

B I D A D D E N D U M 0 3

The items set forth herein, whether of omission, addition, substitution, or clarification are to be included in and form a part of the construction documents for the project listed above.

This Addendum consists of the following Parts:

Part 1	Divisions #0-1, Bidding and Contract Requirements	
Part 2	Technical Changes, Architectural, Structural and Civil	
Part 3	Technical Changes, Plumbing, Mechanical and Electrical	Not Used
Part 4	Drawing Changes, Architectural / Civil / Hazardous Materials	
Part 5	Drawing Changes, Structural	Not Used
Part 6	Drawing Changes, Plumbing, Mechanical and Electrical	
Part 7	Clarifications	
Part 8	New Issues – List of Included Documents	

PART 1 DIVISIONS #0-1, BIDDING AND CONTRACT REQUIREMENTS

- 1.1 004010 BID FORM – CONTRACT NO. 1 GENERAL CONSTRUCTION – REPLACE entire section with the attached modified bid form that includes revised information for Allowances and Unit Prices.
Note to all Contractors: The Allowances and Unit Prices are only applicable to Contract No. 1 – General Construction.
- 1.2 012100 ALLOWANCES – REPLACE entire section with the attached modified section that includes the allowance for General Construction (Contract No.1) related abatement work for tar removal at the existing exterior walls. The existing tar vapor barrier on the inside face of the exterior walls is positive for asbestos, this allowance is for abatement work by the General Contractor related to new openings in the exterior walls such as, but not limited to, new door/window openings and supporting structure, steel framing, and openings for MEP items such as roof drains, conduit, pipes, etc. Spot removal of the tar for new openings is not included in the scope of work for the Hazardous Materials Contractor (Contract No. 5).
- 1.3 ADD SECTION 012200 UNIT PRICES
Add section 012200 Unit Prices for the General Contractor (Contract No. 1) for Exterior Brick Repointing.

PART 2 TECHNICAL CHANGES, ARCHITECTURAL, STRUCTURAL & CIVIL

- 2.1 SECTION 085610 TRANSACTION WINDOWS – REPLACE Entire specification section with attached specification for the Transaction Windows.
- 2.2 SECTON 093000 TILING: ADD the following:
1.10 EXTRA MATERIALS (Attic Stock)
A. Furnished from same production run as installed tile. Furnish 5% of each type and color of floor tiles and 2% of each type and color of wall tiles provided in the work.

- 2.3 095100 ACOUSTICAL CEILINGS: ADD the following:
1.8 EXTRA MATERIALS (Attic Stock)
A. Furnish 2% of each type of panel installed.
- 2.4 096510 RESILIENT FLOORING AND ACCESSORIES: Add the following:
1.8 EXTRA MATERIALS (Attic Stock)
A. Furnished from the same production run as resilient tile, base and accessories installed. Furnish 5% of each type and color of material provided in the work. Extra materials of sheet flooring is not required.

PART 4 DRAWING CHANGES, ARCHITECTURAL / CIVIL

- 4.1 DRAWING 1/HZ103 ROOF ABATEMENT PLAN – Remove note “cut exist. slab to allow for new skylight”.
Note to Contractors: The opening in the existing roof slab for the new skylight is by the General Contractor as indicated on Drawing A151.
- 4.2 DRAWINGS HZ101, HZ102 & HZ103 – REVISE Note #3 in the Asbestos Scope of Work as follows:
3. Removal of all plumbing fixtures, piping, insulation as per the plumbing demolition drawings. HVAC/Mechanical equipment, duct work, fan units, etc. including all roof top equipment, proper evacuation of freon or coolant as per the HVAC demolition drawings. All electrical components including all light fixtures, IT wires, electrical wiring, hangers, and electrical panels as per the electrical demolition drawings. The abatement contractor will be required to supply at a minimum an allied trades trained electrician (approved by District Consultant and Onsite Project Manager) to disconnect all electrical wiring during prep from the main panels and to connect abatement supplied panels that will be located outside of the building or abatement work area. Refer to Drawings FP101, P101, P102, M101, M102, E101, E102 for drawings showing plumbing, fire protection, mechanical and electrical removals.
- 4.3 DRAWING 1/A151 ROOF DEMOLITION PLAN – For demolition of the rooftop mechanical screening, MODIFY demolition note as follows:
Abatement Contractor shall be responsible to demolish existing mechanical screening and cut (6) existing mechanical screening columns down to existing concrete deck.
- 4.4 DRAWINGS A251 ROOF PLAN and A252 ROOF DETAILS – See attached ASK1a and ASK1b with revisions to the roof plan and additional roof details.
- 4.5 DRAWING A301 BUILDING ELEVATIONS – ADD the following note:
Exterior Building Washing/Cleaning and Brick Repointing Notes:
1. General Contractor shall clean all existing exposed exterior finishes and materials including brick, precast panels / surrounds, concrete, lintels, etc. at the North Wing. See specifications. Cleaning shall include all sides of the North Wing for all floor levels, including the elevator bump-up. Cleaning is not required at the “Bridge Connector”.
2. General Contractor shall allow for 1,000 square feet of brick repointing at the exterior of the North Wing at locations to be determined in the field by the Architect. See specifications and provide unit cost as noted.

- 4.6 DRAWING 7/A831 ROOF PLAN – REVISE Detail 7. See attached ASK1b with detail 43 showing the revised duct waterproofing detail.

PART 6 DRAWING CHANGES, PLUMBING, MECHANICAL AND ELECTRICAL

- 6.1 DRAWING 1/M603 – Omit Detail 1. Pipe portals by GC per this Addendum.
- 6.2 DRAWING 10/P601 – Omit Detail 10. Pipe portals by GC per this Addendum.
- 6.3 DRAWING 8/M602 – Modify notes on Detail 8 as follows:
Clarifying Note: The duct supports shall be by the HVAC Contractor (Contract No. 3). The exterior rigid insulation and EPDM wrapping shall be by the GC (Contract No. 1)
- Fully adhered EPDM exterior covering by General Contractor
 - 3” thick polyisocyanurate sheet insulation by General Contractor

PART 7 CLARIFICATIONS

- 7.1 RFI Question – As the contract estimated value for contract # 5, Hazardous Material Demo is less than \$1 million dollars, are we still required to sign PLA agreement? Can we work on contract # 5 with NYSDOL Prevailing wages?
RFI Response – All parties awarded the work will be signatory to the PLA language on this project. The dollar value does not matter as the PLA now supersedes General Municipal Law requirements.
- 7.2 RFI Question – Transaction window specified is DV Frye-Tec 900 series. Spec calls for school guard glass, deal tray & counter. Frye indicated they do not offer deal trays, counters or school guard glass. Is there another manufacturer that is preferred?
RFI Response – See attached revised specification for the Transaction Windows with security glazing (School Guard or eq.). General Contractor shall provide solid surface counter in color Corian Arrowroot on each side of window with 1” overhang each side.
- 7.3 RFI Question – Will the abatement contractor demo all interior partitions and framing?
RFI Response – Yes, hazardous materials contractor (Contract No. 5) is responsible for demolition of interior partitions and framing, including the stud furring walls at existing exterior walls.
- 7.4 RFI Question – For the timbertech decking on the alternate (sheet A704) what type of fasteners are they looking for? (cortex hidden fasteners or toploc color matching screws).
RFI Response – Color matching screws (toploc or eq.) shall be utilized for fastening the decking as part of Add-Alternate #1.
- 7.5 RFI Question – Will the abatement contractor temporarily protect and maintain protection of roof openings prior to new roof system installation?
RFI Response – The Hazardous Materials Contractor (Contract No. 5) shall provide temporary roofing per 011000-12-4-c and 015000-3.3-G-5. The Hazardous Materials Contractor shall also provide temporary protection of the existing roof openings including existing skylights, hatches, and MEP equipment. The General Contractor (Contract No. 1) shall assume responsibility for maintenance of the temporary roofing and opening protection per 015000-3.3-G-5.

