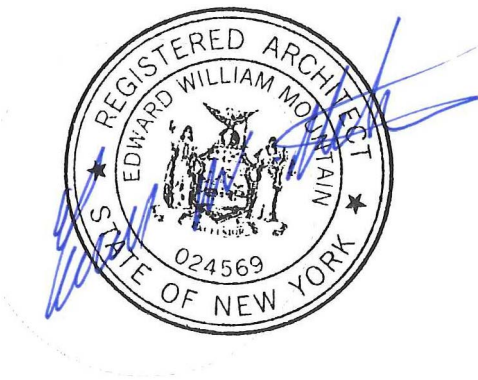




## **ADDENDUM NO. #1**

**REBID**



## **ROCHESTER CITY SCHOOL DISTRICT**

***RCSD - Virgil I. Grissom - School #7  
SED # SR 26-16-00-01-0-007-19***

**SEI Project No.: 16-3020**

**December 23, 2016**

### **GENERAL INSTRUCTIONS:**

- ☉ Include this Addendum as part of the Construction Documents. This Addendum supplements portions of the original Drawings and Specifications, the intent of which shall remain, except as revised herein.
- ☉ Work described in this Addendum shall be in accordance with the Specifications for like items in remainder of project and complete with all labor and materials included.
- ☉ Wherever this addendum modifies a portion of a paragraph of the Project Manual, or portion of any Drawing, the remainder of the paragraph or Drawing shall remain in force.

ADDENDUM NO. #1

Page 2 of 2

**REVISIONS TO THE PROJECT MANUAL:**

**SECTION 002113 - INSTRUCTIONS TO BIDDERS**

Item 2-1        **DELETE** section 002113 INSTRUCTIONS TO BIDDERS in its entirety.

Item 2-2        **ADD** section 002113 INSTRUCTIONS TO BIDDERS (Dated 12/23/16) in its entirety.

- a. RFI date revised to be December 29<sup>th</sup>, 2016
- b. Bids Due date revised to be January 5<sup>th</sup>, 2017
- c. Descope date revised to be January 10<sup>th</sup>, 2017

**REVISIONS TO THE DRAWINGS:**

**NONE**

**ATTACHMENTS:**

**SECTION 002113 - INSTRUCTIONS TO BIDDERS**

End of Addendum No. #1

## **SECTION 002113 - INSTRUCTIONS TO BIDDERS**

- 1.01 RECEIPT AND OPENING OF BIDS: The Rochester Joint Schools Construction Board ("RJSCB"), herein referred to as "Owner," invites bids on the Bid Form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the Executive Director until **2:00 p.m. on January 5, 2017**, and then at said time and place publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Attention: **Pepin Accilien, Program Director, 1776 N Clinton Avenue, Rochester NY 14621**, and designated as:

- **Asbestos Abatement and Demolition Contract #1**

### **Bid for RCSD Virgil I. Grissom – School #7 – Phase 2A of the Rochester Schools Modernization Program ("RSMP")**

SED Project Control No.:  
S.E.D. No. SR 26-16-00-01-0-007-019

The contract entered into between the Owner and the successful bidder(s) shall be for work associated with Phase 2A of the RSMP implementing RCSD Virgil I. Grissom – School #7 - Phase 2A of the Rochester Schools Modernization Program ("RSMP")(herein, "Project"), which work shall be set forth in detail in the Contract Documents issued by the Owner.

### **PLEASE NOTE THAT THE PROJECT DOES NOT INCLUDE A PROJECT LABOR AGREEMENT ("PLA") AS A PART OF THE PROJECT DOCUMENTS/REQUIREMENTS.**

#### 1.02 BIDDING CONDITIONS:

1. Owner reserves the right to reject any or all bids received for the Project.
2. INFORMALITIES: The Owner may consider any bid not prepared and submitted in accordance with the provisions hereof to be informal, and may waive any informalities in or reject any and all such bids. Conditional bids will not be accepted. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 45 calendar days after the actual date of the opening thereof.
3. BID INTERPRETATIONS: Bid amounts are required to be submitted both in writing and in figures. In the event of conflict, the written amount shall take precedence over the amount expressed in figures.
4. PRICE REGULATIONS; By placing a bid under these instructions, the bidder certifies that the prices therein are in accordance with all New York State and United States laws and regulations.

