



**Worcester Central School District
Alterations to K-12 Main Building & Bus Garage
SED Control No. K-12 Main Bldg.: 47-25-06-04-0-001-015
SED Control No. Bus Garage: 47-25-06-04-5-003-003
BCA Project No. 2022-151**

**Addendum No. 3
August 1, 2024**

This addendum is hereby made part of the Contract Documents as though it were originally included therein. It modifies the following documents:

Original Project Manual and Drawings dated 6/30/2024.

Addendum No. 1 dated 7/18/2024.

Addendum No. 2 dated 7/26/2024.

All Bidders must acknowledge receipt of this Addendum in the space provided on the Form of Proposal.

GENERAL CLARIFICATIONS:

1. Drawing EL100 shows an 800 amp service entrance rated transfer switch. The building service entrance is 2000 amps 277/480v. Should this be a 2000 amp service entrance rated switch?
ANSWER: Yes, the ATS must match the building service so 2000 amps is correct.
2. Can we get some clarification on who is providing and installing the kitchen hood? Drawing M100 says Kitchen Hood by others. Drawing A300 says Kitchen Hood by M-Contractor?
ANSWER: The Hood is furnished and installed by the Food Service subcontractor under the GC Prime. MC to provide roof top exhaust fans, ductwork, and mechanical connections to the hood.
3. 01 1100 spec references Garland DBS requirements, and bidding procedures. Is the roofing scope of work being bid through Garland DBS or the GC contract?
ANSWER: The roofing scope of work is being bid as part of the GC contract. Garland is the basis-of-design for the new canopy roofs.
4. Drawing M400 Detail 8 shows cooling coils installed on the existing AHU. During the walkthrough the HVAC contractor indicated that disconnects, VFDs, and duct detectors will have to be removed and reinstalled. This work is not shown on E101. Is the Electrician to remove and reinstall the disconnects, VFDs, and duct detectors for CC-1 and CC-2?
ANSWER: Yes, the EC is required to remove and reinstall the disconnects, VFDs, and duct detectors associated with these units.

5. Please confirm if General Note D on drawing E1100 applied to the existing pole lights reference in keynote L1? If transformer bases are required at each pole, it would necessitate a complete removal of the existing light pole bases. There is nothing on the keynotes that indicates anything other than fixture replacements at each existing pole. Please verify if the transformer bases and ballast fuses are required?

ANSWER: Neither transformer nor ballast fuses are required.

6. Drawing E102, note P16 states that the EC is to provide a new digital projector with cabling to an HDMI box. Please clarify what the exact distance to the HDMI box would be and if a transmitter/receiver will be required? Is the EC required to provide the HDMI box? If so, what type of box should it be? Is the EC responsible for providing a second project that is shown on the outside wall of the upper right corner of Cafenadium 140?

ANSWER: Provide cable for the distance shown on the drawing but assume 125 feet. No transmitter/receiver required. Yes, the EC shall provide the HDMI box. Provide a 2-gang box.

7. How much fuel is in the existing tank that will need to be disposed of during demolition?

ANSWER: Assume 2,000 gallons.

8. Who is responsible for the site work and any other ancillary work with the fuel tank replacement?

ANSWER: The PC will be responsible for all work associated with the fuel oil tank.

REVISIONS TO THE PROJECT MANUAL:

- A. Refer to Front End Section *Bid Form Proposal – Plumbing Contract No. 3*: **DELETE** Section in its entirety and **REPLACE** with the following attached Front End Section *Bid Form Proposal – Plumbing Contract No. 3*.
- B. Refer to Front End Section *Notice to Bidders*: **DELETE** Section in its entirety and **REPLACE** with the following attached Front End Section *Notice to Bidders*.
- C. Refer to Specification Section 01 1000 *Summary – Multi Contract*: **DELETE** Section in its entirety and **REPLACE** with the following attached Specification Section 01 1000 *Summary – Multi Contract*.
- D. Refer to Specification Section 01 2000 *Allowances*: **DELETE** Section in its entirety and **REPLACE** with the following attached Specification Section 01 2000 *Allowances*.
- E. Refer to Specification Section 22 1313 *Underground Fuel Storage Tanks and Fuel Systems*; **DELETE** Paragraph 1.02 and **REPLACE** with the following:
- A. “1.02 RELATED REQUIREMENTS:
1. Section 22 1113: Facility Fuel System Piping.
2. Section 31 0000: Earthwork.
3. Section 31 1000: Site Clearing.
4. Section 31 2317: Site Trenching. “
- F. Refer to Specification Section 23 0719 *HVAC Piping Insulation*; **DELETE** Paragraph 3.03 and **REPLACE** with the following:
- A. “A. Heating Systems:
1. Heating Water Supply and Return: Glass Fiber, 1-1/2” in. on pipes 1-1/4 in. and less. 2 in. on pipes 2 in. and more.
2. Glycol Heating Supply and Return: Glass Fiber, 1-1/2” in. on pipes 1-1/4 in. and less. 2 in. on pipes 2 in. and more.
- B. Cooling Systems:

