if this 3/4" Underground gas Pipe shall be included in this contract and if it will be under the Plumbers Contract or Site Work Contract once greater than Five (5) feet away from Proposed New Building Exterior.

Response: Drawing P2.1 – delete Note " " Underground gas piping to the future storage building, see site plan for continuation " (The gas piping to the future storage building will be handled by the owner).

2. Question: The Hardie Plank Artisan Lap Siding has been discontinued.

Response: See revisions to SECTION 074600 – SIDING AND TRIM in this addenda

3. Drawing E6.1, please provide a detail complete with manufacturer name and part number that is to be used as a basis of design for the pole associated with light fixture type EL-3.

Response: See specification sheet added as part of this Addenda

4. The contract documents included specification section 271323 "Communications Optical Fiber Backbone Cabling" which describes fiber optic cable requirements; however, the drawings do not depict or imply any type of fiber cabling to be installed on this project. The only item that is shown is a communication conduit system with a drag line in for future. Was this specification section added by accident and the fiber is not part of this project?

Response: Fiber not currently part of contract and not indicated on Drawings

5. Deduct Alternate EC-2 Relates to connections for gear lockers. Please provide a layout for electrical requirements as nothing is shown on any electrical drawings.

Response: See Drawing E3.1 Note 6.

6. Drawing E0.2 note 18, is this note applicable, there are no 120 volts smoke or 120-volt carbon monoxide detectors shown, should this not be deleted?

Response: Note not applicable

7. Drawing E0.2 note 19, mentions requirements for ARC fault circuit breaker. Please advise which circuit breakers by panel name and circuit number are to be ARC fault or advise if this note should be deleted.

Response: Provide only if shown on panel schedules

8. Drawing E0.2 note 22, is this note applicable or should it be deleted?

Response: Not applicable. All work is new.

9. Drawing FA0.1 note 6, requires providing a mixture of 15 additional fire alarm devices. Please advise quantities of each type required.

Response: Not specific. Divide evenly among all devices

10. Drawing FA2.1, please provide a technical specification and detail for the carbon monoxide control panel shown on this drawing.

Response: These are by Mechanical Contractor per Section 230923.16. Fire Alarm is only monitoring.

11. Please confirm that drawing E2.3A "Electrical Attic Lighting Plan" is to be included with add alt #1 or with base bid.

Response: Revise Drawing E2.3A to base bid work

12. Instructions to Bidders Article 4 Bidding Procedures Section 4.3 submission of Bids item #4.3 states a Hold Harmless Agreement to be submitted with the bid. There is no Hold Harmless Agreement form included in the specifications. Please advise.

Response: Form attached in this addenda

13. Ref. Dwg A5.1 Finish Schedule – Please advise on location of polished concrete finish.

Response: All finishes shall be as indicated on the Finish Schedule. Delete reference to polished concrete in Drawing A5.1

14. Ref. Dwg S1.2 – The spacing for the metal trusses is shown as 16" o.c. Please confirm spacing is correct, we typically see 24" spacing.

Response: CFS truss spacing to be at 16"o.c. to match wall stud spacing

15. Ref. Dwg S1.2 – Truss Girders are noted between Column Line H/2.6 and H/4.5. Please advise if these girders are Cold Form Metal Framed or WF Steel.

Response: Truss Girders shall be Prefab. CFS trusses.

16. Ref.: Detail 2/A8.3 – Please advise what supports the exterior CMU header wall above the OH Doors?

Response: Refer detail 4/S3.10

17. Ref.: H2/A9.1 – Section detail indicates steel lintels at masonry openings and further refers us to a lintel schedule on the Structural Drawings. Structural Drawings do not show a lintel schedule. Please provide.

Response: Refer to Steel Lintel Notes on S5.0

18. Ref. Dwg A2.2a; Copy/Supply Room 203 – Drawing seem to indicate 2'-0 wide counters on the East and West walls of the room. Please confirm these are counters, or counters and cabinets.

Response: Countertops only

19. Ref. Dwg A2.2a; Classroom 204 – Drawing seem to indicate 1'-8" wide counters along Column Line 5.6 (East wall of Room). Please confirm these are counters and cabinets, or the Section Line for 2/A8.1.

Response: Line is Section Mark Indicator, not a counter

20. Ref. A8 Series Dwgs & Spec 033000 – Various Sections indicate a 10mil Stego Wrap beneath the slabs-on-grade. Spec 033000 indicates a 15mil product. Please confirm which mil thickness is required.

Response: Vapor barrier shall be as specified in 033000-8; 2.7; A;1 – 15 MIL

21. Ref. Dwg A2.1 – Windows in Pwdr Room 102, Stair 1, Vest 107 and Dispatch/Radio 108 (adjacent to door 123) are single wide windows designated as Type A. Type A

window is noted to be a double mulled unit. Please confirm if the noted single wide windows are supposed to be Type B.

Response: A2.1 – Change window type in Powder Room 102 (1 Unit); Stair ST-1; (1 Unit); Vestibule 107 (2 units) & Dispatch 108 (1 unit) to Window Type 'B'.

22. Ref. Dwg A2.5 and Window Spec 085413: The Window Schedule is calling for Low E2 glazing and the Specifications (paragraph 2.4B) is calling for Low E3 glazing. Please confirm which is required.

Response: Glazing shall be as specified in 085413, 2.4, B – Low E3.

23. Is there a specified controls vendor for the MC to carry for this project or is it an open bid?

Response: It is not an open bid. The controls for each piece of mechanical and plumbing equipment are specified in the specification section for that equipment. In some cases, unitary standalone controls are specified by the unit manufacturer. The VRF heat pump system uses a networked controls system by the equipment manufacturer.

24. In the Summary of Work; on Specification pages 01 10 00-25 & 01 10 00-26 (#32), it is indicated (highlighted & underlined) that a weekly broom sweep and damp mop of all areas for the entire duration of the project is required by Contract #1. Please confirm this is the responsibility of Contract #2 not Contract #1.

Response: Correct, weekly broom sweep and damp mop are part of Contract # 2

25. Will the Attic Pull Down door be part of the base bid?

Response: Yes, base bid. See note added to the revisions to drawings section of this addenda

26. Ref: Spec Section 011000 Summary of Work: Please advise what the Building Pad elevation will be for the General Trades contractor to begin its work.

Response: 372.0' as per Sitework Contractor Special Note # 13 added per this addenda.

27. Ref. Dwg A7.1: Will Stair 1 require precast terrazzo tile at the two landings as part of the Add Alternate for the 2nd Floor?

Response: Yes precast tile terrazzo at the landings is part of the Alternate for the 2nd floor

END OF ADDENDA NO. 3

SECTION 00 45 18 – HOLD HARMLESS AGREEMENT

HOLD HARMLESS AGREEMENT

In accordance with the General Conditions, Indemnification, the Contractor will be required to sign the following "Hold Harmless" Agreement with the FIRE DEPARTMENT. Compliance with the foregoing requirements for insurance shall not relieve the Contractor from liability set forth under the Indemnity Agreement.

The undersigned hereby agrees to defend, indemnify, and save harmless the FIRE DEPARTMENT, its officers and employees from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the contractor or by a third party, the contractor covenants and agrees that he/she will pay all costs and expenses arising therefrom and in connection therewith, and if any judgement shall be rendered against the Owner, Architect/Engineer & Construction Manager, in any such litigation, the Contractor shall at his/her own expense satisfy and discharge the same.

By: _____
(Signature of Authorized Representative of Corporation)

(Print Name and Title)

(Date)

**SSP****Square Non-Tapered Steel Poles****Pole Shaft**

The pole shaft is one piece construction, being fabricated from a weldable grade carbon steel structural tubing which has a uniform wall thickness of 11 gauge (0.1196"). The pole shaft material shall conform to ASTM A500 Grade C with a minimum yield strength of 50,000 psi. The pole shaft has a full length longitudinal resistance weld and is uniformly square in cross-section with flat sides, small corner radii and excellent torsional properties.

Base Plate

The anchor base is fabricated from a structural quality hot rolled carbon steel plate that meets or exceeds a minimum yield strength of 36,000 psi. The anchor base telescopes the pole shaft and is circumferentially welded top and bottom. All welds are performed in accordance with the American Welding Society specification AWS D1.1, latest edition.

Bolt Circle: 8.00 (in.) **Dimension :** 8.00 (in.) **Thickness:** 0.75 (in.) **Conduit Opening:** 3 (in.)
Consult KW representative for non-standard dimensions.

Anchor Bolts

Anchor bolts are fabricated from commercial quality hot rolled carbon steel bar that meets or exceeds a minimum yield strength of 55,000 psi. Four properly sized anchor bolts, each with two regular hex nuts and washers, are furnished and shipped with all poles unless otherwise specified. Anchor bolts shall have the threaded end galvanized a minimum of 8 inches in accordance with ASTM A153. Fully galvanized anchor bolts are available upon request.

Handhole

An oval reinforced gasketed handhole, having a nominal 3 " x 5 " inside opening, located 1' - 6" above base, is standard on all poles. A grounding provision is located inside the handhole ring.

Finish

Standard - The exterior surface is cleaned with an alkaline rinse to remove surface contaminants and shot blasted to specifications as published by the Steel Structures Painting Council Standards SSPC-SP10 (near white). The exterior surface is chemically pretreated with an iron phosphate conversion coating then rinsed with ambient fresh water containing special surfactants and sealers forming a dry tight micro-crystalline coating. A polyester thermosetting powder coating applied to the surface of the substrate to a minimum of 3 mils is standard on all color finishes. The internal surface including the powder coated area at the base-end is coated with **KSEAL**, a thermoplastic hydrocarbon resin system specially formulated for application over untreated steel surfaces, to a thickness of 3 mils. The internal coating shall contain special corrosion inhibitors and is capable of passing 1000 hours of salt spray exposure (ASTM B117).

