

## **ADDENDUM NO. 02**

PROJECT: **Ossining Union Free School District  
Brookside Elementary School  
Classroom Addition**

SED PROJECT NO: **66-14-01-03-0-001-022**

DATE: **June 8, 2021**

CPL PROJECT NO: **14428.11**

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Include this Addendum as part of the Contract Documents. It supplements portions of the original Specifications and Drawings, the extent of which shall remain, except as revised herein:

### **CLARIFICATIONS / ANSWERS TO BIDDERS' QUESTIONS:**

- 1.1** Question: The environmental report from QuES&T shows more work to be done than what is shown on BES AA101. Please clarify.  
Answer: The contractor should be bidding the design documents, not the environmental report (report included for informational purposes only).
- 1.2** Question: Please provide the contact info for the school fire alarm vendor.  
Answer: Fire Alarm Vendor is Simplex Grinnell, 845-566-0533.

### **CHANGES TO THE PROJECT MANUAL:**

- 1.3 Section 00 0110 Table of Contents:**  
A. Division 01:  
a. Add "*01 2300 Alternates*".
- 1.4 Section 00 4010 Form of Proposal:**  
A. Replace Section 00 4010 with attached Section 00 4010.
- 1.5 Section 01 2300 Alternates:**  
A. Add the attached Section 01 2300.

### **CHANGES TO THE DRAWINGS:**

- 1.6** None.

### **PREVIOUSLY ISSUED ADDENDA:**

- A. Addendum 01, dated June 3, 2021.

**END OF ADDENDUM NO. 02**

SECTION 00 4010 - FORM OF PROPOSAL  
CONTRACT 1 – GENERAL CONSTRUCTION WORK

**1.1 GENERAL**

- A. Pursuant to, and in compliance with, the Advertisement for Bids and the Instructions to Bidders relative thereto, and all of the Contract Documents, including any and all Addenda issued by the Architect and mailed or delivered to the Undersigned prior to the opening of Bids, whether received by the Undersigned or not, we, \_\_\_\_\_ hereby propose to furnish all plant, labor, supplies, materials and equipment incidental to **GENERAL CONSTRUCTION WORK** as required by, and in strict accord with, the applicable provisions of the Drawings and Specifications entitled **Ossining Union Free School District, Brookside Elementary School, Classroom Addition** to the satisfaction and approval of the Architect and the Owner in accordance with the terms and conditions of the Contract Documents for the following sum:

**BASE BID:**

Total: (\$ \_\_\_\_\_)  
\_\_\_\_\_ Dollars

**1.2 TIME OF COMPLETION**

- A. The Undersigned agrees, after receipt of a Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, to start work within ten (10) consecutive calendar days of said Notice of Award and will fully complete the work per Section 00 3113 Construction Schedule.
- B. Liquidated Damages: Ossining Union Free School District (Owner) and CONTRACTOR recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed by the date specified in Paragraph 1.2.A above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) CONTRACTOR shall pay Owner, **Five Hundred Dollars (\$500)** for each day that expires after the date specified in Paragraph 1.2.A above.

**1.3 SCHEDULE OF WORK**

- A. Scheduling of all work shall be coordinated through the District and or the District's Representative. Contractor shall coordinate their work around the District's needs.
- B. It is the District's intent to work with the Contractor and make the building available for the work to be performed within the time frame allowed.

**1.4 ATTACHMENTS**

- A. The Undersigned has attached the following documents to this Bid:
1. Bid Bond/Certified Check in the amount of five percent (5%) of the Base Bid.
  2. Contractor's Qualification Statement (AIA Document A305).
  3. Iran Divestment Act Certifications (see Section 00 4951).
  4. Bid Proposal Certifications (see Section 00 4960).
  5. Hold Harmless Agreement (see Section 00 4970).
  6. Prevailing Wage Agreement (see Section 00 7343).

**1.5 CHANGE ORDERS**

- A. We propose and agree that the Contract Sum shall be adjusted for changes in the Contract Work, not included in unit prices, by addition of the following costs:
1. Profit and overhead as permitted in the GENERAL CONDITIONS.

**1.6 ALLOWANCES: (Reference Specification Section 01 2100).**

- A. The Bidder acknowledges that the Allowance applicable to this Contract is included in the Base Bid.

**1.7 ALTERNATES (Reference Specification Section 01 2300):**

- A. Enter a whole dollar amount, even if it is zero (\$ 0), for each ALTERNATE. Circle "ADD" or "DEDUCT" for each Alternate Bid. If neither is circled, "DEDUCT" will be assumed. Do not leave any Alternate amount blank. If any amount is blank, it will be assumed the Bidder will provide that Alternate for no change, neither increase nor decrease, in Contract Price.
- B. **Alternate No. GC-1:** Provide W14 x 22 steel beams in lieu of 18K7 bar joists shown and provide W8 x 13 steel beams in lieu of 10K1 bar joists shown. Provide bearing plates in size(s) as needed to accommodate the steel beams (maintain ½" thickness specified). Top of steel elevation to remain as shown.