1. Condensate Drains from Cooling Coils: Glass Fiber, 1-1/2" in. on pipes 1-1/4 in. and less.
2. Refrigerant Suction: Closed Cell, 1 in. on piped 1-1/4 in. and less.
3. Refrigerant Hot Gas: Closed Cell, 1 in. on piped 1-1/4 in. and less."

G. Refer to Specification Section 23 0923 *Direct – Digital Control System for HVAC*; **DELETE** Paragraph 1.01.A and **REPLACE** with the following:

- A. "A. The Owner will furnish all Delta Control devices, wiring, programming and commissioning of control that is included in this section by OGS/GSA contract. The Mechanical Contractor will be responsible for installing control components in the piping and duct work systems, such as but not excluding the following: Automatic Control Dampers, Automatic Control Valves, Temperature Sensing Thermal Wells and Pressure Control Sensing Taps. The Temperature Controls Contractor (TCC) shall be a factory trained and authorized Delta Controls provider. (EMCOR Services)"

H. Refer to Specification Section 23 0923 *Direct – Digital Control System for HVAC*; **DELETE** Paragraph 2.01.A.1 and **REPLACE** with the following:

- A. "1. Delta Controls. All control devices shall be purchased by the Owner and installed by the Temperature Controls Contractor (TCC). The TCC shall be a factory trained and authorized Delta Controls, factory dealer office. (EMCOR Services, Lathan N.Y.)"

REVISIONS TO THE CONTRACT DRAWINGS:

- A. Refer to the Index of Drawings on the Cover Sheet: **DELETE** reference to the following drawings: ED109 Electrical Demolition Plan – Roof, E109 Power Plan – Roof, E201 thru E205 CCTV Pixels/Foot – First Floor Areas, and E601 Electrical Schedules. These drawings have been removed from the drawings set.
- B. Refer to Drawing A102 – *Ground Floor Plan – Area D & Schedules*: **REFER** to the Room Finish Schedule, Room Finishes Notes, **ADD** note 12 to read the following: "Library Carpet Types to be the following: CPT-2 = (Main Entrance, Circulation & Reading Areas in the Center of the Library) – Mannington Commercial – Merge, Color: Honesty (35012). CPT-3 = Library (All other spaces) – Tarkett – 11611 Electric Edit, 22408 Diode (24" x 24" size). The carpet tiles will be installed in a linear pattern."
- C. Refer to Drawing PR100 – *Plumbing Reference Plan*: In Mechanical Room G113: **AMEND** note read "INSTALL THE FUEL OIL MONITORING SYSTEM IN THIS LOCATION".
- D. Refer to Drawing EL100 – *Electrical Site Plan*: At the New ATS location **AMEND** note regarding 800 amp ATS to read "2,000 amp".
- E. Refer to Drawing EL500 – *Site Details*, Detail 5: At the New ATS location **AMEND** note regarding 800 amp ATS to read "2,000 amp".
- F. Refer to Drawing E301 – *Lighting Plan – Ground Floor Area A*; **AMEND** Light Fixture tag "R A9" within Rooms Conference DO-3 and Toilet DO-4 to "R A1" to match the same type of fixture in the adjacent rooms.
- G. Refer to Drawing E303 – *Lighting Plan – Ground Floor Area C & D*; **PROVIDE** note L8 at all rooms show to receive a single gang dimmer switch.
- H. Refer to Drawing E305 – *Lighting Plan – Second Floor Area F*; **PROVIDE** note L8 at all rooms show to receive a single gang dimmer switch.
- I. Refer to Drawing E600 – *Electrical Schedules*; for product model number to fixture "W2" **ADD** "BEGA Model Number B22467-BRZ-4000K".



- J. Refer to Drawing E600 – *Electrical Schedules; for fixture “A9”* **AMEND** the manufacturer and model number to read “Lithonia FMLRL-14-208-40”.

END OF ADDENDUM

Please do not hesitate to contact me with any questions on this addendum, thank you.

Respectfully Submitted,

BCA ARCHITECTS & ENGINEERS

A handwritten signature in blue ink that reads 'Maxwell Bendert'.