BEDFORD FIREHOUSE

Series: **SSP** - Square Non-Tapered Steel Poles

Nominal Height: **20'** Base Diameter: **4.0"** Gauge: **11**

Finish: **BRZ** - Standard - Bronze

Mounting Designation: **DM10** - Drilled for 1 Luminaire

Options: **BC** - Base Cover

Height (ft.)	Pole Shaft (in.) x (ft.)	Gauge	Handhole Size (in.)	Anchor Bolt (in.) x (in.) x (in.)	Bolt Circle (in.)	80 MPH (ft.)	90 MPH (ft.)	100 MPH (ft.)	Ship WT. (lbs.)
20	4.0 x 20.0	11	3 x 5	0.75 x 17 x 3	8	12.3	9	6.5	151

SSP20-4.0-11-BRZ-DM10-BC[Print This Page](#)[Main Menu](#)**Terms and Conditions of Sale****TERMS**

Net 30 days from the date of Company's invoice unless otherwise specified. A 1-1/2% per month late charge will be added to accounts past due.

PRICES

Published prices are subject to change without notice. Possession of price sheets in no way obligates Company to sell to the Purchaser possessing such price sheet. All orders are subject to final approval and acceptance by the Company. Once accepted and approved, orders will be billed at prices currently in effect at the time of invoicing, or at prices quoted by the

Company and accepted by the Purchaser if the order involves an item or items covered by special quotation. THE MINIMUM INVOICE CHARGE SHALL BE \$50.00 NET.

DELIVERY

All goods sold are deliverable F.O.B. KW Industries, Inc., Sugar Land, Texas 77478.

TAXES

The Company's prices do not include Federal, State or municipal sales, use, excise, or similar taxes. Consequently, the Company reserves the right to add to the sales price of its product any present or future sales, use, excise or other similar tax which shall be paid by the Purchaser, or in lieu thereof, the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

FREIGHT

All of the Company's products are priced and sold F.O.B. KW Industries, Inc., Sugar Land, Texas 77478. Transportation charges will be prepaid by the Company and added to the net sales price unless specified by the Purchaser.

ROUTING

The Company will specify the method and routing of all products to ensure the most efficient and economical shipment in behalf of the Purchaser. The Purchaser will assume charges for special services such as cartage, air freight, express or multiple deliveries on one order.

CANCELLATION

The written consent of the Company shall be obtained prior to a cancellation of any order. Cancellation of an order may subject the Purchaser to a cancellation charge based upon expenses already incurred and commitments made by the Company.

RETURNED GOODS

Specific written request and arrangements must be made in advance for Purchaser to obtain credit or replacement on material returned. On material accepted for return, Purchaser must prepay return shipment and pay minimum restocking charge of 40% plus any charge necessary to rework goods to a resaleable condition. Custom fabricated products by special order are not subject to return.

DELAYS, DAMAGE OR LOSS

The Company is not and shall not be liable for delays in shipment or delivery of its products when caused by strikes, riots, hurricanes, civil disorder, fires, material shortage, breakdown in manufacturing facilities or any other cause beyond its reasonable control. Any claims for damages, loss or shortage in transit must be made by the Purchaser to the delivering carrier. The risk of loss passes to the Purchaser upon delivery to the carrier.

LIMITED WARRANTY

The Company warrants to Purchaser that its products will be free from defects in material and workmanship for a period of one year from the date of shipment by the Company (*the "Warranty Period"*). This Warranty specifically excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with the movement of air currents around the product. If during the Warranty period, the product proves defective in material or workmanship, the Company shall correct any defect, at its option, either by repairing any defective parts or by making available at the Company's plant a repaired or replacement part at no charge to the Purchaser, if the Purchaser promptly notifies the Company and furnishes proof of Purchase. The liability of the Company under this Warranty, or for any loss or damage arising out of, or connected with, the design, manufacturing, sale or use of its products, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the product or part which gives rise to the claim and upon expiration of the Warranty Period all such liability shall terminate. The Company shall not be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the product, cost of substitute products or labor charges to remove or reinstall the defective product, nor any product transportation expenses to and from the Company's plant if factory repair or replacement is necessary. No warranty is made with respect to parts or auxiliary equipment not manufactured by the Company. The foregoing Warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied and shall constitute the sole and exclusive remedy of the Purchaser and liability of the Company. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. The Company's products are not sold as a "consumer product" under 15 U.S.C. 62301.

GENERAL

KW Industries, Inc. reserves the right to change any feature of its published specifications without notice to promote product improvement and/or allow for material availability. The contract for the sale of goods by KW shall be performable in Fort Bend County, Texas.

Prices subject to change without notice

Owner: Bedford Village
Fire District
34 Village Green
Bedford, NY 10506

Structural Engineering:

**Conlon Engineering, LLC**
Structural Engineers
246 Federal Rd, Suite B23
Brookfield, CT 06804
203.740.0990

Date Issue

01.15.21 ISSUED FOR BID

03.15.21 REVISED SLAB REINFORCEMENT

Project Title

**Bedford
Fire
Headquarters**550 Old Post Road
Bedford, NY 10506

Drawing Title

**SECOND FLOOR AND
MEZZANINE FRAMING PLANS**

Project No.

19105

Date

03-25-2020

Scale

AS NOTED

Drawing by

MAJ / JV

Checked by

FJC

Drawing No.

S1.1