- 7.6 RFI Question – Which Contractor is responsible for removal of the rooftop mechanical screen? Who is responsible for cutting new roof slab penetrations?
RFI Response – The Hazardous Materials Contractor (Contract No. 5) shall be responsible for demolition of the rooftop mechanical screen and associated steel framing. The existing supporting steel structure associated with the mechanical screening shall be cut down to the level of the existing concrete roof deck. The General Contractor (Contract No. 1) shall be responsible for the infill of existing openings in the roof and for cutting all new openings in the existing roof deck/slab, including the opening for the new skylight. Refer to 011000-08-C-C for cutting and patching responsibilities of the General Contractor for their own work, and for the other Prime Contractors openings.
- 7.7 RFI Question – Which contractor is responsible for demolition of the elevator, and new openings in the elevator wall?
RFI Response – The Hazardous Materials Contractor (Contract No. 5) shall be responsible for demolition of the elevator assembly in its entirety and all other items inside the shaft including any accessories, furring walls, etc. The General Contractor (Contract No. 1) shall be responsible for infilling the existing openings in the masonry shaft, modifying the shaft for the new work, and for cutting and supporting the new openings in the masonry shaft for the new elevator as noted on Drawings A101 and A102. PACM materials in the elevator include break pads, floor tile and mastic, all doors, all controls and boards. Existing steel framing at top of shaft has spray fireproofing.
- 7.8 RFI Question – Per note #6 on E501, EC is responsible for removing , storing, and reinstalling lightning protection system. Is the abatement contractor doing asbestos remediation on the roof? If so, will they be demoing the existing LP system/what demo will the EC be responsible for? If the existing LP system is scrapped, Should the EC carry cost to furnish and install a completely new system?
RFI Response – The Electrical Contractor (Contract No. 4) is responsible for the removal of the LP system per notes on E102 and E501. The Electrical Contractor shall be responsible for demolition work noted on the drawings. The Electrical Contractor is responsible for removing and storing all existing lighting protection equipment, conductors, components, etc. to be reinstalled during construction. The Electrical Contractor shall be responsible for replacement or repair of any equipment, conductors, components, etc. damaged during removal, storage, or reinstallation at no additional cost to the owner.
- 7.9 RFI Question – Spray Applied Fireproofing Note #3, “AT EXISTING STEEL FRAMING (COLUMNS, BEAMS, ETC.), CONTRACTOR SHALL INSTALL METAL LATH PRIOR TO SPRAY FIREPROOFING MATERIALS”. Are we to provide a mechanical break by wrapping the beams & columns, including metal lath to the underside of the deck?
RFI Response – At existing steel framing members, General Contractor shall provide a mechanical bond for the new spray fireproofing by wrapping existing structural members with expanded metal lath to the underside of the decking.
- 7.10 RFI Question – Is the Brace Angle and ½” thick Gusset Plate on Detail 4/S303 scheduled to receive intumescent fireproofing?
RFI Response – Yes, provide intumescent fireproofing at brace angle and gusset plate indicated on Drawing 4/S303.
- 7.11 RFI Question – Please confirm the abatement contractor will be responsible for removal of the roofing and rooftop equipment.
RFI Response – The Hazardous Materials Contractor (Contract No. 5) shall be

responsible for removal the entire existing roof assembly down to the concrete slab including the built-up roofing, gravel ballast, insulation, flashings, blocking, fascia, copings, skylights, rooftop equipment and curbs, mechanical screening, etc. See separate notes pertaining to the lightning protection.

- 7.12 RFI Question – Who is responsible for grinding the lower & upper level of slabs to receive new finishes, GC or abatement contractor?
RFI Response – The Hazardous Materials Contractor (Contract No. 5) is responsible for grinding the floors only as required for material removals, not for floor flatness or installation of finish flooring. The GC (Contract No. 1) shall be responsible for floor prep, self leveling, etc. per the Specifications and as required by the flooring manufacturer.
- 7.13 RFI Question – During the site walk through, the car turnaround in front of Building F is at a higher elevation than actual areas of work. Will it be acceptable to use Harriman Drive for access in and out for deliveries in front of job site?
RFI Response – Harriman Drive is a county road and subject to their jurisdiction. Access will have to be coordinated thru the local authorities. Any access around the building/property is subject to site restoration, bringing the area back to its original site conditions post construction and/or as directed by the Owner-A/E-CM.
- 7.14 RFI Question – Room OS3 is listed on the Finish Schedule but not found elsewhere on the plans. It is listed as "Not Placed" on the Occupancy Table and does not have the area defined. Please confirm location and area of room OS3.
RFI Response – There is no Room OS3 – disregard any reference to this space.
- 7.15 RFI Question – Is the SF of fireproofing listed on the abatement drawings simply the SF of the footprint of the building? Is only the deck sprayed, or only the beams or both, columns are listed as sprayed?
RFI Response – For removal of the existing spray fireproofing, the existing structural framing is shown on Drawings S-102 and S-103 for reference purposes. Existing spray fireproofing is on the structural framing members, and there is over-spray on the existing decking.
- 7.16 RFI Question – Asbestos scope of work indicates removal of exterior plaster soffits with no indication of location or quantities, they are also not listed in the asbestos survey.
RFI Response – For removal of the exterior plaster soffits, the plaster soffits are located at the exterior overhangs on the lower level on the North, East, and South sides of the building, and at the exterior entry vestibule on the upper level. It is approximately 800sf of soffit removals.
- 7.17 RFI Question – Asbestos scope of work indicates removal of exterior windows & doors, these are not indicated in the Asbestos survey. Are they being removed & disposed of as Asbestos containing. Are they expected to be removed after the interior has been cleared? Are they being removed as Friable or Non- Friable?
RFI Response – Windows/Storefronts and Doors shall be demolished by Hazardous Materials Contractor (Contract No. 5). Caulking and glazing are non-friable material. Contractor shall determine when to perform this work, however, it must be after the roof work is completed. Hazardous Materials Contractor shall provide temporary protection of the openings per this Addendum.

- 7.18 RFI Question – HZ101 Under Asbestos notes indicates the 1st floor has 14,000 SF suspended ceilings and/o plaster ceilings – there is also a legend that does show any. Please confirm it is present and how much of each type.

RFI Response – Contractors may view existing conditions on the virtual survey included in Bid Addendum #2 for ceiling types.

- 7.19 For the NYSIR Insurance requirements – please confirm that because we will be working over 10 (roof abatement) our minor electrical sub +/- \$10,000.00 in work, who is not work over 10 feet but is our sub will still be required to purchase and OCP separate police with 2/4Mil limits and a 10Mil umbrella policy to do 10K in work. This is how the requirement seem to read?

RFI Response – Per discussion with NYSIR for this specific question only for a minor sub-contractor, in order for NYSIR to consider this item, a written affidavit would need to be provided to confirm the sub-contractor would not be working at elevation above 1-story/10feet, and then they would not be required to meet the additional insurance requirements for work over 1-story or 10feet. Sub-contractor would still be required to meet all other insurance requirements per the specifications.

Please note that review and approval of affidavits for work at elevations below 1 story / 10 feet, or for any other requested modifications to insurance requirements, shall be at the full discretion of the Owner and NYSIR.

- 7.20 The following clarification is to confirm that the Hazardous Materials Contractor (Contract No. 5) shall be responsible for demolition of the following MEP items:

All plumbing fixtures, piping, insulation as per the plumbing demolition drawings.

All HVAC/Mechanical equipment, duct work, fan units, etc. including all roof top equipment, proper evacuation of freon or coolant as per the HVAC demolition drawings.

All electrical components including all light fixtures, IT wires, electrical wiring, hangers, and electrical panels as per the electrical demolition drawings. The abatement contractor (Contract No.5) will be required to supply at a minimum an allied trades trained electrician (approved by District Consultant and Onsite Project Manager) to disconnect all electrical wiring during prep from the main panels and to connect abatement supplied panels that will be located outside of the building or abatement work area.

The Hazardous Materials Contractor (Contract No. 5) shall refer to Drawings FP 101, P101, P102, M101, M102, E101, E102 for drawings showing plumbing, fire protection, mechanical and electrical removals.

Plumbing (Contract No. 2), Mechanical (Contract No. 3) and Electrical (Contract No. 4) Contractors shall be responsible for temporary facilities, selective removals as required for the new work, and required coordination with other prime contractors for their demolition activities. See MEP Drawings for additional specific demolition items identified to be performed by MEP Prime Contractors, which includes, but is not limited to, the items listed below:

Plumbing Contract No. 2 – Power snake and flush clean all existing to remain sanitary and storm piping below the lower level floor slab.

Electrical Contract No. 4 – Work related to the demolition of the electrical panels by the Hazardous Materials Contractor. Work related to the sump pump in the Mechanical Room and lightning protection on the roof as noted on the Drawings. All demolition and related work indicated on Drawing E203.

Note: For demolition of the electrical panels, the Hazardous Material Contractor (Contract No. 5), under a second mobilization to be coordinated (see Project Schedule), shall perform electrical panel removal. This will require the Electrical Contractor (Contract No.4) to make the panel safe, up to including full power removal. This will be coordinated when the new electrical equipment is ready for installation. Existing electrical panel PPA2 shall be used for temporary power, lighting, etc. as needed by the Electrical Contractor and other Primes for electrical requirements up to the existing panel removal. Temporary Facilities shall be transferred to the new panel until such time as they are no longer needed and removed by the Electrical Contractor.

7.21 At the existing exterior walls, the interior face of the existing CMU backup wall has a “tar” vapor barrier that is positive for asbestos. Therefore, all new furring walls, and any new MEP equipment shown to be installed in front of or along the existing exterior walls shall not be fastened to the existing CMU backup walls. Furring walls shall be fastened at the top and bottom tracks only, and not fastened to the tar covered backup walls. MEP items shall be fastened to the furring walls or installed utilizing hangers or other supplemental supports hung from surfaces other than the CMU backup wall.

All contractors shall be reminded of cutting and patching responsibilities of the General Contractor in 011000-08-C-C, the GC shall perform all cutting and patching necessary for work of his contract and for other trades openings (cutting and infill). MEP trades shall mark out locations of openings and coordinate with the GC as required. GC shall refer to Allowance No.2 as it pertains to new openings in the existing exterior walls.

7.22 New roof top mechanical equipment is shown on the attached Sketch ASK1a for reference by the GC. GC shall coordinate with MEP trades for final sizes and locations of rooftop equipment.

The Mechanical Contractor shall supply and position the curbs; the GC / Roofing Contractor shall reinforce the structural roof deck, cut the holes, install the curbs, install temporary and permanent roof flashings – and maintain the curbs watertight until the new equipment is installed.

Attached Sketch ASK1b shows how to configure the Portals Plus Curb Flashings, Equipment Curb Rail Flashings, Duct Curb Flashings and Duct Waterproofing.

- a. The GC / Roofing Contractor shall supply and install Portals Plus penetration curbs for the electrical, control, supply and return lines. The Mechanical and Electrical Contractors shall install the conduits and lines through the Portals Plus curbs and rubber nipples.
- b. Duct supports shall be provided and installed by the Mechanical Contractor to support the ducts 24 inches above the finished roof surface. The GC shall supply and install the walkway pads and pavers.
- c. The GC shall supply and install the exterior duct insulation, EPDM waterproofing and white acrylic coating.

7.23 For the Schedule of Values, all Prime Contractors shall include the following amounts for the items listed below:

Front End:

- | | |
|---------------------------------------|--|
| - Insurance | Reasonable amount and provide backup as required |
| - Bond | Reasonable amount and provide backup as required |
| - Submittals & Shop drawings: | 1% of total contract value |
| - Project Meetings: | 0.5% of total contract value minimum |
| - Project Management and Supervision: | 3% of total contract value |
| - Safety and Field Reports: | 0.25% of total contract value minimum |

- Schedule Updates: 0.25% of total contract value minimum
- Periodic Cleaning: 0.25% of total contract value minimum
- Closeout:
 - O&M / Closeout documents: 1% of total contract value minimum
 - Punchlist: 1% of total contract value minimum
 - Final Cleaning: 0.5% of total contract value

7.24 Upon removal of the existing window walls / storefronts by the Hazardous Material Contractor (Contract No. 5), the Hazardous Material Contractor shall infill these openings with a wall type enclosure. Material to be made from 1/2" fire rated? plywood with weather protection such as water resistant house wrap or zip wall plywood. Supports shall be minimum 3-1/2" studs, installed 2ft o.c. minimum, and as required for support and security restraint of this enclosure.

7.25 See attached DRAFT Abatement Variance for reference purposes.

PART 8 NEW ISSUES

1. 004010 Bid Form Contract No. 1 General Construction (11 pages) 8.5x11
2. 012100 Allowances (3 pages) 8.5x11
3. 012200 Unit Prices (1 page) 8.5x11
4. 085610 Transaction Windows (3 pages) 8.5x11
5. ASK-1a – Revised Roof Plan and Additional Roof Details (1 page) 11x17
6. ASK-1b – Additional Roof Details (1 page) 11x17
7. DRAFT Hazardous Materials Incidental Disturbance Variance Petition (8 pages) 8.5x11

**** END OF BID ADDENDUM #3 ****

BID FORM

FOR

ORANGE ULSTER BOCES (OUB Project # RFB-OUB-035009-24)

ARDEN HILL MAIN BLDG. – NORTH WING ALTERATIONS

CONTRACT NO. 1 – GENERAL CONSTRUCTION WORK

Orange Ulster BOCES

53 Gibson Road

Goshen, New York 10924

Attn: Mark Coleman, Assistant Superintendent for Finance & Management

Project Location:

Orange Ulster BOCES – Regional Education Center at Arden Hill

4 Harriman Drive

Goshen, New York 10924

1. The Undersigned hereby declares that it has carefully examined all Bidding and Contract Documents and has inspected the actual location of Work, together with the local sources of supply, and has satisfied itself as to all quantities and conditions, and understands that in signing this Proposal, it waives all rights to plead any misunderstanding regarding the same.
2. The Undersigned further understands and agrees that it is to do, perform and complete all the Work in accordance with the Contract Documents and Contract and to accept in full compensation therefor, the amount of the Base Bid, modified by such additive or deductive alternatives, if any, as are accepted by the Owner.
3. In submitting this Bid, the Undersigned agrees:
 - a. To hold the Bid open for forty-five (45) days after Bid Opening.
 - b. To accept the provisions of the Instructions to Bidders.
 - c. To enter into and execute a Contract and the PLA within ten (10) days of the Notice of Award issue date, and to simultaneously furnish Performance and Labor and Material Bonds.
 - d. To enter into, become signatory to, and to abide by, the provisions of the Project Labor Agreement with the Hudson Valley Building and Construction Trades Council, AFLCIO and the signatory local unions. A copy of this Project Labor Agreement (“PLA”) is included in the specifications as Section 007013.
 - e. To require any and all of its subcontractors of any tier on the Orange Ulster BOCES Arden Hill- Main Bldg. - North Wing Project to become signatory to, and to abide by, the PLA.
 - f. To commence the Work immediately upon receipt of Notice of Award.
4. The Undersigned agrees that the Work proposed herein will be Substantially Complete the dates indicated in specification Section 011000 - "Summary" and in the Project Milestone Schedule following Section 011000.

5. 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 to the best of the party's knowledge and belief:
- a. 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,
 - b. unless otherwise required by law, the prices that 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
 - c. 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.

A Bid shall not be considered for award, nor shall any award be made where a., b., and c. above have not been complied with, provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish, with the Bid, a signed statement which sets forth in detail the reasons therefor. Where a., b., and c. above have not been complied with, the Bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of this Section.

6. The Undersigned understands that the Owner reserves the right to accept or reject any or all Bids and to waive any informalities in the bidding.
7. 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

<u>Addendum Number</u>	<u>Date of Addendum</u>

8. BASE BID

All labor, material, services and equipment necessary for completion of the Work shown on the Drawings and the Technical Specifications for GENERAL CONSTRUCTION WORK:

\$ _____ (In numbers)

_____ Dollars (in words)

9. ALLOWANCES

In accordance with the terms and conditions of the Contract and Proposal form, Section 012100 "Allowances", the Drawings and the specific technical section sections that are applicable, the undersigned agrees that the following allowances are included in the Total Base Bid quoted.

ALLOWANCE NO. 1 - Include the sum of \$20,000.00 for the Exterior Sitework
Contract No. 1 – GC

ALLOWANCE NO. 2 - Include the sum of \$50,000.00 for the Exterior Wall Abatement
Related Work to be performed by the General Contractor
Contract No. 1 - GC

10. ALTERNATES

The Undersigned agrees to provide all work in accordance with the requirements of the Specifications and the Drawings, and Section 012300 "Alternates" and includes all costs of related coordination, modification, or adjustments for the following:

- A. ADD ALTERNATE NO.1: EXTERIOR LEARNING STAIR
Contracts No. 1 - GC, No. 2 - PC, and No. 4 - EC.

ADD _____ Dollars (\$ _____)

- B. ADD ALTERNATE NO.2: EXTERIOR WOOD RETAINING WALL AND PLANTINGS
Contract No. 1 - GC

ADD _____ Dollars (\$ _____)

11. UNIT PRICES

The Undersigned agrees to perform all work in accordance with the requirements of the Specifications and Drawings, and Section 012200 "Unit Prices" and includes all costs of related coordination, modification, or adjustments for the following:

Unit Price No. 1 – Repointing Brick Masonry: All work required for repointing brick masonry, for the unit price per 10 square feet of:

_____ Dollars (\$_____)

12. The Undersigned has attached the following documents to this Bid:

- A. Non-Collusive Affidavit
- B. Indemnification and Hold-Harmless Clause
- C. Certificate of Compliance with the Iran Divestment Act
- D. Sexual Harassment Written Policy and Training Certification
- E. Bid Bond / Certified Check
- F. Statement of Bidder's Qualifications AIA Document A305.