Maxwell Bendert, AIA, NCARB
Associate/Project Manager/Architect

**FORM OF PROPOSAL
Worcester Central School District
Alterations to Worcester CSD**

BID DESCRIPTION

CONTRACT NO. 3 – PLUMBING

Work under this Contract may generally be described to include, but not be limited to the following:

Procurement and general requirements; and all other work and related materials as indicated on the Contract Drawings, as specified herein, and as required for the complete and proper execution of the Work.

This outline is a general indication of the requirements of this Contract and is not intended to be all inclusive. The complete Contract Documents in their entirety, to include any and all addenda, form the basis of the responsibility of this Contract.

Each contractor is advised that the specification sections in Division 01 - General Requirements apply distinctly to each Prime Contractor and the balance of the technical specifications apply to each Contractor (as appropriate) for the accomplishment of his work.

All work of this contract shall be coordinated with other Prime Contractors involved in the project. All work shall additionally be coordinated with all other activities, construction, or others at each site throughout the progress of the work of this project.

The Contractor shall use all means possible and shall be responsible for coordinating the installation of all materials of this Contract with work of all other trades involved with this project. All work shall be done in strict accordance with the Contract Documents and in compliance with all applicable Local, State and Federal Codes.

Prior to the Bid Date of this project, the Contractor shall be completely responsible for visiting the project site to become completely familiar with the scope of this project.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and the respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

It shall be completely understood that the use of asbestos containing materials in this project is strictly forbidden and all materials are provided in accordance with the Federal Asbestos Hazard Emergency Response Act (AHERA), and the New York State Asbestos Safety Act (SASA).

In addition to those items in the Base Bid, the Contractor shall further sub-divide his bid proposal as described in the following bid items, alternates, and/or unit prices. The Contractor shall include in the Base Bid all of the work of this Contract not specifically described in a Bid Item or Alternative. The Owner reserves the right to accept any and/or all of the Bid Items and/or Alternates or any combination thereof and to waive any informalities or defects in the bid proposals either before or after opening.

Bid Items

Allowances: As described in Specification Section 01 2100 – Allowances.

- Bid Item No. 1 – Field Directive Allowance
- Bid Item No. 2 – Fuel Oil Piping Flushing/Cleaning Allowance

Alternates: As described in Specification Section 01 2300 – Alternates.

- Alternate No. PC-1 – Double Wall Fiberglass Fuel Tank

Unit Prices: None

**FORM OF PROPOSAL
Worcester Central School District
Alterations to Worcester CSD**

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**FORM OF PROPOSAL
Worcester Central School District
Alterations to Worcester CSD**

The Undersigned _____
Contractor

Address

Zip Code

hereby certifies that he/she has examined and fully comprehends the requirements and intent of the drawings and specifications as prepared by BCA Architects & Engineers, for **CONTRACT NO. 3 – PLUMBING** to furnish all labor, materials, supplies, plant and equipment and other facilities to properly perform the work for the total:

BASE BID SUM of

_____ DOLLARS (\$ _____)

Bid Item No. 1 – Field Directive Allowance

_____ Eighty-Five Thousand DOLLARS (\$ 85,000.00)

Bid Item No. 2 – Fuel Oil Piping Flushing/Cleaning Allowance

_____ Five Thousand DOLLARS (\$ 5,000.00)

TOTAL BASE BID (Base Bid and Bid Item No. 1)

_____ DOLLARS (\$ _____)

Alternate No. PC-1 – Double Wall Fiberglass Fuel Tank

_____ DOLLARS (\$ _____)
ADD/DEDUCT

Receipt of the following Addenda is hereby acknowledged:

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

No. _____ dated _____

(Name of Bidder)

Signed _____

Title _____

Street _____

City/State _____

Zip Code _____

Telephone _____

Fax _____

Cell Phone _____

Email _____

Date _____, 20__

NON-COLLUSIVE BIDDING CERTIFICATE

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 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.

(Signed) _____

 Title

RESOLUTION - for corporate bidders only

RESOLVED that _____ be authorized to sign and submit the bid or proposal
(individual)
 of this corporation for the following project

(describe project)

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
 corporation at a meeting of its Board of Directors held on the _____ day of _____, 20__.

SEAL OF CORPORATION)

 Secretary

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**Statement Concerning Authority to do Business
in the State of New York for non-New York State Companies**

Please complete all requested information in both sections below.

A certificate of authority is required of out of state companies if the company has property, employees or agents used in conducting its business activities within the state of New York. Generally, business activities are defined as having an office in the state, making sales or promotional calls within the state, delivering products or merchandise and/or making service calls within the state.

Companies conducting mail order activities with New York customers are not considered doing business within New York State if the company **has no property, employees, agents and/or representatives in or, traveling into the state.** _____ is such a mail order company, and as such, is not
(Fill in company name)
required to hold a Certificate of Authority.