1. ADD/DEDUCT (\$ \_\_\_\_\_)  
\_\_\_\_\_ Dollars

**1.8 UNIT PRICE SCHEDULE (Reference Specification Section 01 2200):**

In addition to the Work provided within the above Base Bid, the Undersigned agrees to provide the following work in accordance with the Drawings and Specifications:

1. Excavate, remove, and dispose rock, and replace with satisfactory soil material.

The Contractor shall include the excavation, removal, and disposal of 20 cubic yards of rock, including replacing with satisfactory soil material, in the Base Bid. Measurement shall be taken by the Engineer in the excavation after removal.

\$ \_\_\_\_\_ Per cubic yard

2. Remove unsuitable soil (as determined by the Engineer), dispose of off-site in a legal manner, backfill with suitable soil (as determined by the Engineer), and then compact.

The Contractor shall include the replacement of 60 cubic yards of unsuitable soil in the Base Bid. Measurement shall be taken by the Engineer in the excavation after removal.

\$ \_\_\_\_\_ Per cubic yard

**1.9 NON-COLLUSIVE BIDDING CERTIFICATION (See Specification Section 00 4960 also).**

A. By submission of this bid, the bidder, and each person signing on behalf of the bidder, 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 knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,

3. No attempt has been made, or will be made, by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition.

B. The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties or perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf;

1. That, attached hereto (if a corporate bidder), is a certified copy of a resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

Resolved that \_\_\_\_\_

*(Name of Individual)*

be authorized to sign and submit the bid or proposal of this corporation for the **Ossining Union Free School District, Brookside Elementary School, Classroom Addition**, and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three (d) ((103d)) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution by:

\_\_\_\_\_ Corporation at a  
meeting of its Board of Directors held on the: \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary

**1.10 ACCEPTANCE**

A. When this Proposal is accepted, the Undersigned agrees to enter into a Contract with the Owner as provided in the Form of Agreement.

**1.11 AFFIRMS**

- A. The Undersigned affirms and agrees that this Proposal is a firm one which shall remain in effect and will be irrevocable for a period of forty-five (45) days after opening of Bids.
- B. The Undersigned acknowledges the receipt of the prevailing wage rates for the Contract which are incorporated into the Contract Documents.
- C. The Undersigned understands that the Owner reserves the right to accept or reject any or all Proposals and to waive any informalities in the bidding.
- D. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the New York State Labor Law.

**1.12 TYPE OF BUSINESS**

- A. The Undersigned hereby represents that it is a (check one) ☐ Corporation, ☐ Partnership, ☐ Individual. If a Corporation, then the Undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State.

**1.13 PLACE OF BUSINESS**

- A. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed, or delivered:

Name of Contact Person: \_\_\_\_\_

Name of Business or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No. or Social  
Security Number: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

**1.14 EXECUTION OF CONTRACT**

- A. When written Notice of Acceptance of the Proposal is mailed or delivered to the Undersigned within forty-five (45) days after the opening of Bids, or anytime thereafter should the Proposal not be withdrawn, the Undersigned, within ten (10) days, will execute the Form of Agreement with the Owner.

**1.15 ADDENDA**

- A. The Undersigned acknowledges the receipt of the following Addenda, but agrees that it is bound by all Addenda whether or not listed herein:

Addendum Number	Date of Addendum	Remarks
_____	_____	_____
_____	_____	_____
_____	_____	_____

**1.16 ASBESTOS**

- A. The bidder certifies that no asbestos or asbestos-containing materials will be incorporated into the Work of this Contract.

**1.17 AUTHORIZED SIGNATURE FOR PROPOSAL**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

Title: \_\_\_\_\_

Firm: \_\_\_\_\_  
(Legal Name of Person, Single Proprietorship, Partnership, or Corporation)

Date: \_\_\_\_\_

(if Corporation, provide seal above)

END OF SECTION 00 4010

SECTION 01 2300 - ALTERNATES

PART 1 - GENERAL

**1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for Alternates.

**1.2 DEFINITIONS**

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Documents that may be added to, or deducted from, the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
1. The cost or credit for each Alternate is the net addition to, or deduction from, the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

**1.3 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the Alternate into the Project.
1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of the Alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each Alternate. Indicate if Alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to Alternates.
- C. Execute accepted Alternates under the same conditions as other work of the Contract.
- D. List of Alternates: Alternates, if any, are included on the Form of Proposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2300