Legal name of person, partnership, joint venture or corporation (please type)

(If Corporation,
affix corporate seal)

Address (please type)

Federal ID No. or Social Security No. (please type)

Phone No. (please type)

Name and title of signer (please type)

Signature

Date

If a Corporation
Name

Address

_____, PRESIDENT _____

_____, SECRETARY _____

_____, TREASURER _____

(Name of Bidder)

If a Partnership
Name

Address

If a Joint Venture
Name

Address

If an Individual
Name of Individual

Address

NON-COLLUSIVE AFFIDAVIT

Every bid or proposal made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof, for work or services performed or to be performed or goods sold to or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to Section 103d of the General Municipal Law of the State of New York as amended by Laws of 1966.

NON-COLLUSIVE BIDDING CERTIFICATION

- a. 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 to the best of his 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 the 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. A bid shall not be considered for award, nor shall any award be made (a)1, 2 and 3 above, have not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore.

Where (a)1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

By submission of this Proposal

- 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 to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”
- the Undersigned acknowledges that they have visited the site, informed themselves of the existing conditions, and have included in the Proposal a sum to cover the costs of all items in the contracts.

(NON-COLLUSIVE AFFIDAVIT CONTINUES NEXT PAGE)

(Name of Bidder)

Respectfully submitted,

Contractor signature

By _____ Title _____

Business Name: _____

Address: _____

Telephone Number: _____

Attest: _____ Title _____

SEAL IF CORPORATION

(Name of Bidder)

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor Agrees to indemnify and save harmless the Owner, and any of their agents, assigns, employees or independent contractors, the Architect and persons in his employ, from any and all liability for damages for injury to the person or property of another and from all suits and actions and all costs and damages to which such parties may be subjected resulting from the Contractor's performance of this contract, whether such performance be by the Contractor, or by any Subcontractor or employee.

I certify that I have been duly authorized to execute this Agreement on behalf of:

(Name of Contractor)

Dated: _____ Signed _____

(Print Name)

(Title)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/ Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day of _____, 2024

Notary Public: _____

OR

(Name of Bidder)

DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of Bidder _____

Has bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g., banking, energy, real estate): _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

If not, have the investment activities increased or expanded since April 12, 2012?

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran?

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any, and a copy of the formal plan. _____

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

I, _____ being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and the foregoing is true and accurate.

SIGNED

SWORN to before me this _____ day of _____, 2024

Notary Public: _____

(Name of Bidder)

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION
(To be Completed by Each Bidder)

I, _____, being duly sworn, deposes and says that I
am (Name of Individual Signing this Certification)

the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named 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, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this

_____ day of _____, 2024

Notary Public

****END OF BID FORM****

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.

1.2 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when additional direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.4 SUBMITTALS AND COORDINATION

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.
- B. Coordinate and process submittals for allowance items in same manner as for other portions of the work.
- C. Coordinate allowance items with other portions of the work.
- D. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- E. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

1.5 ALLOWANCES FOR SPECIFIC WORK ELEMENTS

- A. Use the allowance for specific work elements only as directed for the Owner's purposes and only by Field Orders / Directive from the Architect that indicate amounts to be charged to the allowance. Overhead, profit, and Bond premium are not an allowable cost for work completed under allowance.
- B. Prime Contract related costs for products and equipment ordered by the Owner under the allowance for specific work elements are not part of the Contract Sum. These costs include delivery, installation, taxes (if applicable), insurance, equipment rental, and similar costs.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.
- D. Field Orders authorizing use of funds from the allowance for specific work elements shall include all Prime Contract related costs. One or more of the following methods, which will be specified in the written directive, shall determine the value of the Work directed under this allowance.
 - 1. By applying the applicable price or prices set forth in the Contract Documents or by applying a Unit Price agreed to by both parties.
 - 2. By estimating the fair and reasonable cost of:
 - a. Labor including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of Prime Contract designated representative directly employed at the site.
 - b. Materials.
 - c. Equipment, excluding hand tools.
 - 3. The Owner reserves the right to utilize these methods provided it notifies the Prime Contract of its intent to do so prior to the time the Prime Contract is properly authorized to commence performance of such work.
 - 4. Time and Materials.
- E. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. ALLOWANCE NO. 1: LUMP-SUM ALLOWANCE CONTRACT #1 GENERAL CONSTRUCTION:

Include a lump-sum allowance of \$20,000.00 for additional exterior sitework beyond that which is shown in the Contract Documents. Work for the allowance may include, but is not limited to, modifications to storm piping and drainage structures, additional paving (concrete, asphalt, and unit pavers), grading, removal of hazardous or unsuitable materials, modifications to retaining walls, railings, fencings, and other site accessories.

Allowance shall not be used for modifications to temporary construction items such as construction fencing, erosion controls, protection of drainage structures, protection of landscaping, etc.

- B. ALLOWANCE NO. 2: LUMP-SUM ALLOWANCE CONTRACT #1 GENERAL CONSTRUCTION:

Include a lump-sum allowance of \$50,000.00 for abatement work at the existing exterior walls. Work for the allowance may include, but is not limited to, penetrations in the exterior walls for door and window openings including associated structural support, and penetrations in the exterior walls for MEP items including piping, conduits, etc.

Refer to Specification 011000-08-C-C for cutting and patching responsibilities of the General Contractor for other trades openings.

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No 1 - Repoint Brick Masonry: All work required for repointing of brick masonry.
 - 1. Unit of Measurement: Per 10 square feet, measured in place.
 - 2. Base Bid include 1,000 square feet of brick repointing.
 - 3. Applicable to Contract No. 1 – General Construction.

END OF SECTION 012200

SECTION 085610 - TRANSACTION WINDOWS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Sliding transaction windows.

1.2 COORDINATION

- A. Coordinate installation of anchorages for transaction windows. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for window units.
- B. Shop Drawings: For transaction windows.
 - 1. Include plans, elevations, sections, and attachments to other work.
 - 2. Full-size section details of framing members, including internal armoring, reinforcement, and stiffeners.
 - 3. Glazing details.
 - 4. Keying information
- C. Samples for Initial Selection: Of manufacturer's available colors for powder paintfinish.

1.4 INFORMATIONAL SUBMITTALS

- A. Operation and Maintenance Data: To include in operation and maintenance manuals.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Pack transaction windows in wood crates for shipment.
- B. Label transaction window packaging with drawing designation.
- C. Store crated transaction windows on raised blocks to prevent moisture damage.

PART 2 - PRODUCTS

2.1 PERFORMANCE CRITERIA

- A. Horizontal sliding steel windows shall conform to the HS-C30 voluntary specifications in AAMA/NWWDA 101/I.S.2-97 and be designed to meet the performance requirements listed herein.

2.2 FABRICATION

- A. General: Fabricate self-closing and self-latching horizontal sliding transaction windows to provide a complete system for assembly of components and anchorage of window units.

- 1. Provide factory preglazed transaction windows.

- B. Framing: Miter or cope corners the full depth of framing; weld and dress smooth.

- C. Fabricate from 6063-T6 aluminum extrusions with one fixed and one sliding panel (OX or XO); refer to drawings for locations of sliding panels at each opening. Units shall be self-closing and self-latching with a thumbturn deadlock and a locked/unlocked indicator. Removable header access panel shall house heavy-duty anti-lift ball bearing carrier for operable panel. Bottom track for operable panel shall be vinyl.

- 1. Provide unit with aluminum half bottom track with clear service opening and no track under slider.

- 2. Dimensions:

- a. Frame depth 4-1/2"
 - b. Header height 2-7/8"
 - c. Center sightline 1-1/2"
 - d. Center and end stiles, top rail and bottom rail 15/16"
 - e. Width and height of unit shall be as indicated on Drawings for each location.

- 3. Basis of Design Product: CRL SCDW1801P by CR Laurence, or equal.

- D. Glazing: Factory glaze with SG5 security glazing by School Guard Glass.

- E. Finish: Provide powder coat painted finish, manufacturer's standard system, in RAL color selected by Architect.

2.3 ACCESSORIES

- A. Anchors, Fasteners, Clips, and Window Accessories: Stainless steel; hot-dip, zinc-coated steel or iron, complying with ASTM B 633.