Performance under the attached bid will not result in any action that would result in a requirement to obtain a Certificate as all commerce will be conducted by mail. It is the opinion of the legal counsel for this firm:

Name _____
Address _____ (Complete the information)
Address _____
Telephone _____

that this firm is not required to file an Authority to do Business in New York State as required by Section 1301 of the NYS Business Corporate Law.

=====
Complete one of the following two acknowledgements in addition to above information.

Individual Acknowledgment for Sole Proprietors or Partnerships

Signature

State of _____
County of _____ ss.

On this ____ day of _____ two thousand and _____ before me, the subscriber, personally appeared _____ to me personally known and known to me to be the same person described in and who executed the within Instrument, and he/she acknowledged to me that he/she executed the same.

Notary Public

Corporate Acknowledgment for corporations or LLC's

Signature

State of _____
County of _____ ss.

On this ____ day of _____ two thousand and _____ before me personally known, who, being by me duly sworn did depose and say that he/she resides in _____ that he/she is the _____ of _____ the corporation described in, and which executed, the above Instrument; that he/she knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

Notary Public

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FEDERAL LAW CERTIFICATION

I, _____ [insert name], the _____ [insert title] of
_____ [name of company], _____ [Nine Digit DUNS
Number] hereby swear or affirm that the following is true:

1. The company, its principles or entities related to the company named above, is not now, nor ever has been, debarred from contracting with the United States Government or any State government.
2. The company is not now under investigation by any agency of the Federal Government or the government of any State for any actions by the company, its principles or any related entity, for any alleged malfeasance or misfeasance of any kind or nature which could lead to a debarment from governmental contracting or criminal prosecution, as well as render any contracts signed in reliance on this certification voidable by the party relying on this certification. This includes any violations related to the Davis-Bacon Act, the federal prevailing wage statute, the Copeland Act and the Contract Hours and Safety Standards Act which covers hours of work and safety standards in federal public contracting.
3. I have full legal authority under my company's organizational documents or bylaws to make this certification on the company's behalf.
4. I understand that submission of a false statement on this document will subject me to criminal prosecution.

(Date)

(Signature)

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID

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STATEMENT OF SURETY'S INTENT

To:

(Owner)

We have reviewed the Bid of _____

(Contractor)

of _____

(Address)

for _____

(Project)

Bids for which will be received on _____

(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted, and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if, for any reason, we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

(Surety's Authorized Signature)

Attach Power of Attorney

**(Corporate Seal, if any.
If no seal, write "No Seal"
across this place and sign.)**

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID

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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 Aprils 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: _____

EITHER THIS FORM OR THE "DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT" FORM ON THE FOLLOWING PAGE MUST BE COMPLETED AND SUBMITTED WITH THE BID

**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: _____

NOTICE TO BIDDERS

The **Worcester Central School District**, invites the submission of Sealed Bid Proposals to furnish materials and labor to complete the

Alterations to: Worcester Central School District
Project No. 2022-151

all in accordance with the plans and specifications.

This work is to be bid under a MULTIPLE CONTRACT system covering the work of all trades under separate contracts as follows:

Contract No. 1 – General Construction
Contract No. 2 – Mechanical
Contract No. 3 – Plumbing
Contract No. 4 – Electrical

Sealed Bid Proposals will be received until **2 p.m.** prevailing time, on **August 07, 2024**, at the

Worcester CSD
198 Main Street
Worcester, New York 12197

Any bid may be withdrawn without prejudice prior to the official bid submission time or any publicized postponement thereof.

Complete digital sets of Bidding Documents, drawings and specifications, may be obtained online as a download at the following website: <https://thebcgroup.biddyhq.com> under 'projects.'

Complete sets of Bidding Documents, Drawings and Specifications, may be obtained from REVplans, 28 Church Street; Suite 7, Warwick, New York 10990 Tel: 1-845-651-3845, upon depositing the sum of \$100.00 for each combined set of documents. Checks or money orders shall be made payable to BCA Architects & Engineers. Plan deposit is refundable in accordance with the terms in the Instructions to Bidders to all submitting bids. Bidders wishing documents mailed to them shall include, in addition to the document deposit, a non-refundable check of \$15.00 per set for handling and postage or a UPS/FedEx account number.

