



March 4, 2022

BID ADDENDUM 1

Project: Warwick Valley CSD
Sanfordville Elementary School
Chiller Replacement

Owner: Warwick Valley CSD
225 West Street Ext
Warwick, NY 10990

Engineer: Eisenbach & Ruhnke Engineering, P.C.
291 Genesee Street
Utica, NY 13501
E&R Project #: 05-21-06

THE FOLLOWING CHANGES, DELETIONS AND ADDITIONS TO THE SPECIFICATIONS AND DRAWINGS SHALL BECOME AND ARE HEREBY MADE PART OF THE CONTRACT DOCUMENTS DATED MAY 9, 2018. THEY CHANGE THE ORIGINAL DOCUMENTS ONLY IN THE MANNER AND TO THE EXTENT STATED.

THE FOLLOWING ARE MODIFICATIONS, CLARIFICATIONS, DELETIONS OR ADDITIONS TO THE SPECIFICATIONS:

ITEM #1: 00 7300A ARTICLE - 11 INSURANCE AND BONDS

- Delete Article 11 pages 103-105
- Add Article 11 (attached)

THE FOLLOWING ARE MODIFICATIONS, CLARIFICATIONS, DELETIONS OR ADDITIONS TO THE DRAWINGS:

NONE

END OF ADDENDUM

10.1.2 For Asbestos Abatement Contract Work; Environmental Control Contract Work; and Roofing Contract Work, only: Delete references to asbestos in subparagraph 10.3.1.

10.1.3 For, Electrical Contract Work, only: Delete references to polychlorinated biphenyl (PCB) in subparagraph 10.3.1.

10.1.4 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in subparagraphs 10.3.1 and 10.3.2.

10.1.5 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and the Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

57. Article 10, Subparagraphs 10.2.9 and 10.2.10: Add the following new subparagraphs 10.2.9 and 10.2.10 immediately after subparagraph 10.2.8 of this Agreement:

10.2.9 OSHA. In addition to all requirements set forth herein, all Contractors and Subcontractors who perform any work under this Contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours.

10.2.10 Code Rule 56. In addition to all requirements set forth herein, all Contractors and Subcontractors who perform any Work under this Contract shall fully comply with the provisions of 12 NYCRR Part 56.

58. Article 10, Subparagraph 10.4: Delete subparagraph 10.4 in its entirety from this Agreement and use the following new subparagraph 10.4 in lieu thereof:

10.4 In an emergency affecting life, the Work, or the Owner, or Owner's property, Contractor, without special instructions or authorization from Architect, shall take the action necessary to deal adequately with such emergency. Notice of any such action shall be given by Contractor to Architect and Owner as soon as is practicable.

ARTICLE 11 - INSURANCE AND BONDS

59. Article 11, Subparagraph 11.1.1: Beginning in the first line, replace the phrase "lawfully authorized to do business in the jurisdiction in which the Project is located such" with the following language: "rated A or better by the A.M. Best Company and licensed to do business in the state in which the Project is located such occurrence-based". All insurance purchased by Contractor shall constitute primary insurance and

primary coverage for all risks insured and that any other liability insurance that Eisenbach and Ruhnke Engineering, P.C. may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted.

60. Article 11, Subparagraphs 11.1.1.9 and 11.1.1.10: Add the following new subparagraphs 11.1.1.9 and 11.1.1.10 immediately after subparagraph 11.1.1.8 of this Agreement:

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises Operations (including X, C and U coverages).
- .2 Independent Contractor's Protective.
- .3 Products and Completed Operations.
- .4 Personal Injury Liability with Employment Exclusion deleted.
- .5 Contractual, including specified provisions for Contractor's obligation under paragraph 3.18.
- .6 Owned, non-owned and hired motor vehicles.
- .7 Broad Form Property Damage including Completed Operations.

11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in compliance with subparagraph 9.10.2.

61. Article 11, Subparagraph 11.1.2.1: Add the following new subparagraph 11.1.2.1 immediately after subparagraph 11.1.2 of this Agreement:

11.1.2.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: Statutory
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury:
\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
 - b. Property Damage:
\$2,000,000 Each Occurrence

\$2,000,000 Aggregate

- c. Products and Completed Operations to be maintained for 2 years after final payment: \$2,000,000 Aggregate
 - d. Property Damage Liability Insurance shall provide X, C and U coverage.
 - e. Broad Form Property Damage Coverage shall include Completed Operations.
3. Contractual Liability:
- a. Bodily Injury:
\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
 - b. Property Damage
\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
4. Personal Injury with Employment Exclusion deleted:
\$2,000,000 Aggregate
5. Business Auto Liability (including owned, non-owned, and hired vehicles):
- a. Bodily Injury:
\$2,000,000 Each Occurrence
\$2,000,000 Aggregate
 - b. Property Damage:
\$1,000,000 Each Occurrence
6. If the General Liability coverages are provided by a Commercial Liability policy, the:
- a. General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
 - b. Fire Legal Liability Limit shall be not less than \$50,000 on any one Fire.
 - c. Premises Medical Expense Limit shall be not less than \$5,000 on any one person.
7. Aircraft Liability (owned and non-owned) when aircraft are used in the performance of the Contract: \$2,000,000 (where applicable).
8. Watercraft Liability (owned and non-owned) when watercrafts are used in the performance of the Contract: \$2,000,000 (where applicable).
9. Umbrella Excess Liability:
\$3,000,000 over primary insurance.