- B. Sealants: For sealants required within fabricated transaction windows, provide type recommended by manufacturer for joint size and movement. Sealant shall remain permanently elastic, nonshrinking, and nonmigrating.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of transaction windows.
- B. Examine in-place construction for compliance with manufacturer's installation requirements before transaction window installation.
- C. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of transaction windows.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing transaction windows to in-place construction. Include threaded fasteners for inserts, security fasteners, and other connectors.
- B. Fasteners: Install transaction windows using fasteners recommended by manufacturer with head style appropriate for installation requirements, strength, and finish of adjacent materials. Provide stainless-steel fasteners.
- C. Sealants: Comply with requirements in Section 079200 "Joint Sealants" for installing sealants, fillers, and gaskets.

3.3 ADJUSTING

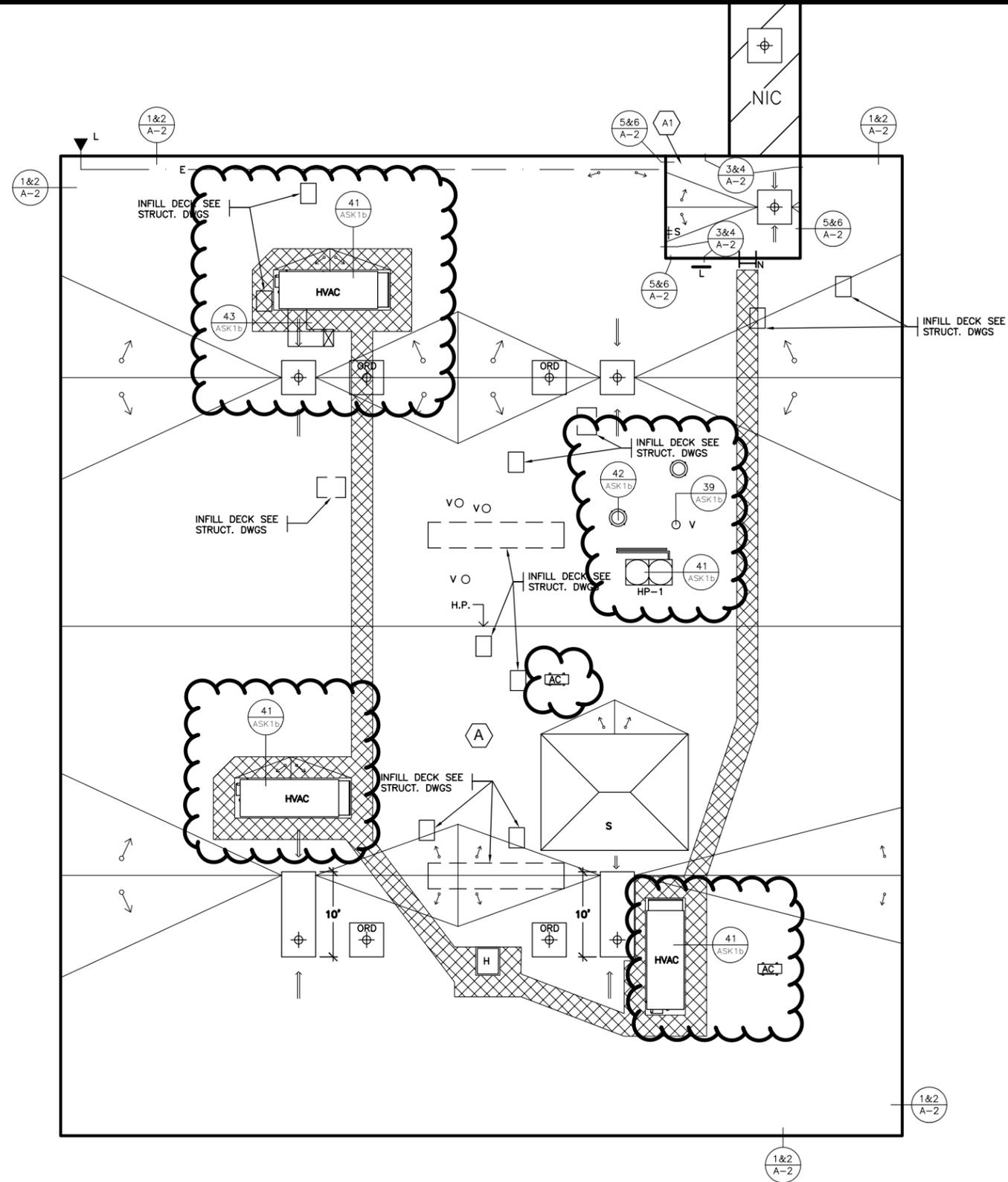
- A. Remove and replace defective work, including transaction windows that are warped, bowed, or otherwise unacceptable.
- B. Adjust for smooth operation of sliding windows

3.4 CLEANING AND PROTECTION

- A. Clean surfaces promptly after installation of transaction windows. Take care to avoid damaging the finish. Remove excess glazing and sealant compounds, dirt, and other substances.
- B. Clean glass of preglazed transaction windows promptly after installation.
- C. Provide temporary protection to ensure that transaction windows are without damage at time of Substantial Completion.

END OF SECTION 085610

BID ADDENDUM #3



KG+D ARCHITECTS PC
285 MAIN STREET
MOUNT KISCO N. Y. 10549

Sheet Title
**REVISED ROOF PLAN
(DRAWING A251)**

S.E.D. Control No.
44-90-00-00-0-035-009

**ARDEN HILL - MAIN BUILDING ALTERATIONS TO NORTH
WING**
ORANGE-ULSTER BOCES
BID ADDENDUM #3

Job No.
2023-1011

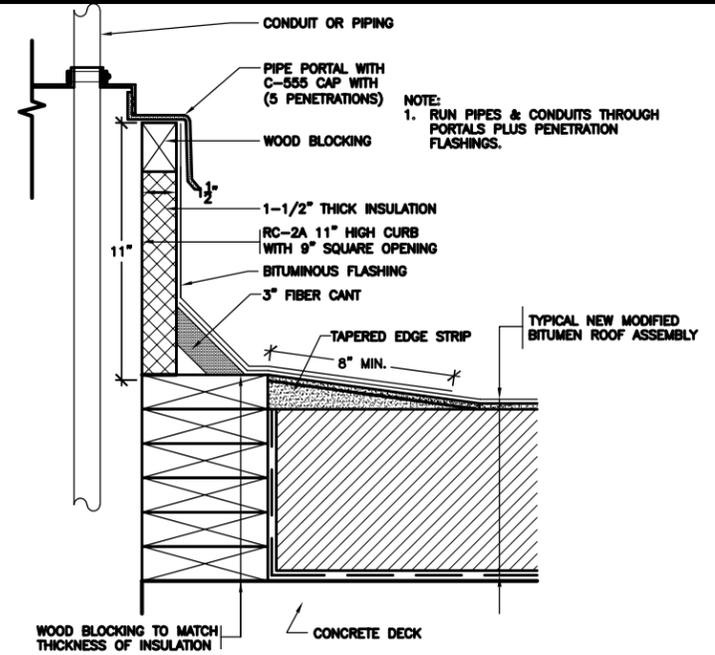
Date
5/23/24

Scale
1/16"=1'-0"