Please note REVplans (<https://thebcgroup.biddyhq.com>) is the designated location and means for distributing and obtaining all bid package information. Only those Contract Documents obtained in this manner will enable a prospective bidder to be identified as an official plan holder of record. The Provider takes no responsibility for the completeness of Contract Documents obtained from other sources. Contract Documents obtained from other sources may not be accurate or may not contain addenda that may have been issued

All bid addenda will be transmitted to registered plan holders via email and will be available at <https://thebcgroup.biddyhq.com>. Plan holders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use and coordinate directly with the printer for hard copies of addenda to be issued. There will be no charge for registered plan holders to obtain hard copies of the bid addenda.

The Bid Documents and Contract Documents may also be examined at the office of BCA Architects & Engineers, 31 Lewis Street, Suite 402, Binghamton, New York 13901.

PLANS AND SPECIFICATIONS REMAIN THE PROPERTY OF BCA Architects & Engineers AND MUST BE RETURNED IN GOOD CONDITION WITHIN THIRTY (30) BUSINESS DAYS AFTER AWARD OF CONTRACT OR REJECTION OF BIDS. The plan deposit for one set of Plans and Specifications will be refunded to bona fide bidders returning Plans and Specifications to REVplans within 30 business days after award of Contract or rejection of bids. A partial refund of the plan deposit, in an amount equal to the full amount of such deposit, less the actual cost of reproduction of the Plans and Specifications shall be made to non-bidders and unsuccessful bidders for the return of all other copies of the Plans and Specifications in good condition within 30 business days following the award of the Contract or the rejection of the bids.

Plan Deposit Policy, Plan Holders List, Pre-Bid Estimates, and a list of Addendums, if any, may be found at www.thebcgroup.com/bidding.

A pre-bid conference and onsite review of the project areas will be conducted by the Architect and Construction Manager on **July 25, 2024** commencing at **11:00 am** at the **Worcester Central School District**. The pre-bid conference will be for all contracts.

Bids shall be prepared as set forth in the Information to Bidders, enclosed in a sealed envelope bearing on its face the name, address and phone number of the bidder and the title of the project.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and the respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

The Owner further reserves its right to disqualify bidders for any material failure to comply with the Information for Bidders and General, Supplementary, and Special Conditions.

The Owner reserves the right to reject any or all bids and to waive any informalities or defects in such bid either before or after opening.

Each bidder must deposit with his bid, security in the form and subject to the conditions provided in the "INFORMATION FOR BIDDERS". Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and to the minimum wage rates to be paid under the Contract. No bidder may withdraw his bid within 45 business days after the date of the opening of bids.

ATTENTION OUT-OF-STATE BIDDERS

Please pay particular attention to the Form of Proposal and its related forms in the project manual. Out-of-State Bidders are required to complete the "Statement Concerning Authority to do Business in the State of New York for non-New York State Companies" located in the Form of Proposal package. There are three sections that must be completed. You must also have the Non-Collusion Certificate completed and signed and if you are a corporation, you must have the Resolution completed and signed.

No bid will be considered when opened unless accompanied by a certified copy of your Authority to do Business in New York State. This is not to be confused with a sales tax certificate. The Authority can be obtained by contacting:

New York State Department of State
Division of Corporations
162 Washington Avenue
Albany, NY 12231
(518) 473-2492

If the Certificate does not accompany the bid, the bid is not valid.

In the event you are of the opinion that you are not required to obtain the Authority To Do Business in New York state, and you are not a New York State Corporation, then you should complete the *Statement Concerning Authority to do Business*. You must complete two out of three sections. The top portion must be completed by all vendors needing to complete this document and then either the *Individual Acknowledgement* or the *Corporate Acknowledgement*, depending on the status of your business.

By Order Of:

Date: _____

District Clerk

**SECTION 01 1000
SUMMARY - MULTI CONTRACT**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Alterations to Worcester CSD
- B. Owner's Name: Worcester Central School District.
- C. Architect's Name: BCA Architects & Engineers.
- D. Construction Manager's Name: W.H. Lane, Inc.
- E. The Project consists of but not limited to the alteration of the main, secure entrance, the main office area, sanitary line replacement, finish upgrades, mechanical upgrades, and electrical upgrades..

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Multiple prime contracts, each based on a Stipulated Price.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is indicated on drawings.
- B. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- C. HVAC: Alter existing system and add new construction, keeping existing in operation.
- D. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.

1.04 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by the Owner.
- B. Owner will supply and install the following:
- C. Owner will supply the following for installation by Contractor:

1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Utility Outages and Shutdown:

1. Limit disruption of utility services to hours the building is unoccupied.
2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
3. Prevent accidental disruption of utility services to other facilities.

1.07 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Architect.

1.08 SPECIFICATION SECTIONS APPLICABLE TO ALL PRIME CONTRACTS

- A. All Contractors are responsible for the information regarding thier work on all the drawings and specifications. Each Prime Contractor's scope of work includes the following, but not limited to the following. The below is not intended to limit any Contractor's requirements to review all the drawings for thier work.
- B. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.
- C. Division 00 Procurement and Contracting Requirements
 1. All Sections including Bidding Requirements, Contract Forms, and Conditions of the Contract.
- D. Division 01 General Requirements including but not limited to the following:
 1. Section 00 0103 - Project Directory.
 2. Section 01 2000 - Price and Payment Procedures.
 3. Section 01 2100 - Allowances.
 4. Section 01 2300 - Alternates.
 5. Section 01 3000 - Administrative Requirements.
 6. Section 01 3216 - Construction Progress Schedule.
 7. Section 01 3300 - Submittal Procedures.
 8. Section 01 3553 - Security Procedures.
 9. Section 01 4000 - Quality Requirements.
 10. Section 01 4533 - Code-Required Special Inspections
 11. Section 01 5000 - Temporary Facilities and Controls.
 12. Section 01 5500 - Vehicular Access and Parking.
 13. Section 01 6000 - Product Requirements.
 14. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
 15. Section 01 7000 - Execution and Closeout Requirements.
 16. Section 01 7800 - Closeout Submittals.
- E. Division 02 Concrete
 1. Section 03 3000 - Cast-in-Place Concrete
- F. Division 07 Thermal and Moisture Protection
 1. Section 07 8400 - Firestopping
- G. Division 08 Openings
 1. Section 08 3100 - Access Doors and Panels
- H. Division 09 Finishes
 1. Section 09 9123 - Interior Painting

1.09 CONTRACT NO. 01 - GENERAL CONSTRUCTION (GC)

- A. Includes Architectural, Structural, and Site, plus other operations traditionally recognized as General Construction. General Construction contractor is responsible to coordinate all prime contractor tasks. Including administration and coordination responsibilities. Work under this contract includes, but not limited to, the following:
 1. Division 01 - General Requirements:
 - a. Specification sections listed above as applicable to all contracts.
 - b. Section 01 7000: Basic project engineering and layout.

- c. Section 01 5000: Temporary Sanitary facilities.
- d. Section 01 5813: Temporary Project Signage.
- e. Section 01 7000: Final cleaning.
- 2. Division 3 - Concrete.
 - a. With the exception of concrete equipment pads furnished and installed by other prime contracts unless noted otherwise.
- 3. Division 4 - Masonry.
- 4. Division 5 - Metals.
- 5. Division 6 - Woods, Plastics and Composites.
- 6. Division 7 - Thermal and Moisture Protection.
 - a. With the exception of roof curbing furnished by other prime contracts for installation by the GC.
- 7. Division 8 - Openings.
 - a. With the exception of access doors and panels furnished by other prime contracts for installation by the GC.
- 8. Division 9 - Finishes.
- 9. Division 10 - Specialties.
- 10. Division 11 - Equipment.
- 11. Division 12 - Furnishings.
- 12. Division 31 - Earthwork.
- 13. Division 32 - Exterior Improvements.
- 14. Division 33 - Utilities.
 - a. All Division 33 utilities unless otherwise noted in the Electrical Contract.
- 15. Drawings listed above as applicable to all contracts.
- 16. Drawings L series drawings.
- 17. Drawings S series drawings.
- 18. Drawings A series drawings.

1.10 CONTRACT NO. 03 - PLUMBING (PC)

- A. Includes plumbing equipment, fixtures, accessories and piping systems. Work under this contract includes, but not limited, to the following:
 - 1. Specification sections listed above as applicable to all contracts.
 - 2. Division 07 - Thermal and Moisture Protection:
 - a. Section 07 8400 - Firestopping: Firestopping of piping penetrations and the Work of this Contract.
 - b. Section 07 9005 - Joint Sealers for the Work of this Contract.
 - 3. Division 08 - Openings:
 - a. Section 08 3100 - Access Doors and Panels: Access doors and panels. Furnish to the GC for installation.
 - 4. Division 22 - Plumbing:
 - a. All Sections of Division 22
 - 5. Drawings listed above as applicable to all contracts.
 - 6. Drawings P series drawings.

1.11 CONTRACT NO. 02 - MECHANICAL (MC)

- A. Includes heating, ventilation, air conditioning systems and the temperature control systems. Work under this contract includes, but not limited to, the following:
 - 1. Specification sections listed above as applicable to all contracts.
 - 2. Division 03 - Concrete:
 - a. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads and the Work of this Contract.
 - 3. Division 07 - Thermal and Moisture Protection:
 - a. Section 07 8400 - Firestopping: Firestopping of mechanical penetrations and the Work of this Contract.