- 1.03 LATE BIDS: Formal bids, amendments thereto, or requests for withdrawal of bids received by the Owner after the time specified for bid opening will be date stamped as evidence of late arrival and returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees and Consultants of the Owner. Whether sent by mail or by personal delivery, the bidder assumes the responsibility for having the bid submitted on time. *The time clock located in the Executive Director's office is designated the official timepiece for submission of bids. BIDS MUST BE SUBMITTED at the location defined herein under section 1.01 as the location where sealed bids are to be received. Bids will not be taken or accepted at any other location.*
- 2.01 PREPARATION OF BIDS: Bids must be submitted on the prescribed form. All applicable blank spaces must be filled in, in ink. Unless otherwise noted, all bid prices must be expressed in both writing and in figures in the event of conflict, the written amount shall take precedent over the amount expressed in figures.
1. BID SUBMISSION: All bids must be submitted in sealed envelopes bearing, on the outside, the time bids are to be opened, the type of work, the name and SED Project Control Number of the job and building and the name and address of the bidder. Facsimile bids will not be accepted.
  2. EXAMINATION OF PREMISES: The submission of a bid will be considered as evidence that the bidder has examined the premises and acquainted himself/herself with present conditions under which he/she will be obliged to operate and that will affect in any manner the work to be done. **Pre-bid conference will be held by appointment ONLY. Contact Terry Van Slooten of LeChase Construction, cell phone: 585.967.1920.** It is the bidder's responsibility to request examination of Rochester City School District ("RCSD") or Owner documents necessary to allow the Contractor to evaluate the premises, including as-built drawings and records showing known asbestos containing building material (ACBM). In accordance with Title 2 of the Toxic Substances Control Act ("TSCA") published at 15 U.S.C. § 2601 *et. seq.*, known as the Asbestos Hazard Emergency Response (AHERA), a Management Plan is available for public review at the administrative office of every RCSD building. The expense for emergency cleaning and air testing shall be borne by the Contractor responsible for disturbing ACBM. All proposals shall take into consideration all conditions that may affect the work of the Contract. No allowance will be made subsequently on behalf of the Contractor for any error, omission or negligence on his/her part. All pre-bid RFIs must be received no later than **4:00 p.m. on December 29, 2016.**
  3. DE-SCOPE MEETINGS: There will be Prime Contractor de-scope meetings held for all the lowest prospective bidders on **Tuesday January 10, 2017**, and all contractors need to be available on this date. All prospective winning prime contractors will be required to bring to the de-scope meeting the labor hours they have estimated in their bid.

4. SCHEDULING: Please refer to the the milestones and dates as denoted in Section 00 43 83 "Schedules and Milestones." **Bidder shall submit a detailed construction schedule to include critical dates, activities, milestones, and other pertinent information consistent with the Milestone Schedule provided.** It is expected that these costs are included in the base bid.
  5. The required DP-1 form, which must be submitted as part of this Bid, must be fully completed indicating that EBE participation, by category, meets the Project's requirements.
- 3.01 DISCREPANCIES: If any bidder should find any discrepancy, conflicts or omissions in the drawings and/or specifications, these shall be called to the attention of the Program Manager, in writing, not later than seven days before the bids are due. Such items will be reviewed, and if clarification is deemed to be necessary, appropriate addenda will be issued to all bidders. Neither the Owner nor the Owner's Representative(s) will be responsible for any oral instructions given during the bidding period. If inconsistencies and/or discrepancies are not brought to the attention of the Program Manager prior to bid, then the amount of work of greater value, or the product of greater quality, shall be considered applicable to determine the Project requirements at the time of the award of the contract, and thereafter.
- 4.01 ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing and addressed to the Executive Director at 1776 N Clinton Avenue Rochester NY 14621. Questions may also be submitted via email to the Program Director, Pepin Accilien, at: [PAccilien@savinengineers.com](mailto:PAccilien@savinengineers.com) . To be given consideration, such requests must be received on/or before **4:00 p.m. on December 29, 2016**. Any and all such interpretations and all supplemental instructions will be in the form of written addenda to the Contract Documents and Addenda will be posted and hosted by [www.dataflow.com](http://www.dataflow.com) and [www.bidnet.com](http://www.bidnet.com). Any bidder who is preparing a bid based upon the Contract Documents available at various service agencies, is responsible for obtaining the addenda from the hosting service. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.
- 5.01 CERTIFICATE OF NON-COLLUSION IN BIDDING: To comply with Section 103-d of the General Municipal Law of the State of New York, all bidders are required to sign a statement regarding non-collusive bidding. This statement has been made a part of the Bid Form (00 41 16).
1. DISCLOSURE: A bid shall not be considered for award nor shall any award be made where (.1), (.2) and (.3) in the Certification of Non-Collusion in Bidding have not been complied with; provided however, that in any case the Bidder cannot make this certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (.1), (.2)