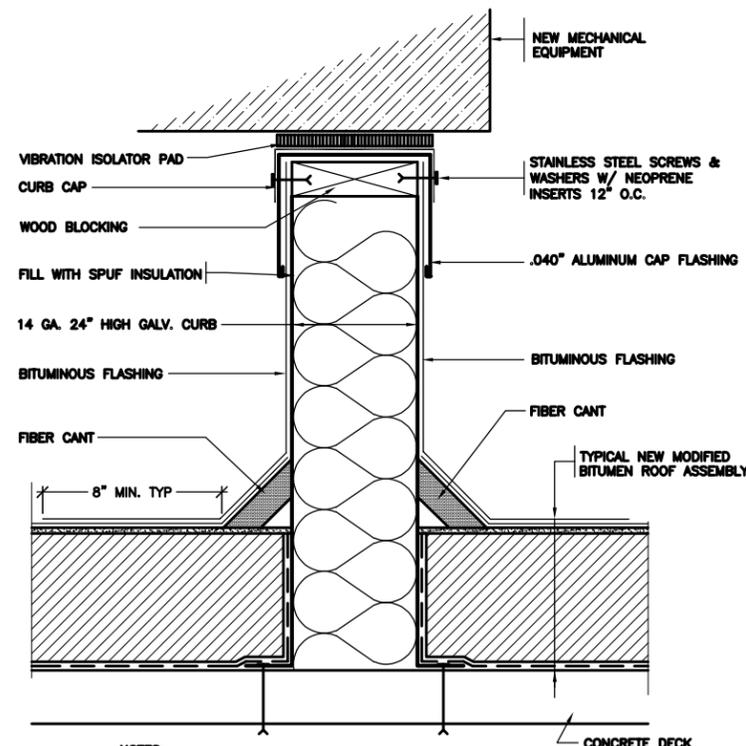
Sheet No.
ASK-1a

Reference Drawing

BID ADDENDUM #3

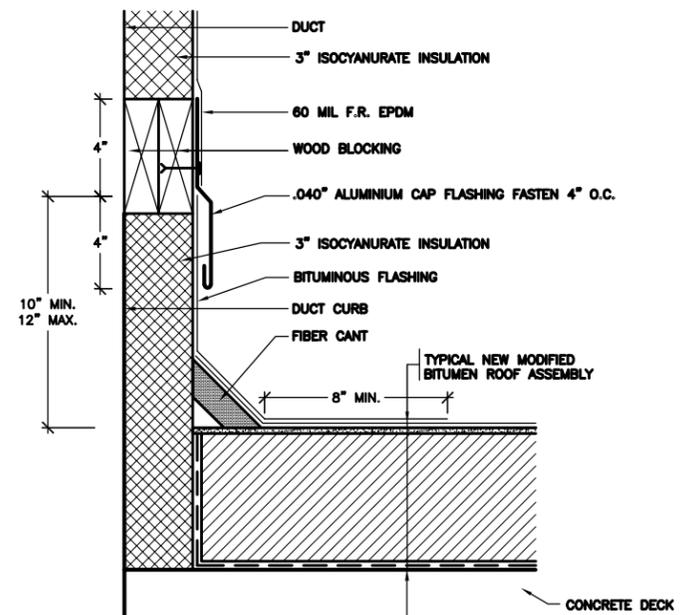


39 PORTAL CURB
 SCALE: 0 1" 2" 4" 8"



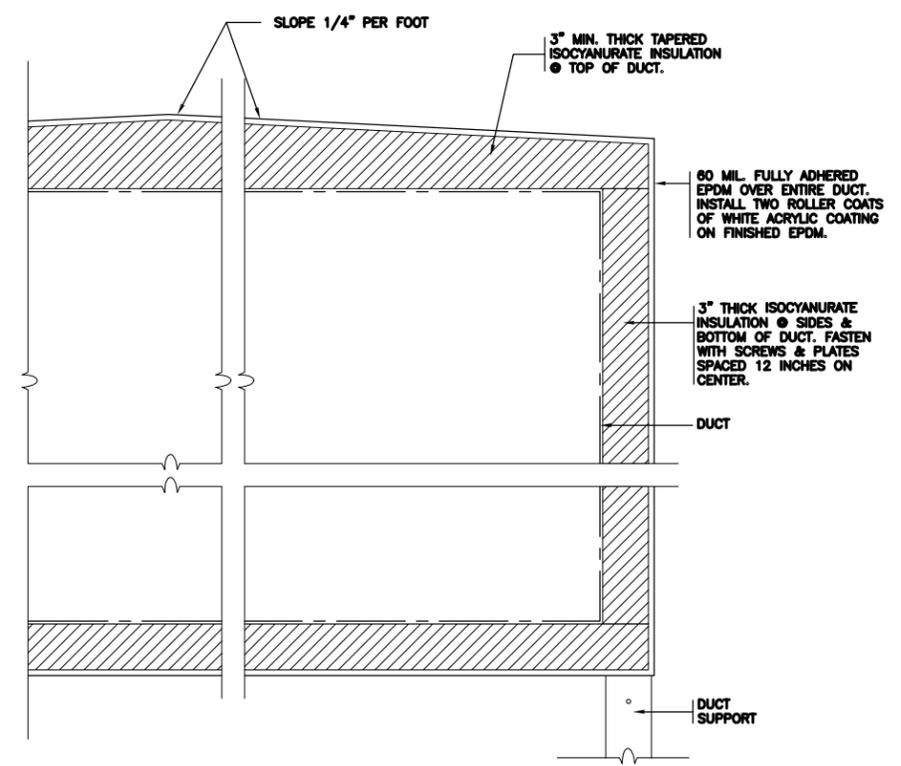
NOTES:
 1. NEW 24" HIGH CURBS FOR EQUIPMENT BY MECHANICAL CONTRACTOR.

41 REVISED EQUIPMENT CURB
 SCALE: 0 1" 2" 4" 8"



NOTES:
 1. COVER FASTENER HOLES AND SEAMS IN THE DUCT WITH PEEL AND STICK MEMBRANE. INSTALL NEW 3" THICK ISOCYANURATE INSULATION ON THE SIDES AND BOTTOM OF THE DUCTS, AND TAPERED INSULATION SLOPING 1/4" PER FOOT, MINIMUM 3" THICK ON TOP OF THE DUCTS. COVER THE INSULATION WITH 60 MIL FULLY ADHERED EPDM.

42 REVISED DUCT CURB
 SCALE: 0 1" 2" 4" 8"



43 DUCT WATERPROOFING (REVISED DETAIL: 7/A831)
 NOT TO SCALE

QuES&T

Quality Environmental Solutions & Technologies, Inc.

May 22, 2024

Mr. Chek Beng Ng, P.E.
NYS Department of Labor
Engineering Services Unit
State Campus Bldg. 12, Room #154
Albany, NY 12589

Dear Mr. Beng Ng,

Attached is a variance request relating to an emergency cleanup project resulting from an Incidental Disturbance of asbestos-containing Spray-on Fireproofing throughout the boiler room and subsequently the balance of the building at Arden Hill North Wing within Orange Ulster BOCES located at 4 Harriman Drive, Goshen, NY.

The project will involve wet cleaning and HEPA vacuuming of all non-porous surfaces remove & dispose of existing ACM Debris in order to wall off the electrical area of the boiler room. All porous materials/debris will be removed and disposed of as ACM waste. Completion of the Incidental Disturbance Cleanup Project is critical to subsequent construction within Arden Hill North Wing as part of the Construction Project. The project also involves the scraping and then drilling interiors areas with ACM Tar to install new cameras for the building. The balance of the building incidental disturbance will be completed following the boiler room. Therefore, timing is of the essence.

We believe the attached Request for Variance meets the spirit and intent of the law and would not expose removal workers or the general public to elevated levels of Asbestos Fibers and would address:

1. The practical operational problems in the safe conduct of the project.
2. To allow the School to commence construction activities.
3. Allow the facility to provide uninterrupted essential services.

If we can be of any assistance in providing additional information or clarification that may be of value in the review of this Request for Variance please contact me at 845-298-6031. Your prompt consideration of this matter would be greatly appreciated.

Sincerely,



Larry Goldstein

Project Manager, Field & Technical Services
NYS/AHERA Supervisor/Project Monitor/
Air Sample Technician/Inspector/Project Designer/
Management Planner Cert. #23-6LUZS-SHAB
NYS Mold Assessor Cert. # MA01428
NYC DEP Investigator Cert. #143355

**PETITION FOR VARIANCE
ORANGE-ULSTER BOCES – ARDEN HILL NORTH WING
INCIDENTAL DISTURBANCE & TAR DRILLING**

Nature of Work:

We are requesting relief from specific sections of Title 12 NYCRR Part 56 for performing cleaning of interior friable asbestos-containing Spray-On Fireproofing within the boiler room to segregate the electrical from the rest of the room and “spot penetrations” of interior, non-friable asbestos-containing tar surfaces. Abatement activities to include scraping the ACM Tar in an area where a penetration will go and plunging 1-2-inch drill-hole penetrations, within approximately two-hundred (200) independent locations, as described in the attached drawings. The spot penetrations are being performed for the purpose of installing pipe sleeves through specific Ceiling/Soffit/Walls as part of a technology/security upgrades project throughout Orange-Ulster BOCES Arden Hill North Wing. Overall approximate total of ACM Tar to be disturbed during the project is estimated to be less than ten total square-feet (<10 SF). Following the cleanup of the boiler room, the balance of the building will be cleaned and abated using the same procedures noted.

In addition to the performance of abatement activities by certified, licensed Asbestos Abatement Workers/Professionals, and under the project oversight of an independent Third-Party Project Monitor hired directly by the Owner, all spot penetrations shall be performed utilizing equipment manufactured with Dust Control Shields/Shrouds, engineered to capture extracted dust and minimize fiber release.

Utilizing Drills/penetrating equipment with Dust Control Shields/Shrouds (comparable to the attached model-type) controls dust/fiber release by attaching a “Drill Shield” to a battery-operated Drill and a HEPA Vacuum. The “Drill Shield” is a professional quality hand tool for the effective control of toxic and nuisance dusts while drilling or cutting holes. Engineered to attach to most drills and work as a single unit, a standard 6" drill bit can penetrate materials easily while a rubber-pleated casing captures the extracted dust. As the material is drilled, the drill nozzle compresses without hindering operation and ensures that the bit is shrouded, containing the dust.

Applicable Sections:

- 56-11.2 – Emergency Projects**
- 56-7.5(c) - Personal Decontamination Enclosure**
- 56-7.5(e)(1) – Waste Decontamination System**
- 56-7.8 - Engineering Controls**
- 56-7.11 (e) – Floors Walls and Ceiling Plasticizing and Sealing**
- 56-4.9(a) – Background Air Sampling**
- 56-7.10(c) – Pre-Cleaning**
- 56-8.4(a) – Asbestos Handling**
- 56-7.7 – Electrical Power**
- 56-4.9(a)(b)(c)(d) - Number and Location of Samples Required**
- 56-7.1(c)(4) - Air Sample Requirements**
- 56-9 - Final Cleaning and Clearance Procedure**

SPECIFIC VARIANCE

We propose to construct a negative pressure regulated work area in compliance with 56-7.11(a)(b) to encompass the affected area and utilize a series of wet cleaning and HEPA vacuuming of all non-porous and then install a hardwall to seal off the electrical area from the rest of the boiler room. We also propose to scrape ACM Tar from the perimeter wall in areas where 1-2 inch drill-hole penetrations will be made to facilitate the installation of new cameras for the building. After drilling, pipe sleeves will be installed so that any wiring may be done after

**PETITION FOR VARIANCE
ORANGE-ULSTER BOCES – ARDEN HILL NORTH WING
INCIDENTAL DISTURBANCE & TAR DRILLING**

all asbestos-related activities are completed. Following the cleanup of the boiler room, the balance of the building will be cleaned and abated using the same procedures noted.

In addition to the performance of abatement activities by certified, licensed Asbestos Abatement Workers/Professionals, and under the project oversight of an independent Third-Party Project Monitor hired directly by the Owner, all spot penetrations shall be performed utilizing equipment manufactured with Dust Control Shields/Shrouds, engineered to capture extracted dust and minimize fiber release.

Utilizing Drills/penetrating equipment with Dust Control Shields/Shrouds (comparable to the attached model-type) controls dust/fiber release by attaching a “Drill Shield” to a battery-operated Drill and a HEPA Vacuum. The “Drill Shield” is a professional quality hand tool for the effective control of toxic and nuisance dusts while drilling or cutting holes. Engineered to attach to most drills and work as a single unit, a standard 6" drill bit can penetrate materials easily while a rubber-pleated casing captures the extracted dust. As the material is drilled, the drill nozzle compresses without hindering operation and ensures that the bit is shrouded, containing the dust.

General Relief Request

56-7.7 - Electrical Power

We are requesting relief from shutting down the service panels within the work area as the entire building is contaminated and the intent of this cleanup is to then allow electricians in to the now cleaned area to access the panels. The panels will be wrapped with three independent layers of 6 mill poly and labeled live electric. We are requesting to not have to wrap the low voltage wires as they need to be cleaned as part of this project and they will be deenergized.

56-7.11 (e) – Floors Walls and Ceiling Plasticizing and Sealing

We are asking for relief from plasticizing the concrete walls within the work area, as they need to be cleaned during the cleanup. All surfaces within the work area will need to be cleaned and therefore cannot be plasticized.

56-11.2 – Corrective Actions for Incidental Disturbance of ACM

- 1) Due to space restrictions within the boiler room, a combined small project personal and waste decontamination system enclosure, constructed in accordance with 56-7.5, shall be attached to the work area.
- 2) **Background Air Sampling 56-4.9(a):** We are requesting relief from the performance of background air sampling and analysis due to the nature of this cleanup work. Also, the ACM Tar to be disturbed during drilling procedure will total less than ten square feet (10SF). Subsequent air sampling shall be performed as requested below.
- 3) **Pre-Cleaning 56-7.10(c):** We are requesting exemption from the prohibition of disturbing asbestos during pre-cleaning of the work area. We propose to pre-clean all non-porous surfaces by removing all visible debris by hand, while thoroughly wetting said debris, and placing in proper asbestos disposal bags and discarding as per 56-8.9. Additionally, the regulated abatement work area shall be thoroughly cleaned using both HEPA filtered vacuum equipment and wet cleaning methods. All porous materials (ie...ceiling tiles, de-laminated plaster, etc...) will be removed and disposed of as ACM.

**PETITION FOR VARIANCE
ORANGE-ULSTER BOCES – ARDEN HILL NORTH WING
INCIDENTAL DISTURBANCE & TAR DRILLING**

Prior to removal of debris, installation of a negative pressure tent regulated area in compliance with 56-7.11(f)(1) shall be completed.

- 4) **Asbestos Handling 56-8.4(a):** Upon completion of the negative pressure regulated area, as requested above, removal and disposal of ACM contaminated ceiling tiles shall be performed. ACM contaminated ceiling tiles shall be thoroughly wetted and placed directly into proper asbestos disposal bags and discarded as per 56-8.9.
- 5) **Final Cleaning 56-9:** Upon completion of removal activities of all identified suspect materials, a visual inspection followed by cleaning of the work area shall commence. A single clean of all surfaces and non-porous items, within the work area shall be performed using HEPA vacuums and wet wiping. Upon completion of the Final required Cleaning, the work area shall be inspected as described in 56-9.
- 6) **Final Clearance Air Sampling 56-9:** The Abatement Contractor shall observe a four (4) hour settling/drying period after completion of the Final Required Cleaning and visual inspection. Once the settling/drying period has elapsed, an authorized and qualified individual; independent of the removal project (i.e. the Project Monitor); shall determine if the surfaces in the work area are dry. Once the work area has been inspected and found to be dry, aggressive TEM air clearances may be performed following AHERA protocols for a K-12 School.

For the Balance of the Building (Incidental Disturbance):

- 1) Due to space restrictions within the building, a combined small project personal and waste decontamination system enclosure, constructed in accordance with 56-7.5, shall be attached to the work area.
- 2) **Background Air Sampling 56-4.9(a):** We are requesting relief from the performance of background air sampling and analysis due to the nature of this cleanup work. Subsequent air sampling shall be performed as requested below.
- 3) **Pre-Cleaning 56-7.10(c):** We are requesting exemption from the prohibition of disturbing asbestos during pre-cleaning of the work area. We propose to pre-clean all non-porous surfaces by removing all visible debris by hand, while thoroughly wetting said debris, and placing in proper asbestos disposal bags and discarding as per 56-8.9. Additionally, the regulated abatement work area shall be thoroughly cleaned using both HEPA filtered vacuum equipment and wet cleaning methods. All porous materials (ie...ceiling tiles, de-laminated plaster, etc...) will be removed and disposed of as ACM. Prior to removal of debris, installation of a negative pressure tent regulated area in compliance with 56-7.11(f)(1) shall be completed.

Upon completion of the incidental disturbance cleanups, each work area shall be cleaned, inspected, and documented in compliance with 56-8.6(b)(iv) Intermediate Completions. Immediately following, abatement of intact friable and non-friable materials will commence within the negative pressure regulated area. Due to space restrictions within the building and the nature of the spray-on fireproofing, gross removal of intact friable materials shall be removed utilizing wet methods, HEPA vacuums and an impermeable drop cloth placed directly below removal locations and extended outwards five (5) feet in all directions, or to the nearest full height wall.

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- 4) **Asbestos Handling 56-8.4(a):** Upon completion of the negative pressure regulated area, as requested above, removal and disposal of ACM contaminated ceiling tiles shall be performed. ACM contaminated ceiling tiles shall be thoroughly wetted and placed directly into proper asbestos disposal bags and discarded as per 56-8.9.
- 5) **Final Cleaning 56-9:** Upon completion of removal activities of all identified suspect materials, a visual inspection followed by cleaning of the work area shall commence. A single clean of all surfaces and non-porous items, within the work area shall be performed using HEPA vacuums and wet wiping. Upon completion of the Final required Cleaning, the work area shall be inspected as described in 56-9.
- 6) **Final Clearance Air Sampling 56-9:** The Abatement Contractor shall observe a four (4) hour settling/drying period after completion of the Final Required Cleaning and visual inspection. Once the settling/drying period has elapsed, an authorized and qualified individual; independent of the removal project (i.e. the Project Monitor); shall determine if the surfaces in the work area are dry. Once the work area has been inspected and found to be dry, aggressive TEM air clearances may be performed following AHERA protocols for a K-12 School.

For ACM Tar Removal/Drilling:

Phase IIA Activities – Regulated Abatement Work Area(s) Preparation/Enclosure Construction

We are requesting relief from construction and installation of extensive engineering controls, work area containments, and hygiene facilities. We propose to:

- 1) Place a drop cloth, consisting of two independent layers of 6-mil fire retardant plastic sheeting drop-cloth, directly beneath each intended penetration location. The dropcloth shall extend a minimum of five (5) feet away from the base of the penetrating-wall, as well as a minimum of three (3) feet beyond either side of the wall-penetration locations, or to the closest full-height wall (i.e. floor-to-ceiling deck), whichever is less. The dropcloth shall be considered the work area.
- 2) Barrier tape and signage in compliance with 56-7.4 shall be posted at the perimeter of each designated work area to a distance of 25 feet and shall remain vacated except for certified workers. Until satisfactory clearance air monitoring results have been achieved
- 3) A Remote Personal Decontamination Unit will be located either within the School building or within 50 feet of the structure that is subject to be abated. The remote decon will stay operational only on days of abatement and until after clearance air monitoring results have been achieved or the abatement project is complete.
- 4) Each restricted area shall have an attached air lock within which worker shall remove their outer suit, wipe off their inner suit and don a clean outer suit prior to proceeding to another work area or to the remote decon unit. A walk designated walkway shall be established each time abatement works need to move between work areas and/or the decon unit.
- 5) All personnel within the designated work area shall don proper Personal Protective Equipment (PPE) as per 56-2(co) prior to entering the work area and enter/exit the work

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area through a single designated entrance/exit.

- 6) Critical barriers shall be constructed to seal off all openings and penetrations within five (5) feet of the designated work area as per 56-7.11(a).
- 7) The Abatement Contractor shall establish an equipment area consistent with the requirements of 29 CFR 1926.1101(j)(2)(i) adjacent to the regulated work area for the decontamination of employees and their equipment. This equipment area shall consist of an area covered with an impermeable dropcloth on the floor or horizontal working surface. The equipment area shall be of sufficient size to accommodate cleaning of equipment and removing the outer disposable personal protective clothing without spreading visible accumulations of contamination.
- 8) Non-porous/painted, cleanable surfaces within the work area shall not be covered with plastic sheeting. Upon completion of wall-penetrations (i.e. Phase IIB), said surfaces shall be thoroughly cleaned using HEPA-vacuums and wet-cleaning methods.
- 9) A full-time Project Monitor shall be onsite for the duration of Phases of abatement activities, and shall ensure abatement contractor compliance with variance conditions.
- 10) Performance of air sampling shall be performed as requested below.

Phase IIB Activities – Asbestos Handling, Initial Cleans & Waste Removal

Upon relief from Phase IB & IIA activities as requested above, we propose to perform Phase IIB as follows:

- 1) All personnel within the designated work area shall don proper Personal Protective Equipment (PPE) as per 56-2(co).
- 2) Performance of “spot penetrations” of interior friable asbestos-containing Plaster Ceiling/Soffit/Walls shall consist of plunging 1-inch penetrations utilizing manufactured-equipment with Dust Control Shields/Shrouds, engineered to capture extracted dust and minimize fiber release.
- 3) Licensed Abatement Contractor shall utilize Drills/penetrating equipment with the “Drill Shield” Dust Control Shield/Shroud (comparable to a Nilfisk negative pressurized drill shield). Wet methods (i.e shaving cream, foam or other wet methods) shall be used at all drill location. The “Drill Shield” controls dust/fiber release by attaching the shield/shroud to the hand-held Drill/penetrating equipment and to a CFM HEPA Vacuum, creating a virtually dust-free environment.
- 4) All power tools used to disturb ACM shall be HEPA ventilated as per ICR 56-7.2(o).
- 5) The interior of the power tools dust shroud will be considered the regulated abatement work area. However the room/area/space where ACM drilling operations occur is considered to be a restricted area limited to certified personnel and authorized visitors until the project is complete.
- 6) Upon completion of wall-penetrations/plunging, non-porous/painted/cleanable surfaces

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within the work area shall be thoroughly cleaned using HEPA-vacuums and wet-cleaning methods. Immediately following, installations of associated “Pipe Sleeves and/or wall anchors” shall be installed, by the Abatement Contractor, throughout the openings. Pipe sleeve and/or wall anchor perimeters shall be surface sealed with Caulk. Abatement workers exiting “work area” shall immediately access “equipment area” as requested above. Within the equipment area Abatement workers shall clean equipment and remove outer disposable personal protective clothing, without spreading visible accumulations of contamination, and placing all (i.e. suits, rags, respirator filters, gloves, etc.) directly into asbestos waste bags and discarded as per 56-8.9.

- 7) A full-time Project Monitor shall be onsite for the duration of Phase IIB activities, and shall ensure abatement contractor compliance with variance conditions.
- 8) Performance of air sampling shall be performed as requested below.

Phases IIC & IID Activities – Final Cleaning & Clearance and Final Waste Removal From Site

Upon relief from Phase IB, IIA & IIB activities as requested above, we propose to perform Phases IIC & IID as follows:

- 1) All personnel within the designated work area shall don proper Personal Protective Equipment (PPE) as per 56-2(co).
- 2) Upon completion of Phase IIB activities, all non-porous/painted/cleanable surfaces within the designated work area shall be thoroughly cleaned using HEPA-vacuums and wet-cleaning methods from top to bottom.
- 3) Upon completion of abatement activities and after a ten (10) minute waiting (drying/settling) period, the full time Project Monitor shall visually inspect the work area dropcloth for cleanliness and verify the removals area is dry. When an acceptable visual inspection is completed, the dropcloth may be removed.
- 4) Upon satisfactory completion of the final visual inspection, the dropcloth will be rolled/folded inwards and the abatement portion of the project will be concluded.
- 5) The drop cloth shall be disposed of as ACM-contaminated material and discarded as per 56-8.9.
- 9) A full-time Project Monitor shall be onsite for the duration of Phase IIC & IID activities, and shall ensure abatement contractor compliance with variance conditions.
- 10) Performance of air sampling shall be performed as requested below.

Air Monitoring

We propose to perform Air Sampling as follows:

- 1) *Background Air Sampling (Phase IB)* – we are requesting relief from performance of Background Air Sampling as part of this project due to the minimal quantity of ACM

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Plaster to be disturbed (approximately 5 SF overall). Subsequent air sampling shall be performed as requested below.

- 2) *Work Area Preparation (Phase IIA), Asbestos Handling (Phase IIB) and Final Cleaning & Clearance (Phase IIC) Air Sampling* – we are requesting relief from performance of Work Area Preparation, Asbestos Handling and Final Cleaning & Clearance Air Sampling as part of this project due to the minimal quantity of ACM Plaster to be disturbed (approximately 5 SF overall) and the minimal associated set-up and removal time durations required. In place, we propose to perform four (4) cumulative samples as follows one (1) Inside Isolation Barrier (within 5 feet of each drop cloth, one (1) at the air lock to the regulated area, one (1) at the entrance of the remote decon and one (1) at the exit of the remote decon. Phase Contrast Microscopy (PCM) Air Sample within each designated work area to encompass Phase IIA, Phase IIB and Phase IIC activities.
- 3) In lieu of post-abatement clearance air monitoring in compliance with ICR-56-9.2(d), the most recent daily abatement air samples collected during the drilling and cleaning operation in the restricted area, shall be used for comparison with ICR-56.11 clearance criteria.

Laboratory results for our proposed EIIB PCM Air Sampling shall be utilized to establish compliance with the requirements of 56-9.2(d). Levels measured within the work area shall not exceed 0.01 f/cc or background whichever is greater. In the event that criteria specified above are not satisfactorily achieved, the designated work area shall be re-inspected and aggressive clearances shall be performed in accordance with all applicable provisions of Industrial Code Rule 56.

GENERAL CONDITIONS

1. Uncertified persons shall be prohibited from all work area(s).
2. On days when no abatement activities are being performed no air monitoring is required.
3. A copy of this SPECIFIC VARIANCE shall be conspicuously posted at the entrance to the work area.
4. All other applicable provisions of Industrial Code Rules 56 shall be complied.