- b. Section 07 9005 - Joint Sealants for the Work of this Contract.
- c. Furnish roof curbing for installation by the GC.
- 4. Division 23 - Heating, Ventilating, and Air Conditioning:
 - a. All Sections of Division 23.
- 5. Drawings listed above as applicable to all contracts.
- 6. Drawings M series drawings.

1.12 CONTRACT NO. 04 - ELECTRICAL (EC)

- A. Includes electric power distribution, lighting, technology cabling, fire alarm systems and telecommunications systems. Work under this contract includes, but is not limited to, the following:
 - 1. Specification sections listed above as applicable to all contracts.
 - 2. Division 07 - Thermal and Moisture Protection:
 - a. Section 07 8400 - Firestopping: Firestopping of wire, conduit penetrations, cable trays, box penetrations and the Work of this Contract.
 - b. Section 07 9005 - Joint Sealers for the Work of this Contract.
 - 3. Division 26 - Electrical:
 - a. All Sections of Division 26.
 - 4. Division 27 - Communications:
 - a. All Sections of Division 27.
 - 5. Division 28 - Electronic Safety and Security:
 - a. All Sections of Division 28.
 - 6. Division 33 - Utilities:
 - a. Section 33 7000 Electrical Utilities: Electrical utilities.
 - b. Section 33 8000 Communications Utilities: Power and communication utilities.
 - 7. Drawings listed above as applicable to all contracts.
 - 8. Drawings E series drawings.

1.13 CONTRACT ASSIGNMENTS

- A. Contract Assignments: In addition to specific responsibilities indicated in this section, the contracts noted below are assigned certain responsibilities, as follows:
 - 1. Excavation 5'-0" outside the building limits shall be performed by the GC unless otherwise noted.
 - 2. Excavation and backfill within the building limits and extending to 5'-0" outside the building limits shall be performed by each Prime Contractor responsible for said Work. GC shall be responsible for the replacement of concrete slab and flooring materials at all excavated locations.
 - 3. Excavation and backfill 5'-0" outside the building limits shall be performed by the EC for their own Work unless noted otherwise.
 - 4. All Fuel Tank replacement work, including but not limited to, site work shall be by the PC.
 - 5. GC shall be responsible for the removal and replacement of suspended ceiling systems required for the work of all Prime Contracts as noted on the drawings.
 - 6. Blocking for the work of each contract shall be the responsibility of each Prime Contractor for their own Work. Roof blocking shall be the responsibility of the GC.
 - 7. Openings in walls, floors and roofs:
 - a. In new surfaces: Providing openings, including lintels and structural framing shall be the work of the GC. Each Prime Contractor is responsible for identifying opening sizes and locations for its own work and advising the GC of such, in writing, in a timely manner.
 - b. In existing surfaces: Providing openings, including lintels and structural framing shall be the work of the GC. Each Prime Contractor is responsible for identifying opening sizes and locations for its own work and advising the GC of such, in writing, in a timely manner. GC is responsible to patch adjacent surfaces to match the existing conditions. Cut openings under 100 square inches or drilled openings of 8 inches or less in diameter are to be the work of each Prime Contractor.

- c. GC to size lintels and structural framing for openings in accordance with the information on the Drawings and information provided by each Prime Contractor.
 - d. Provide openings by personnel experienced in work similar to that indicated for this Project, whose work has resulted in construction with a record of successful service performance.
 - e. All penetrations in existing and new fire-rated wall and fire-rated floor/ceiling assemblies shall be the responsibility of each Prime Contractor requiring said penetration, including penetration and membrane firestopping systems. All voids and openings created by demolition work shall be filled with firestopping systems by each Prime Contractor.
 - f. All penetrations in existing and new smoke walls and smoke floor/ceiling assemblies shall be the responsibility of each Prime Contractor requiring said penetration, including penetration and membrane firestopping systems. All voids and openings created by demolition work shall be filled with firestopping systems by each Prime Contractor.
 - g. All penetrations in new air barriers, vapor barriers and waterproofing membranes shall be the work of of the GC.
8. Furnishing of access doors and panels for the work of each contract shall be by each Prime Contract, except as follows:
 - a. In new surfaces: Furnishing and installing wall or ceiling access doors and panels shall be the work of the GC.
 - b. In existing surfaces: Furnishing and installing wall and ceiling access doors and panels exposed to view shall be the work of the GC. Each Prime Contract shall be responsible to furnish and install access doors and panels for thier own work which is not exposed to view (i.e.ductwork access panels, etc.) and integral to the equipment. for its own work.
 9. Furnishing of roof mounted equipment curbs, equipment rails and pipe portals for the work of each contract shall be the work of each Prime Contract for its own work.
 - a. Installing of roof-mounted equipment curbs, equipment rails and pipe portals (including flashing, blocking and sealing) shall be the work of the GC in accordance with roofing manuafturer's requirements..
 10. Painting for the work of each contract shall be the work of the GC, except as follows:
 - a. Identification painting (such as equipment and piping) for the work of each contract shall be the work of each contract for its own work.
 11. Furnishing linear grilles for casework shall be the work of the MC.
 - a. Installation of the linear grilles for casework shall be by the GC.
 12. Furnishing mechanical louvers and grilles for exterior walls shall be the work of the MC.
 - a. Installation of louvers and grilles for exterior walls (including flashing and sealing) shall be the work of the GC.
 13. Furnishing motor starters for the work of each contract shall be the work of each contract for its own work.
 - a. Installing motor starters shall be the work of the EC.
 14. Providing automatic door operators shall be the work of the GC, including installing control wiring from activation device (push-plate switch) to operator.
 - a. Providing power to the operator shall be the work of the EC.
 15. Field Engineering and Surveying:
 - a. The GC is responsible for the field engineering and surveying for all building work.
 - b. The GC is responsible for all field engineering and surveying for all site work.