\$50,000 retention for self-insured hazards, each occurrence.

10. For Contracts involving asbestos or asbestos abatement: In addition to coverages noted above, Asbestos Liability Insurance, in a form acceptable to the Owner and written by an insurance company acceptable to the Owner, shall be provided prior to the commencement of the Work, in the amount of \$2,000,000 per occurrence.
62. Article 11, Subparagraph 11.1.3: Add the following language at the end of subparagraph 11.1.3 of this Agreement:

The Certificates shall be ACORD Form 25S, accompanied by a completed AIA Document G715, Instruction Sheet and Attachment for ACORD Certificate of Insurance. The insurance required by subparagraph 11.1.1 shall be written to name the Owner and the Engineer as additional insureds. The Certificates shall reflect naming the Owner and Engineer as additional insureds and shall require thirty (30) days prior written notice to the Engineer and Owner of cancellation or termination.
63. Article 11, Subparagraph 11.1.5: Add the following new subparagraph 11.1.5 immediately after subparagraph 11.1.4 of this Agreement:

11.1.5 Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required hereunder and until such insurance has been accepted by the Owner, nor on its subcontracts until all similar insurance required of the Subcontractors has been so obtained.
64. Article 11, Subparagraph 11.2: Delete subparagraph 11.2 in its entirety from this Agreement and add the following new paragraph 11.2:

11.2 The Contractor shall purchase and maintain, from a company licensed to sell insurance in the state where the Project is located, an Owner's Protective Liability Policy in the name of the Owner and covering the interests of the Owner with coverage in the amount of \$1,000,000.
65. Article 11, Subparagraph 11.3.1.1: Add the following sentence at the end of subparagraph 11.3.1.1: "The form of policy for this coverage shall be Completed Value."
66. Article 11, Subparagraph 11.3.1.3: In the first sentence, change the word "Owner" to the word "Contractor." Add the following sentence at the end of subparagraph 11.3.1.3: "The property insurance is written with a deductible of \$1,000.00 per occurrence with a deductible aggregate of \$1,000.00."
67. Article 11, Subparagraph 11.3.1.4: Delete subparagraph 11.3.1.4 in its entirety from this Agreement and use the following new subparagraph 11.3.1.4 in lieu thereof:

11.3.1.4 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.
68. Article 11, Subparagraph 11.3.1.6: Add the following new subparagraph 11.3.1.6 immediately after subparagraph 11.3.1.5 of this Agreement:

11.3.1.6 The insurance required in paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work, but not incorporated into the permanent improvements. The

Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of subparagraph 11.3.7.

69. Article 11, Subparagraph 11.3.7: Add the following language at the end of subparagraph 11.3.7 of this Agreement:

In waiving the rights of recovery under terms of this subparagraph, the term "Owner" shall be deemed to include its employees, and the Architect and its employees as the Owner's representatives, as provided in the Contract Documents. The policies shall be endorsed to include such waiver of subrogation.

70. Article 11, Subparagraph 11.4.1: Delete subparagraph 11.4.1 in its entirety from this Agreement and use the following new subparagraph 11.4.1 in lieu thereof:

11.4.1 The Contractor shall furnish Performance Bonds and Labor and Material Payment Bonds each in the amount of the Contract Price. Bonds shall be written by a company licensed to sell surety bonds in the State of New York and the cost thereof shall be included in the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner on or before the execution of the Agreement.

11.4.1.2 The bonds shall be written on AIA Document A311, February 1970 Edition, Performance Bond and Labor and Material Payment Bond forms.

11.4.1.3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

11.4.1.4 No work shall commence until the Owner has accepted the Bonds. The Owner shall have the right to reject the Contractor for failure to comply by the Contractor and the Contractor shall forfeit any bid security for failure to comply with bonding or insurance requirements.

71. Article 11, Paragraph 11.5: Add the following new paragraph 11.5 to Article 11 of this Agreement:

11.5 APPEARANCE OF COUNSEL

11.5 If an action for bodily injury and/or property damage is commenced against Owner or Architect, which in the opinion of Owner's or Architect's legal counsel or insurance coordinator is covered by the indemnity provisions of paragraph 3.18, Contractor shall, upon Owner's written request, promptly cause Contractor's insurance carrier to have its attorneys appear timely in the action on behalf of Owner and/or Architect and provide the defense of Owner and/or Architect.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

72. Article 12, Subparagraph 12.2.2.1: Add the following sentence at the end of subparagraph 12.2.2.1 of this Agreement: "The Performance Bond shall remain in full effect and force through this period."

ARTICLE 13 - MISCELLANEOUS PROVISIONS

73. Article 13: Redesignate Paragraph 13 as subparagraph 13.1 and add the following new subparagraphs 13.1.2 and 13.1.3: