

# ADDENDUM 1

This Addendum consists of the following information:

Part 1	Division #00 & 01, Bidding and Contract Requirements	
Part 2	Technical Changes, Architectural, Structural and Civil .....	NOT USED
Part 3	Technical Changes, Mechanical, Electrical and Plumbing .....	NOT USED
Part 4	Drawing Changes, Architectural and Civil and Landscaping	
Part 5	Drawing Changes, Structural .....	NOT USED
Part 6	Drawing Changes, Mechanical, Electrical and Plumbing.....	NOT USED
Part 7	Clarifications.....	NOT USED
Part 8	List of Attachments	

**BID DATE HAS BEEN EXTENDED TO WEDNESDAY, JULY 6, 2022, AT 11:00 AM**

## **Part 1 Division 00 & 01, Bidding and Contract Requirements**

1. Section 002100 Invitation & Instructions:
  - a. REPLACE existing Bid Form contained in the bid documents with the revised Bid Form attached to the end of this addendum. Use revised bid form when submitting bids. Alternates and Unit Prices have been added.
2. Section 005000 AIA A104-2017:
  - a. Item 17.1.6 – REVISE to \$5 million Umbrella Insurance for work at an elevation greater than 10 feet.
3. Section 007002 Insurance Rider:
  - a. Item 1 – REVISE to \$5 million Umbrella Insurance for work at an elevation greater than 10 feet.

## **Part 4 Drawing Changes, Architectural and Civil and Landscaping**

### **Drawing A-1 Partial Roof Plan**

1. Revise Note 4 on Drawing A-1 to read as follows:
  - a. Carefully remove existing roof top electrical conduit and gas line supports as needed to perform roof repair and replacement work. Adjust the supports if needed and reset the conduits and gas lines on the existing supports. Provide new galvanized steel clips and bolts and replace any that can't be reused.
2. Install a 2 ply SBS modified bitumen roof consisting of a base sheet and granular cap sheet, set in cold adhesive, on entrance canopy roof Area F; and, after the roof is complete and passes a water test, coat the roof with 2 component modified bitumen adhesive and while wet, broadcast blue ceramic granules in the coating to achieve a consistent blue colored surface.
3. Install four fall arrest davits, approximately where located on Drawing A-1. Each davit shall be secured with six 3/8-inch diameter threaded rods, washers and lock nuts, with backing plates that clamp around an underlying structural steel member. Basis of design, Guardian CB-18 Concrete Anchor. Install new PVC flashings on the Anchors – Detail 29 / A-4 similar.
4. Install PVC Walkpads where shown

**Part 8            List of Attachments**

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Specification Section 002100  
Drawing A-1

13 pages  
1 page

--- End of Addendum 1 ---

## **PART 1 - INVITATION & INSTRUCTIONS**

**Project:** Partial Roof Replacement + Repair

**Project Location:** Putnam Valley High School  
146 Peekskill Hollow Road  
Putnam Valley, NY 10579

**Owner:** Putnam Valley CSD  
171 Oscawana Lake Road  
Putnam Valley, NY 10579  
Contact: David Spittal, Director of Facilities

**Architect:** KG+D Architects, PC  
285 Main Street  
Mount Kisco, NY 10549  
Attn: Andrew Allison  
914.666.5900

Bid proposals must be submitted on the attached, fully executed forms. They are to be submitted in sealed envelopes bearing on the outside, the name and address of the bidder, the title of the Project as noted above, and the opening date and time. Failure to fully complete the form or follow the instructions may result in disqualification.

Attendance at the pre-bid inspection is highly recommended. Contractors shall meet at the Project Location building main entrance. Reasonable knowledge of the site and conditions is the contractor's responsibility and is understood as agreed to by the contractor by submitting a bid proposal. Questions as a result of such inspection, or of the documents, should be submitted in writing to the office of the Architect as listed above.

The Owner reserves the right to waive or refuse to waive any proposal informalities.

Submitted bids shall remain irrevocable for a period of forty-five (45) days.