END OF SECTION

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**SECTION 01 2100
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash allowances.
- B. Payment and modification procedures relating to allowances.

1.02 ALLOWANCES

- A. When authorized by the Architect/Engineer, cash allowances will be authorized by a Construction Change Directive. The determination shall be as described in Article 7.3 of the General Conditions of the Contract for Construction and Supplementary Conditions of the Contract for Construction.
- B. Costs included in the Contractor's labor and materials allowances shall include all costs as outlined in the General Conditions of the Contract for Construction and Supplementary Conditions of the Contract for Construction.
- C. Architect/Engineer Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare allowance authorization.
- D. Contractor Responsibilities:
 - 1. Assist Architect/Engineer in selection of products, suppliers, and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. Arrange for and process Shop Drawings, product data, and samples. Arrange for delivery.
 - 4. Promptly inspect products upon delivery for completeness, damage, and defects.
- E. The Owner reserves the right to reduce or eliminate all allowances at any time during this Contract by change order.

1.03 CASH ALLOWANCES

- A. Contract No. 1 - General Construction:
 - 1. Bid Item No.1 - Field Directive Allowance: The General Contractor shall include in his Total Base Bid a cash allowance in the amount \$55,000.00 for Work Directive Changes as authorized by the Resident Project Representative in accordance with pertinent provisions of the General Conditions of the Construction Contract.
- B. Contract No. 2 - Mechanical:
 - 1. Bid Item No.1 - Field Directive Allowance: The Mechanical Contractor shall include in his Total Base Bid a cash allowance in the amount \$15,000.00 for Work Directive Changes as authorized by the Resident Project Representative in accordance with pertinent provisions of the General Conditions of the Construction Contract.
- C. Contract No. 3 - Plumbing:
 - 1. Bid Item No.1 - Field Directive Allowance: The Plumbing Contractor shall include in his Total Base Bid a cash allowance in the amount \$85,000.00 for Work Directive Changes as authorized by the Resident Project Representative in accordance with pertinent provisions of the General Conditions of the Construction Contract.
 - 2. Bid Item No.2 - Fuel Oil Piping Flushing/Cleaning Allowance: The Plumbing Contractor shall include in his Total Base Bid a cash allowance in the amount \$5,000.00 for Work Directive Changes as authorized by the Resident Project Representative in accordance with pertinent provisions of the General Conditions of the Construction Contract that pertain to flushing and cleaning the existing fuel oil piping system within the building during the fuel tank replacement.
- D. Contract No. 4 - Electrical:

1. Bid Item No.1 - Field Directive Allowance: The Electrical Contractor shall include in his Total Base Bid a cash allowance in the amount \$50,000.00 for Work Directive Changes as authorized by the Resident Project Representative in accordance with pertinent provisions of the General Conditions of the Construction Contract.

1.04 PAYMENT AND MODIFICATION PRICE

- A. Unit price allowances shall be utilized, when authorized by the Architect/Engineer to determine the value of added or reduced scope to be performed, as described in each Bid Item. Unit pricing shall be prorated based on the actual quantities determined necessary on-site. The ultimate quantities procured may exceed or be less than the quantity stipulated on the Contractor's Form of Proposal and may be utilized in multiple work areas.
- B. It is expressly understood that, at the completion of the project, all remaining unused portions of the allowance(s) shall be credited to the Owner. A deductive Change Order shall be prepared by the Architect/Engineer and executed by the Contractor and the Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION