

RE-BID 2
ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR
NEW KITCHEN DESIGN
AT
MAMARONECK AVENUE SCHOOL
CONTRACT #85A – MECHANICAL/PLUMBING
CONTRACT #85B – MASONRY CONSTRUCTION
CONTRACT #85C – FOOD SERVICE

NYSED #66-07-01-03-0-004-033

BID # 23/24-MUFSD-019

Mamaroneck Union Free School District
1000 West Boston Post Road
Mamaroneck, NY 10543

Telephone No. 914-220-3040

Contact: Ms. Sylvia Wallach
Assistant Superintendent for Business

LAN Job #4.1092.85
October 31, 2023

Michael J. McGovern, RA
NYS #022257

1.0 General: The original contract documents dated **December 21, 2022**, issued to the New York State Education Department (NYSED) for this project are hereby amended as noted in this NYSED addendum which shall become part of said contract documents, as if originally included therein. Bidders must acknowledge receipt of this NYSED addendum and all other addenda on the proposal form when submitting proposals. In case any bidder fails to acknowledge receipt of addenda, his proposal will nevertheless be construed as though it has been received, acknowledged, and the submission of his proposal shall constitute acknowledgment by the bidder of the receipt of same.

This is to advise all prospective bidders that this addendum has been issued to all bidders and that it contains a change in the contract documents.

2.0 Amendments to Specifications:

Section No.	Page No.	Addendum Requirements
Cover		The Cover Sheet has been updated to indicate the date of Re-Bid 2.
Soft Cover Sheet		The Soft Cover Sheet has been updated to indicate the date of Re-Bid 2.
010000	Table 1-1	Change of incorrect completion date of May 31, 2023 to May 31, 2024 .
007316		Insurance requirements have been updated per the most recent NYSIR requirements.
007316a		Insurance Requirements Affidavit has been updated per the most recent NYSIR requirements.

3.0 Amendments to Drawings:

Drawing No.	Addendum Requirements
N/A	

4.0 Requests for Information (RFIs):

No.	Comment/Response
1	<p>Comment: Who is the current BMS contractor serving the building?</p> <p>Response: EMF Building Automation Specialists Walter E. Greenwood "Chip" 581 N State Rd, STE 6 Briarcliff Manor, NY 10510-1556, USA Phone: 914-747-1007 Mobile: 914-403-4702</p>

4.0 Requests for Information (RFIs): (continued)

No.	Comment/Response
2	<p>Question: The multiple contract summary states that the MC/PC contractor is responsible for providing temp heat. Please clarify if this is actually necessary being the work is confined in the kitchen.</p> <p>Response: The work will be constructed over the fall and wintertime. If the HVAC system serving that space is off-line or down, then yes, temp heat will need to be provided as necessary.</p>
3	<p>Comment: Drawing T0.01 states "Multiple Prime Contract Notes" states that owner or masonry contractor is responsible for the work shown on the A-Dwgs. The Multiple contract drawing states that the MC/PC is responsible to remove/replace existing ceilings. Please clarify.</p> <p>Response: The Owner will be responsible for removing the existing ceilings and installation of new ceilings.</p>
4	<p>Comment: Drawing M0.01 states the MC/PC is responsible for all roof openings, blocking, supports, & dunnage and the owner is to install/flash into the roof. Please clarify who is performing roof-related work. If the MC/PC is performing this work, please advise if the roof is still under warranty and by what manufacturer.</p> <p>Response: There are no thru-roof penetrations as part of this project. All ductwork and conduit will be run up the exterior of the building and over the roof edge. The MC/PC will mark all locations of new curbs/rails/units. The MC/PC will provide any curbs and/or rails necessary for the installation of mechanical units, ductwork, exhaust fans, etc. to the Owner. The Owner/Owner's roofing contractor will flash into the existing foam roofing system.</p>
5	<p>Comment: Please advise who is responsible for cutting and patching of interior and exterior walls.</p> <p>Response: Each prime contractor is responsible for their own penetration of interior and exterior walls.</p>
6	<p>Comment: Please clarify who will be responsible for furnishing/installing the walk-in freezer's CU & evaporator.</p> <p>Response: The Food Service Contractor (Contract 85C) will supply and install the walk-in unit, CU and evaporator. The Food Service Contractor will also run all refrigeration lines as required for a complete and functional installation. The MC/PC is responsible for providing the required rails/curbs for the CU to the Owner, and the MC/PC is responsible for hoisting the CU onto the roof.</p>
7	<p>Comment: Please clarify if the MC/PC is responsible for furnishing/installing the MUA & KEF.</p> <p>Response: Correct.</p>

4.0 Requests for Information (RFIs): (continued)

No. Comment/Response

- 8 Comment: Please clarify what food service equipment is the responsibility of the FSC & MC/PC.
- Response: All of the food service equipment shown on Food Service Equipment Plan on drawing FS.1 and listed in the Equipment Schedule on drawing FS.2 is to be provided by the Food Service Contractor (Contract 85C). Equipment will be set in place by the Food Service Contractor, and all final connections are to be made by the MC/PC and EC/Owner.
- 9 Comment: Is Contract 85A responsible for the saw-cutting, excavation, backfill, compaction and new concrete required for new floor drains, waste & vent piping?
- Response: No, Contract 85B – Masonry Construction is responsible for this scope of work.
- 10 Comment: Is Contract 85A responsible for exterior wall openings, lintels & patch work?
- Response: No, Contract 85B – Masonry Construction is responsible for this scope of work.

5.0 Clarifications:

No.

N/A

END OF ADDENDUM NO. 1

Attachments: #1 - Revised Cover Sheet, Soft Cover Sheet and specification sections 010000 (Table 1-1), 007316 & 007316a

LAN

LAN ASSOCIATES

ENGINEERING ▪ PLANNING ▪ ARCHITECTURE ▪ SURVEYING, LLP

252 MAIN STREET, GOSHEN, NY 10924

PHONE: (845) 615-0350 FAX: (845) 615-0351

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NYSED Submission: December 21, 2022

Issue to Bid: May 25, 2023

Issue to Re-Bid: August 2, 2023

Issue to Re-Bid 2: October 20, 2023

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TABLE 1-1

LIQUIDATED DAMAGES

MAMARONECK UNION FREE SCHOOL DISTRICT

Description	Contract Start Date	Construction Start Date	Construction Completion Date	Liquidated Damages \$/Calendar Day
New Kitchen Design at Mamaroneck Avenue School (Mechanical/Plumbing Contract, Masonry Construction and Food Service Contract)	Notice to Proceed	November 15, 2023	May 31, 2024	\$1,000.00

010000-24
RE-BID 2
ADD NO. 1

INSURANCE REQUIREMENTS

Please refer to Article 11 of the General Conditions concerning the insurance requirements.

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, **licensed and admitted** to conduct business in New York State. A New York licensed and admitted insurer is **required**.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES for all coverages including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District/BOCES for on-going operations (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe **all services** provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.
 - b. At the District's/BOCES' request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
 - d. No policies containing escape clauses or exclusions contrary to the Owner's interests will be accepted.
 - e. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form– additional details must be provided in writing. Policy exclusions may not be accepted.
4. The contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/\$2,000,000 Aggregate

\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense
The general aggregate shall apply on a per-project basis.

b. **Owners Contractors Protective (OCP) Insurance**

For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only; \$1,000,000 per occurrence, \$2,000,000 aggregate with the District/BOCES as the Named Insured.

For projects greater than \$1,000,000 and/or work over 1 story (10 feet); \$2,000,000 per occurrence, \$4,000,000 aggregate with the District/BOCES as the Named Insured.

The OCP Policy must be with a NYS licensed and admitted carrier.

The District/BOCES will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

c. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

d. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

e. **Builder's Risk**

Must be purchased and maintained by the Owner to include interest of the Owner, Contractor, Subcontractors and Sub subcontractors jointly. The limit must reflect the total completed value (all material and labor costs) and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.

f. **Umbrella/Excess Insurance**

\$5,000,000 each Occurrence and Aggregate for general construction and no work at elevation (1 story or 10 feet) and project values less than or equal to \$1,000,000.

\$10,000,000 each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) and project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

6. Contractor acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the District/BOCES to object to the contents of

the certificate or the absence of same shall not be deemed a waiver of any rights held by the District/BOCES.

7. **Subcontractors are subject to the same terms and conditions as stated above and must submit same to the District/BOCES for approval prior to the start of any work.**
8. In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the General Contractor shall indemnify, defend, and hold harmless the District/BOCES, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. **This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.**

ADDITIONAL REQUIREMENTS ASBESTOS, LEAD ABATEMENT AND/OR HAZARDOUS MATERIALS

Asbestos/Lead Abatement/Pollution Liability Insurance

\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948 or CA 01 12), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District/BOCES of the Certificate of Completion.

Testing Company Errors and Omission Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the District/BOCES.

STATE OF NEW YORK)
) s.s:
COUNTY OF _____)

_____ (name), President/CEO/Owner/Managing Member of
_____ (bidder), hereby deposes and says that the bidder
currently has, or immediately upon being awarded the contract, will obtain insurance coverage, from an
insurer licensed and admitted to do business in New York, that meets the following requirements:

Minimum Required Insurance:

- a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
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Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

Print Name: _____

Signature: _____

Sworn to before me this _____

day of _____, 2023

Notary Public