All sealed bids must include the following executed documents:

- ☐ Bid Proposal Form
- ☐ Non-Collusive Affidavit
- ☐ Indemnification and Hold Harmless Clause
- ☐ Certification of Compliance with the Iran Divestment Act
- ☐ Bid Security

## PART 2 – BID PROPOSAL FORM

Putnam Valley HS Partial Roof Replacement + Repair

Name: \_\_\_\_\_

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

Municipality / State / Zip Code: \_\_\_\_\_

Telephone and Email Address: \_\_\_\_\_

Contact Person (*printed name and title*): \_\_\_\_\_

The undersigned acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein:

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Number of Pages</u>
<u>Bid Addendum #1</u>	<u>27 June 2022</u>	<u>16</u>
_____	_____	_____
_____	_____	_____

### Base Bid:

Partial Roof Replacement, Repair, and all associated work per the Construction Documents

The total amount for the work above is:

\_\_\_\_\_ and 00/100 DOLLARS (\$\_\_\_\_\_.00)  
(*Written in words*) (*Written in numerals*)

INCLUDED IN THE ABOVE BASE BID is the following amount for replacement of 500 SF of deteriorated metal decking:

\_\_\_\_\_ (\$\_\_\_\_\_) Dollars  
(*words*) (*numerals*)

### Alternates:

Alternate No. 1 - SBS modified bitumen roof repairs for areas of roofing that are not being replaced. Includes 2,500 square feet.

\_\_\_\_\_ (\$\_\_\_\_\_) Dollars  
(words) (numerals)

Alternate No. 2 - Addition of Decor ribs

\_\_\_\_\_ (\$\_\_\_\_\_) Dollars  
(words) (numerals)

**Unit Prices:**

The undersigned agrees to perform all work as drawn and specified for the following items at the unit prices given:

Unit Price No. 1 - Replace deteriorated metal decking if any is discovered when the existing roof is removed as required for the unit price per square foot of:

\_\_\_\_\_ (\$\_\_\_\_\_) Dollars  
(words) (numerals)

Unit Price No. 2 - Repair deteriorated sections of existing SBS modified roofs that are not being replaced as required for the unit price per square foot of:

\_\_\_\_\_ (\$\_\_\_\_\_) Dollars  
(words) (numerals)

Authorized Signature: \_\_\_\_\_  
(Print Name/Title) (Sign)

### NON-COLLUSIVE AFFADAVIT

By submission of this proposal each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal 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 proposal 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 proposer or with any competitor;
2. Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, herby affirm under the penalties of perjury that the foregoing statement is true.

Dated: \_\_\_\_\_ Signed \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

### 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/Company)

Dated: \_\_\_\_\_ Signed \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print 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 \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

OR



**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 \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_

### **PART 3 – CONTRACT REQUIREMENTS & GENERAL CONDITIONS**

#### **A. Contract**

By submission of a proposal, the Contractor agrees to enter into a contract with the Owner within 30 days of the submission of the bid. The form of Contract and General Conditions is included in this project manual.

#### **B. Insurance Requirements**

If awarded the job, the bidder agrees to obtain policies of insurance for the following coverages in the amounts listed, upon which the Owner, "KG+D Architects, P.C." and consultants are named as "additional insured."

The contractor shall provide adequate proof of coverage within seven (7) calendar days of receipt of the notice of award (and to proceed) of the contract by the Board of Education. Failure to provide such proof may void the proposal.

The successful proposer, at its sole cost and expense, shall provide the Owner with insurance coverage as detailed in *Section 007002 Insurance Rider*, whether the operations to be covered thereby are through the successful bidder or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Insurance Coverage Requirements Summary: See *Section 007002 Insurance Rider*

#### **C. Bid Bond**

All bids must be accompanied by a Bid Bond in the amount of 5 percent of the Contract Sum drawn by a recognized surety authorized to conduct business in the State of New York and made payable to the Owner. Bid security will be returned to all except the three lowest bidders, after formal analysis and evaluation of bids. No bid will be withheld beyond the forty-five (45) day period stipulated above. Remaining bid security will be returned to bidders after Owner and successful bidder have executed the Agreement and the Owner has received and approved performance and payment bonds.

#### **D. Performance and Payment Bonds**

Separate Performance and Payment Bonds will be required for the work. Each shall be in the amount of 100% of the Contract price.

#### **E. Qualifications**

Entities submitting proposals are to be experienced in the work of this project and must provide complete information on three representative projects, which can be viewed by the Owner, including being within 30 miles of the project site.

#### **F. Prevailing Wage**

Contractors and subcontractors must submit Certified Payroll and Waiver of Liens with each application for payment.

#### **G. Submittals**

Provide complete submittals of all materials and assemblies to be utilized in the project. These are to be approved by the Owner and or Architect prior to ordering materials.

Requirements for the submittal process will be discussed at the initial project meeting, however no asbestos or lead containing materials will be used or brought on the Owner's site.

**All project submittals are due within 45 days of notice to proceed (NTP).**

H. Equivalency Clause

As per the requirements of the State Education Department and New York State Law approved equivalent products will be reviewed by the Owner and or Architect and if they meet the performance criteria of the specified products, they will be deemed acceptable.

Any materials, articles or equipment of other manufacturers and vendors which performs the same duties imposed by the general design may be considered equally acceptable provided that the material, article or equipment so proposed is of equal quality, substance and function. It is the responsibility of the Contractor to show that the proposed substitution is equal. It is the responsibility of the Contractor to identify any substitutions and to provide a point-by-point comparison and backup, such that a reasonable review can be made. The Contractor shall not provide, or install any such proposed material, article or equipment without prior written approval.

I. Existing Conditions / Field Verification

The Contractor shall familiarize themselves with the existing conditions, verify necessary field conditions to prepare an accurate proposal, perform all required measurements for the fabrication and installation of work, and assume complete responsibility for the accuracy of same.

J. Scope

This project involves partial roof replacement, limited repairs and associated work at Putnam Valley High School.

K. Special Requirements

Special Project Requirements - Contractor at all times will comply with the full requirements of 8 NYCRR Section 155.5 as they address "General Safety and Security Standards for Construction Projects."

The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

A complete copy of 155.5 may be obtained at the State Education Department web site, <http://www.emsc.nysed.gov/facplan> or at the office of the architect.

Specifically, contractors must take special note of the requirements for NO SMOKING, separation of construction from students and staff, and worker picture identification being worn at all times. Contractor will check in with the Owner representative at the beginning and end of each work period. Hours of work and noise control must comply with the local municipal requirements. No work under this contract will be done while the school is occupied.

Further explanations of special requirements are listed below:

1. General safety and security standards for construction projects are as follows:

- a) All construction materials shall be stored in a safe and secure manner.
- b) Fences around construction supplies or debris shall be maintained.
- c) Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
- d) Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites."

2. Separation of construction areas from occupied spaces:

Construction areas which are under the control of a contractor and therefore not occupied by district staff or students shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

- a) A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
- b) Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
- c) All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times that classes are in session."
- d) The contractor shall be responsible for the control of chemical fumes, gases, and other contaminants to ensure they do not enter occupied portions of the building or air intakes.
- e) The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers' recommendations before a space can be occupied.
- f) A plan detailing how exiting required by the applicable building code will be maintained. Existing exits from occupied portions of buildings must be continuously maintained or alternative exits provided.
- g) Existing fire safety systems, such as fire alarms and exit and emergency lights, must be continuously maintained or provisions made to provide equivalent safety. In addition, the fire department must be notified of any non-operating systems.

- h) Provide and follow a plan detailing how adequate ventilation will be maintained during construction.
- i) Develop and maintain a noise abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
  - 1. Equipment and work shall not produce noise in excess of 60db in occupied areas or shall be scheduled for off hours or acoustical abatement procedures shall be taken. Noise level measurements (dba) shall be taken with a type 2 sound level meter in the occupied space in a location closest to the source of the noise.
  - 2. Execute construction work by methods and by use of equipment which will reduce excess noise.
  - 3. Equip air compressors with silencers, and power equipment with mufflers.

General Requirements – Contractor to provide all support and general requirements as needed to complete their own work and to avoid impacting the Owner's operations. The contractor may obtain temporary water and 120volt power from the building, subject to cancellation if abused.

L. Construction Procedures

The Contractor is to review all on-site construction operations including staging areas, worker parking, delivery access, dumpster location, work hours and schedules with the Owner / Architect prior to proceeding. All on-site operations are to fully comply with Section 155.5.

M. Asbestos Abatement

Testing performed by the Owner has indicated Asbestos will not be encountered during this project. However:

Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. If abatement is required, a copy of the current NYS Department of Labor License (with picture) bearing the designation "I" for Asbestos Project Designer and indicating expiration date must be submitted. The Asbestos Designer must also be a NYS Licensed Architect or Engineer.

It is the interpretation of the New York State Education Department that the term "building", as referenced in this section, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed noncombustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion and ventilation systems must be physically separated and sealed at the isolation barrier.

N. Lead Abatement / Lead Paint / PCBs

Testing performed by the Owner has indicated lead paint and PCB's will not be encountered during this project. However:

All areas scheduled for construction as well as areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the following guidelines:

Any construction or maintenance operations which will disturb lead-based paint shall be abated pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, Washington, DC 20410; available at the New York State Education Department Office of Facilities Planning, 89 Washington Avenue, Room 1060 EBA, Albany, NY 12234).

In the event undocumented lead-based paint is discovered during the work, the Contractor shall immediately notify the Architect/Engineer and/or Owner for instructions as to procedures to be taken.

PCBs are regulated by the U.S. Environmental Protection Agency (U.S. EPA) and the State of New York. PCBs may be present in building caulk or in the soil near caulked structures in typical locations such as windows and expansion joints. If it is determined that caulking materials and/or soil contain PCBs, a site-specific abatement plan should be developed to address potential environmental and public health concerns. The HUD Technical Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing available at [www.hud.gov/offices/lead/guidelines/hudguidelines/](http://www.hud.gov/offices/lead/guidelines/hudguidelines/) can be used as a basis for developing the steps for abating the contamination and preventing contamination of nearby areas.

This is the same guideline required by NYSED to manage lead contaminated materials in schools under the RESCUE regulations. Caulking materials that contain either lead, PCBs, or both can therefore be managed under the same guidance. Caulking materials that contain asbestos in addition to either lead or PCBs or samples that contain only asbestos will be managed in accordance with requirements of the NYS Department of Labor Code Rule 56.

#### O. Milestone Schedule & Work Hours

The Contractor shall develop a construction schedule inclusive of the following tasks and milestones.

Award / notice to proceed (NTP):	No later than 45 days after proposals due
Provision of all Submittals:	No later than 10 days after NTP
<b>Substantial Completion:</b>	<b>August 1, 2023</b>

The project site is an occupied building, and all work shall occur second shift, weekend, and during school closures. No work will be permitted during hours of school operation.

The Contractor must submit an updated schedule with each application for payment.

P. Cleaning

The Contractor is to protect all adjacent areas while installation is underway and is to fully clean all disturbed areas and remove all debris and materials that are not claimed by the Owner. Throughout the construction the site is to be kept neat and orderly.

Q. Close out Procedures

The contractor is to notify the Owner and Architect when the installation is complete including any remaining work or close out items. At that time the Architect will provide a punch list with valuation. The contractor then may requisition their full contract, without retainage, but less 200% of the value of the punch list, which will be the final payment. After receipt of the punch list from the Architect, the contractor is to promptly remedy all items but not later than three weeks after the receipt of the punch list. Once this is complete and close out documents and warranties have been submitted, the contractor will receive final payment. In addition to material warranties, the contractor shall provide a one-year full labor and material warranty from the time of completion of the punch list work.

End of Section