and (.3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Owner determines that such disclosure was not made for the purpose of restricting competition.

2. PRICING INFORMATION: The fact that a bidder, (A) has published price lists, rates or tariffs covering items being procured, (B) has informed prospective customers of proposed pending publication of new or revised price lists of such items being bid, does not constitute without more, a disclosure within the meaning of the required certification.

6.01 RESPONSIBLE BIDDER: The Owner has developed the following guidelines for the determination of public works contract responsibility consistent with the duties of contracting agencies and the court interpretations of State law and regulations governing competitive bidding in the belief that the public interest would be served by the uniform application of these guidelines on Owner public works contracts:

1. In determining the responsibility of a bidder for a public works contract, the Owner shall consider the following items:
  - A. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely, competent and acceptable manner. Evidence of such lack of ability to perform may include, but shall not be limited to, evidence of suspension or revocation for cause of a professional license of any director or officer, or any holder of five percent (5%) or more of the bidders stock or equity; failure to submit satisfactory evidence of insurance, surety bond or financial responsibility; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.
  - B. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained as a result of formal grant of immunity in connection with criminal prosecution of the bidder, and any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.
  - C. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations.
  - D. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the bidder.
  - E. Any other significant Labor Law violation, including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies.
  - F. Any significant violation of the Worker's Compensation Law, including, but not limited to the failure of a bidder to provide proof of worker's compensation or disability benefits coverage.
  - G. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.
  - H. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise

(W/MBE), or any denial, de-certification, revocation or forfeiture or W/MBE status by New York State.

- I. Any adverse determinations or administrative rulings by the Equal Employment Opportunity Commission and/or the New York State Human Rights Division that the bidder engaged in unlawful or discriminatory conduct.
  - J. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the Owner of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a bid for or award of a contract.
  - K. In addition to the factors specified above, the Owner may also give due consideration to any other factors considered to bear upon bidder responsibility, including but not limited to, any mitigating factors brought to the Owner's attention by the bidder.
2. A sworn "Statement of Bidder Qualifications" form as attached in Section 00 45 13 shall be completed by all bidders. The Owner shall use the information contained in the response to the sworn statement in making a determination of bidder responsibility before awarding the contract. Any untrue representations made on the aforementioned form shall be grounds for immediate termination of the Contract.

6.02 QUALIFICATION OF BIDDERS: A bidder can be judged qualified only for the type of work in which he has demonstrated competence. The Owner will make such investigation it feels necessary to determine the competency of the bidder to perform the work for which he has submitted a bid. The bidder shall furnish promptly all information the Owner requests. The successful bidder will, at minimum, have successfully completed three (3) prior projects of similar size and scope to this Project, and shall respond and include all information set forth in the "Statement of Bidder Qualifications" form attached as Section 00 45 13, which must be signed and submitted with its bid.

6.03 REQUESTED BIDDER INFORMATION: Such information shall consist of the following and shall be included in each bidder's sworn "Statement of Bidder Qualifications" form (see Section 00 45 13), to be submitted with its bid.

1. PROJECTS: A list of a minimum of three completed projects involving work of a similar nature as that for which the bid has been submitted. List the most recent project first, continue with the next most recent and so on. For each project, include the name and address of the owner, the architect or engineer and the date of completion. Information concerning additional projects may be required by the Owner.
2. LOCATION: The address and description of the bidder's place of business; a list of major equipment owned by the bidder.
3. FINANCIAL STATEMENT: A certified or authenticated financial statement dated not more than thirty days prior to its submission. Include liquid assets, bonding capabilities and the banks or financial institutions associated with the business.

4. NON-BANKRUPTCY: Certification that the bidder is not in bankruptcy and that its assets are not subject to receivership.
- 7.01 BID SECURITY: Each bid must be accompanied by the certified check or bank draft of the bidder made payable to the "Rochester Joint School Construction Board," or by a bid bond prepared in the form of Bid Bond attached in Section 00 43 00, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business in the State of New York approved by the Owner in an amount not less than five percent (5%) of the amount of the bid. Such checks will be returned by certified mail to all except the three lowest formal bidders within seven (7) business days after the formal opening of bids. All remaining checks will be returned by certified mail to the three lowest bidders within seven (7) business days after the Owner and the accepted bidder have executed the Contract or if no Contract has been so executed, within 45 calendar days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid. Bid bonds are retained in the Owner. Upon request, such bonds will be returned.
- 8.01 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his/her failure or refusal to execute and deliver the Contract, bond and/or insurance certificates required within 10 calendar days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
- 9.01 OBLIGATION OF BIDDER: At the time of the opening of bids, each bidder will be presumed to have inspected the Project site(s) and to have read and to be thoroughly familiar with the Contract Documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.
- 10.01 AWARD OF CONTRACT: This contract will be awarded to that qualified bidder whose base bid and whose prices for the Alternates accepted by the Owner, if any, total the lowest number of dollars.
  1. Notice of Award; Within twenty-four (24) hours after award is made by the Owner to the successful bidder, the Owner's Executive Director will mail to such bidder at the address given by him/her on his/her bid, a notice in writing to the effect that the award has been made to him/her, but the mailing or receipt of such notice shall not be a condition precedent to the right of the Owner to take such lawful action as it deems advisable.
- 11.01 CONDITIONS OF THE CONTRACT: The General Conditions of the Contract hereinafter fully set forth in Section 00 72 16 of the Project Manual and General Requirements set forth in Division 1 of the Project Manual, as well as all other terms and conditions set forth in the Contract Documents, will be rigidly enforced. The Owner's failure to insist on Contractor's performance with regard to any particular term, condition, or requirement of the Contract shall not function as a waiver or preclude the Owner from enforcing such terms, conditions or requirements going forward.



- 11.02 LOCAL LABOR: The Project will be funded in part through the issuance of tax- exempt bonds by the County of Monroe Industrial Development Agency ("COMIDA"). Pursuant to the terms of the agreement between COMIDA and the Owner, COMIDA will require that the Project use only "Local Labor," subject to certain permitted exceptions and waivers. The term "Local Labor" is defined as laborers residing in Monroe, Genesee, Livingston, Orleans, Ontario, Seneca, Wayne, Wyoming and Yates counties. Further information on the COMIDA program requirement applicable to the RSMP is available online at <http://www.growmonroe.org>. For Information only - Non-union bidders are encouraged to contact Dan Kuntz of Laborer's Local 435, at 585-454-5800, to discuss participation in the Local's certified apprenticeship program, PRIOR to submitting a bid. Contractor's participation in a NYS certified apprenticeship program is a requirement of this Project.
- 12.01 TAX EXEMPTION: Bidders shall not include in their bid the sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials which are to be incorporated into the structures or landscape. The New York State Department of Taxation and Finance does not issue tax exemption numbers to government entities. Completion of any type of exempt organization certification form is, therefore, not required. An official Purchase Order issued to the vendor by a government entity is the only evidence required by the state to substantiate an exempt sale to a government purchaser.
- 12.02 WAGE RATES: The attention of bidders is called to the wage rates applicable to work performed under this Contract, as set forth in the Wage Rate Schedules referenced in Section 00 73 46. The Contractor and every subcontractor shall post in prominent and accessible places on the site of the work legible statements of all wage rates as specified in the Contract to be paid for the various classes of laborers, workmen and mechanics employed on the work.
- 12.03 STATE LAWS AND REGULATIONS: The bidder's attention is directed to the following instructions and information regarding construction operations, contracts and references to the provisions of law applicable in New York State.
1. COMPLIANCE: The Contractor and each and every subcontractor performing work at the site of the Project to which this Contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York. Section 222-A of the Labor Law regarding elimination of dust hazard must be observed.
  2. HOURS OF WORK: First Shift will be from 7:00 a.m. to 3:30 p.m., and Second Shift will be from 2:00 p.m. to 10:30 p.m.
  3. NON-DISCRIMINATION: Contractor must abide by all state, federal and local laws having jurisdiction over the work of this Contract. The Contract may be canceled or terminated by the Owner for cause upon a violation of the non-discrimination policy or for violation of any applicable laws.

4. EFFECT OF FAILURE TO TESTIFY BEFORE GRAND JURY: Pursuant to the requirements of Section 103-A of the General Municipal Law of the State of New York, the following clause is inserted herein and is made a part of the Contract:
  - A. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, or a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract. Such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to, or submitting bids to, or receiving awards from, or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof, since July 1, 1959, by such person, and by any form, partnership, or corporation of which he is a member, partner, director, or officer, may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.
- 12.04 WORKFORCE DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITIES: The Owner recognizes the need to take action to ensure that minority and women-owned business enterprises (W/MBE's), disadvantaged business enterprises (DBE's), small business enterprises (SBE's) and minority and women employees and principals are given the opportunity to participate in the performance of contracts entered into with the Owner. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the Owner fosters and promotes the participation of such individuals and business firms in contracts with the Owner. Therefore, Contractor and all subcontractors and suppliers must fully comply with the requirements set forth in Section 00 43 31 ("MWBE/DBE/SBE Utilization and Workforce Diversity"), and use good faith efforts to attain the diversity and workforce utilization goals stated therein. Owner reserves the right to revise, adjust and/or modify the stated goals for contracts awarded at a later date as part of the RSMP. Contractor compliance with the requirements of Section 00 43 31 and related obligations will be monitored by Owner's Independent Compliance Officer (ICO).
- 12.05 APPRENTICESHIP REQUIREMENTS – The Phase 2 legislation also requires that Contractors and Subcontractors with construction contract \$1M or more "shall participate in NYS approved apprentice training programs in the trades it employs: a) approved by not less than 3 years; b) graduated at least 1 apprentice in last 3 years; c) at least 1 apprentice currently enrolled in such an apprentice program; d) demonstrate significant efforts to attract and retain minority apprentices.

13.01 PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:

1. SECURITY FOR FAITHFUL PERFORMANCE: Simultaneously with his delivery of the executed Contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of the Contract, prepared in the form of Performance Bond attached hereto in Section 00 61 13 and having as surety thereof such surety company or companies as are acceptable on bonds approved by the Owner, and as are authorized to transact business in New York State.
2. SECURITY FOR LABOR & MATERIAL PAYMENT: Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of Payment Bond attached hereto in Section 00 61 13 and having as surety thereof such surety company or companies as are acceptable on bonds approved by the Owner, and as are authorized to transact business in this State.
3. POWER OF ATTORNEY: Attorneys in fact who sign Bid Bonds or Performance Bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

13.02 COMMENCEMENT OF WORK: No Contractor or Subcontractor shall commence work under this Contract until the Owner has approved the Contractor's payment bond and performance bond offered as security for faithful performance and payment for labor and material on the Project in accordance with paragraph 13.01 hereinabove.

14.01 CONDITIONS OF WORK: Each bidder must inform himself fully of the conditions relating to the construction and labor under which the Work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to complete the contemplated Work for the consideration set forth in his bid. In so far as possible, the Contractor in the carrying out of its Work must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor. Contractor should undertake to perform the Contract in the shortest possible time consistent with good and workmanlike construction.

15.01 EQUIVALENTS: Where, in these specifications, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as the required standard of quality. If two or more are named, these are presumed to be qualitatively equal, and the Contractor may select any one of the named items. If the bidder desires to use any kinds, types, brands, or manufacturers of materials other than those named in the specifications, it shall indicate in writing, when requested, the kind, type, brand or manufacturer presumed as an equivalent in its bid.

1. If proposing an equivalent product or material, the bidder must submit a Request for Equivalent Review Form (Section 00 63 19) when requested. The Architect will

review the product or materials proposed as "equivalent" by the bidder and make a determination as to whether such product or materials are equivalent to those set forth in the Contract Documents. If not found to be equivalent by the Architect and if the requirement for equivalency is not waived by the Owner, the bidder must indicate in writing prior to the award of contract that it will provide the specified product or materials without any increase in compensation, or the Owner may reject its bid as non-responsive.

2. The burden of proof of the equivalency of the proposed equivalent products or material is upon the bidder. The Architect's decision to approve or disprove a proposed equivalent shall be final.

END OF SECTION 00 21 13