

Addendum No. 1

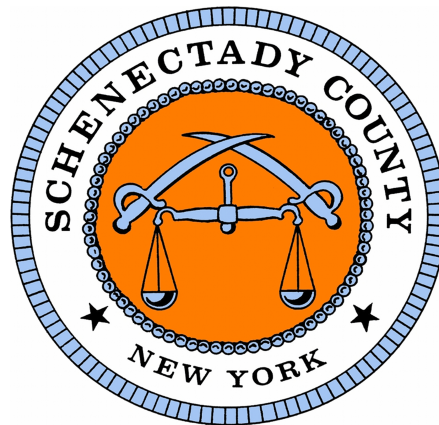
For

FLEXPOD HANGAR DEVELOPMENT

Schenectady County Airport

Contract No. RFB-2021-36
NYS DOT PIN No. 1905.04
CHA Project No. 054338.000

July 16th, 2021



TO ALL BIDDERS:

The following information constitutes **Addendum No. 1** of the Contract Documents. Each bidder shall acknowledge receipt of this Addendum.

All revisions to the Drawings and Specifications called for in this Addendum shall be reflected in the Construction Drawings and Specifications issued to the successful bidder at the Pre-Construction Meeting.

The following addendum items modify, change, delete from or add to the requirements of the contract documents for this project. The articles contained in the addendum take precedence over the requirements of the previously published contract documents. Where any article of the contract specifications or any detail of the contract drawings is modified or any paragraph, subparagraph or clause thereof is modified or deleted by the articles contained in this addendum, the unaltered provisions of that articles, paragraph, subparagraph or clause shall remain in effect.

ITEM No. 1 – CLARIFICATIONS

1. Apprenticeship Program Certification

Should the contract be over \$200,000, the Prime contractor must certify that they currently have a New York State Certified Apprenticeship program, and the Prime contractor must certify that all subcontractors also have a currently certified New York State Apprenticeship program.

2. M/WBE Goal and Workforce Utilization

While this is an Airport Project and usually FAA projects require a DBE component, it is being fully funded by a NYSDOT Aviation Bureau Grant, which requires the Prime Contractor to meet both an M/WBE Goal (Subcontractors and Materials), and also a M/WBE Workforce Utilization goal. The contractor is directed to the Bid Documents to locate the required percentages for each of these project components.

3. Project Calendar Days

*The contractor shall be allowed a total of **120 Calendar Days** to complete this project. The Calendar Days will start within 10 Days of the Notice to Proceed date and/or the first day the Contractor is on-site (whichever happens first). The contractor shall make note that the Calendar Days noted on the **Construction Safety and Phasing Plan (CSP-1)** are to be 120 and not 90 as currently shown on the Bid Plans. This update will be made and provided as part of the “Issued for Bid” plans.*

ITEM No. 2 – CONTRACTOR’S QUESTIONS

1. Is it possible the Owner would consider accepting a “Blanket Policy” and being named as a “Loss Payee”, as opposed to the “Builders Risk” policy with the owner as additional insured as defined in the Bid Documents?

Yes – Schenectady County is accepting of both the General and Electrical awarded Contractors to provide a Blanket Policy with Schenectady County being listed as a “Loss Payee”.

The General and Electric Contractors should also be aware that when providing insurances, they are required to provide them to cover the entire cost of the project, and not only their individual contract. The cost of the total project will be provided to each Contractor prior to Award of Contract, at which time they will then be required to issue insurance documents for the total project value.

2. With the project being funded by NYSDOT, will only the State Wage Rates be required, or will Federal Wage Rates also be required?

Only the New York State Wage Rates will be required under this project. The contractor is expected and required to monitor these Wage Rates to use the most current during the duration of construction.

3. Are there Liquidated Damages associated with this project?

Yes, the project will contain liquidated damages of \$2,000 per day, when construction goes past 120 Calendar Days. The contractor should be aware though that a “clock stoppage” may be approved (by Schenectady County) as justified by Contractor, should an issue with material lead time and/or inclement weather allow.

4. **The plans appear to be designed based on an “Erect-A-Tube” product. Can an alternative manufacturer be utilized as long as it meets the requirements and is cost effect?**

Yes, while the plans are based on an “Erect-A-Tube” design, the contractor is not REQUIRED to utilize Erect-A-Tube. The contractor is although required to utilize and submit a product that meets or exceeds the same requirements and standards of the “Erect-A-Tube” design. All material submissions, regardless of manufacturer, will require review and approval by the Engineer.

5. **The Base Bid includes the new Asphalt Apron, yet the plans show the asphalt rebate on the Taxiway side (milling the edge for tie-in to existing pavement) in Alternate 2. Is this just a typo?**

*Yes – The reference to the Asphalt Rebate work adjacent to the existing apron as shown on Sheet D-1; **Demolition Plan** is incorrect and should be stated as a requirement under the Base Bid.*

6. **Is the Electric Contract responsible for asphalt removal and patching the asphalt for his or her Electrical ditches?**

The General or Prime Contractor shall be required to complete the work associated with the electrical installation within existing pavement. This effort includes Saw-cutting the existing pavement, unclassified excavation of the trench, backfilling with acceptable material, and placement of new P-401 Hot Mix Asphalt. The work and materials as described above shall be considered incidental to the project, and shall not be quantified individually under the like contract items.

7. **Will flagging be required on equipment if working on the outside of the Temporary Security Fence?**

Flagging on Construction Equipment is not required for equipment and vehicles shorter than 20 feet in height. For any items that extend over 20 feet in height (i.e., - Concrete Boom Truck, Crane, etc), they will be required to be flagged.

Additionally, a 7460-1; Notice of Proposed Alteration or Construction for both Temporary and Permanent items have been submitted to the FAA for review. They have not provided a determination as of the current date, but we have proposed a maximum Crane Boom height of 60 feet. Should this height be approved, the Contractor will be required to follow any guidelines required by FAA under the approval determination (i.e. – Flagging Crane Boom and/or Obstruction Lighting on Crane Boom).

Should the Contractor be required to utilize any equipment more than 60 feet in height, they will be required to submit a new 7460-1; Notice of Proposed Alteration or Construction for approval.

8. **On CSP-2, the Detail for Temporary Fencing on Concrete Barrier only apply to where it sits on existing pavement? Can the side lot posts be set in soil?**

Contractor shall be permitted to utilize Concrete Barrier fencing Only in the areas that it is placed on existing pavement. In locations where the fence is to be installed above grass, the contractor shall be allowed to drive posts (4' minimum depth) to complete the installation. Contractor would be expected to locate any underground utilities prior to driving posts should they go that route at their own costs. Any damage to underground utilities due to this work shall be repaired immediately and at not cost to the Sponsor.

ITEM No. 3 – FRONT ENDS

1. Table of Contents – Bidding Requirements

Add the following sections:

00 50 01 *Bid Bond*

00 50 02 *Performance Bond*

00 50 03 *Labor and Material Bond*

00 50 04 *Standard Services Agreement*

Replace 00 07 08 Bidders Qualifications with 00 07 08 Standard Contractor's Questionnaire

2. Bidding Requirements

Add the attached sections:

00 50 01 *Bid Bond*

00 50 02 *Performance Bond*

00 50 03 *Labor and Material Bond*

00 50 04 *Standard Services Agreement*

00 07 08 *Standard Contractor's Questionnaire*

3. Bidding Requirements - 00 04 01 Bid Form

Replace the Bid Form with the attached updated Bid Form

ITEM No. 4 – SPECIFICATIONS

None

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____
as Surety, are hereby held and firmly bound unto _____
_____ as OWNER in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of
_____, _____.

The condition of the above obligation is such that whereas the Principal has submitted \$ _____
(amount of bid) a certain proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing,
for:

FLEX POD HANGAR DEVELOPMENT
at Schenectady County Airport

NOW THEREFORE,

- (a) If said bid shall be rejected,
- (b) If said bid shall be accepted, and the Principal shall execute and deliver a Contract in the form of Form of Agreement attached to the Contract Specifications and shall furnish a bond for this faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and submit the required insurance certificates, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal L.S

Surety

By _____

SEAL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

(hereinafter called the "Principal") and _____

_____ (hereinafter called the "Surety") are held and firmly bound to **The Schenectady County Airport** _____ (hereinafter called the "OWNER") in the full and just sum of _____ Dollars (\$) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds himself, his heirs, executors, administrators and assignees and the Surety binds itself, its successors and assignees, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract bearing the date on the day of _____, _____ with the OWNER for: _____ a copy of which Contract is annexed to and hereby made part of this bond as though herein set forth in full; and

WHEREAS, Surety is authorized to do business in the State of New York and is familiar with the terms of the Contract;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract or his (their, its) part to be kept and performed and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the OWNER from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the OWNER for all outlay and expense which the OWNER may incur in making good any such default, and shall protect the said OWNER against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said OWNER or its officers or agents or which the said OWNER may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or his (their, its) agents or servants, or the improper performance of the said work by the said Principal, or his (their, its) agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety, for value received, hereby stipulates and agrees, if requested to do so by the OWNER, to fully perform and complete the work mentioned and described in said contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the OWNER and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof; and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required herein, or by any waiver of any provisions thereof, or by any assignment, sub-letting or other transfer of any work to be performed or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to the Principal.

PROVIDED, HOWEVER, the Surety Company must append statement of it's financial condition and a copy of the resolution authorizing the execution of bonds by officers of the Company.

IN WITNESS WHEREOF, the Principal has hereunto set his (their, its) hand and seal and the Surety has caused this instrument to be signed by its _____, and its Corporate Seal to be hereunto affixed this ____ day of _____, ____.

Principal

By: _____

(If Corporation add Seal and Attestation)

Attest: _____
Secretary

Surety

By: _____

(Add Corporate Seal)

Attest.: _____

(ACKNOWLEDGEMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF NEW YORK:

SS:

SCHENECTADY COUNTY:

On this __ day of _____, __, before me personally came _____ me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF NEW YORK:

SS:

SCHENECTADY COUNTY:

On this __ day of _____, __, before me personally came _____ to me 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 foregoing 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 the order of the Board of Directors of said Corporation and that he/she executed the same by like order.

Notary Public

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF NEW YORK:

SS:

SCHENECTADY COUNTY:

On this __ day of _____, __, before me personally came _____ to me 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 herein and which executed the foregoing 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 the order of the Board of Directors of said Corporation and that he/she executed the same by like order; and that the liabilities of the Surety Company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

Notary Public

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety") are held and firmly bound to
to **The Schenectady County Airport** (hereinafter called the "OWNER") in the full and just sum of
_____ Dollars, (\$ _____) good
and lawful money of the United States of America, for the payment of which sum of money, well and
truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and
assigns and the Surety binds itself, its successors and assigns jointly and severally firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract bearing the date on the
day of _____, _____, with the OWNER for the
_____, a copy of which Contract is annexed to and
hereby made part of this Bond as though herein set forth in full; and

WHEREAS, the Surety is authorized to do business in the State of New York and is familiar with
the terms of the Contract; and

WHEREAS, the OWNER has required this Bond guaranteeing prompt payment of monies due to
all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the
prosecution of the work provided in such Contract;

NOW, THEREFORE, the condition of the foregoing obligation is such that if the
Principal shall promptly pay all monies due to all persons furnishing the Principal or any subcontractor of
the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null
and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that the Surety for value received, hereby stipulates and agrees that
no change, extension, alteration or addition to the terms of the said Contract shall in any way affect its
obligation under this Bond, and it does hereby waive notice of any such change, extension, alteration or
addition; and further

PROVIDED, HOWEVER, that the place of trial of any action on this Bond shall be in the
County in which the said Contract was to be performed, or if said Contract was to be performed in more
than one County, then in any such County, and not elsewhere; and further

PROVIDED, HOWEVER, that this Bond shall be enforceable in accordance with the terms and
provisions of Section 137 of the State Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its _____, and its Corporate Seal to be hereunto affixed this ____ day of _____, ____.

Principal

By: _____

(If Corporation add
Seal and Attestation)

Attest: _____
Secretary

Surety

By: _____

(Add Corporate Seal)

Attest: _____

(ACKNOWLEDGEMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF NEW YORK:

SS:

SCHENECTADY COUNTY:

On this __ day of _____, __, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF NEW YORK:

SS.

SCHENECTADY COUNTY:

On this __ day _____, __, before me personally came _____ to me 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 foregoing 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 the order of the Board of Directors of said Corporation and that he/she executed the same by like order.

Notary Public

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF NEW YORK:

SS:

SCHENECTADY COUNTY:

On this __ day of _____, __, before me personally came _____ to me 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 within instrument 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 the order of the Board of Directors of said Corporation and that he/she executed the same by like order; and that the liabilities of the Surety Company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

Notary Public

STANDARD SERVICES/MATERIAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by
and between the **COUNTY OF SCHEENECTADY, NEW YORK**, a municipal corporation of
the State of New York, having its principal offices located at 620 State Street, Schenectady, New
York 12305 , hereinafter called the “County” and _____, with offices at
hereinafter called the “Contractor”.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained
and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by
the parties hereto as follows:

ARTICLE 1 – CONTRACT SUM

The County shall pay to the Contractor and the Contractor agrees to accept as full
payment for the services/materials furnished under this agreement, _____ for a
total price of _____ Dollars, as more fully described on Bid Sheet
annexed hereto, for _____. The County acknowledges that the total price may
be adjusted up to _____ Dollars, as agreed
to between the parties, in order to accommodate any necessary adjustments.

ARTICLE 2 – SERVICES/MATERIALS TO BE FURNISHED

The Contractor shall well and completely perform/furnish all of the services/materials in compliance with the contract documents of the County as hereinafter defined and in accordance with the bid proposal submitted by the Contractor, attached and made part hereof as Exhibit “A”.

ARTICLE 3 – CONTRACT DOCUMENTS

Notice to bidders, instructions to bidders, general specifications, conditions, specifications, bid proposal and non-collusive bidding certification and such exhibits that may be annexed to this contract and, together with this agreement, shall form the entire agreement between the parties hereto, which documents are hereby incorporated herein by reference the same as if they were fully set forth herein.

ARTICLE 4 – GUARANTY

The Contractor shall execute and deliver to the County an insurance company surety bond in the penal sum of 100% as a guarantee for the full performance of this agreement, which bond shall be filed upon the execution and delivery of this agreement.

ARTICLE 5 – GENERAL LEGAL RESPONSIBILITY

The Contractor shall comply with all existing and future federal, state and municipal laws, ordinances and regulations, including specified discrimination and labor clauses, which such clauses are attached and made part hereof as “New York State Requirements”.

ARTICLE 6 – CONFLICT OF INTEREST

The Contractor shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

ARTICLE 7 – SURETY AND INSURANCE

The Contractor will carry public liability, property damage, disability benefits and workers' compensation insurance.

Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits coverage; or
- C-105.2 – Certificate of Workers' Compensation Insurance; or
- SI-12 – Certificate of Workers' Compensation Self-Insurance, GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

Certificates of disability benefits coverage shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- DB-120.1 – Certificate of Disability Benefits; or
- DB-155 – Certificate of Disability Benefits Self-Insurance.

Certificates of all of the above policies of insurance shall be delivered to the County by the Contractor prior to the commencement of any work under the contract.

ARTICLE 8 – INDEMNIFICATION

The Contractor shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Contractor, its agents or employees, in the

execution of their work under the terms of this agreement including claims relating to labor and materials furnished.

ARTICLE 9 – SUBLETTING AND ASSIGNING CONTRACT

The Contractor shall not assign or transfer the contract or any interest therein without first receiving written approval from the County.

ARTICLE 10 – CHANGES IN CONTRACT

Changes in this contract shall be permitted only upon written mutual agreement of the County and Contractor.

ARTICLE 11 – TERMINATION

Termination for cause brought about by failure of the Contractor to perform shall be effected only if the County notifies the Contractor of such cause in writing and the Contractor fails to remedy or eliminate the violation within twenty (20) days of said notification

ARTICLE 12 – ARBITRATION

In any event and notwithstanding any of the provisions made in the contract, the parties hereto will submit to arbitration any question or dispute arising between said parties as to the interpretation of any term or condition herein contained or with respect to any matter of compliance or non-compliance with the terms hereof, in accordance with and pursuant to Article 75 of the Civil Practice Law and Rules of the State of New York.

ARTICLE 13 – VARIATION

It is further understood and agreed that, in case there is a variation between the terms of this contract and the plans and specifications hereinbefore incorporated herein, or between any of the

plans and specifications, the County shall determine which shall control and this decision shall be final.

ARTICLE 14 – TITLE TO PROPERTY

It is further understood and agreed that title to all materials delivered upon the work site paid for or partly paid for by the County shall vest in and become the property of the County.

ARTICLE 15 – EXTRA WORK

It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing by resolution of the Schenectady County Legislature and further evidenced by the execution of a supplemental agreement between the County and the Contractor.

ARTICLE 16 – AMENDMENT

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein and, if through mistake or otherwise, such provision is not inserted then, upon the application of either party, this contract shall be amended forthwith to make such insertion.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this agreement has been approved and duly executed by the parties on the aforesaid day.

COUNTY OF SCHEENECTADY, NEW YORK

By: _____
Kathleen Rooney
County Manager

By: _____
Contractor

APPROVED as to form and content
This _____ day of _____, 20__

County Attorney

STATE OF NEW YORK

COUNTY OF SCHENECTADY ss.:

On the _____ day of _____, 20__, before me, the undersigned, personally appeared KATHLEEN ROONEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public-State of New York

STATE OF NEW YORK

COUNTY OF SCHENECTADY ss.:

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public-State of New York

**SCHENECTADY COUNTY, NEW YORK
STANDARD CONTRACTOR'S QUESTIONNAIRE**

The information requested in this questionnaire is to assist the CONSULTANT and/or County Project Manager in evaluating the qualifications of contractors, and shall be submitted within 48 hours of the bid opening by the apparent two (2) lowest bidders. An Affidavit of No Change to a previously submitted Questionnaire will not be accepted.

Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law Yes No.

If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

Project: Flex Pod Hangar Development

1. Contract: _____

2. Contractor: _____

DBA Name, if any: _____

Address: _____

Telephone: () _____

Fax: () _____

3. Type of company: _____ corporation incorporated in:
 _____ partnership
 _____ individual proprietor
 _____ joint venture consisting of _____

4. List names and titles of officers, partners or proprietors.

5. How long has the company been in business? _____

Contractor's Questionnaire CQ-2

List any former names of the company.

Identify any affiliates of your company. For purposes of this question, your company and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

Federal ID No.

Company Name Address

6. Has the company, any affiliate, or any predecessor or any member of the company ever been included on any Federal, state or municipal ineligible or debarred list? Yes No

If yes, please explain the circumstances and the present status on a separate page and attach it.

7. Has the company, any affiliate or any predecessor, been defaulted, or failed to complete a contract in the last five years? Yes No?

If yes, please explain the circumstances on a separate page and attach it.

8. What type(s) of construction does the company normally perform? _____

9. Please attach a list of significant projects completed in the last five years. Provide project name, owner, consultant, contract amount and completion date.

10. What is the total value of work presently under contract? \$ _____.

Please attach a list of current contracts including project name, contract amount, owner, consultant, owner/consultant contact person and phone number.

11. What work on this project will you perform with your own forces? (excavation, grading, paving, concrete, masonry, structural steel, plumbing, HVAC, electrical, etc.)

12. What percentage of the contract does this represent? _____ %

13. Please attach a list of key people you expect to assign to this contract, including their positions and experience.

14. a. What work on this project do you plan to subcontract? _____

b. What percentage of the contract does this represent? _____%

Contractor's Questionnaire CQ-3

15. Please attach a certified financial statement for the last fiscal year and any other evidence of financial capability.

16. Is any officer or owner of the company an elected or appointed official of Schenectady County? Yes
No

If Yes, please indicate

17. Within the past five (5) years has the company, any affiliate, any predecessor company or entity, or any person identified in question number 4 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each company's "Yes" answer; attach additional pages if necessary).

a. A judgment of conviction for any business-related conduct constituting a crime under state or federal law? No Yes

b. A criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? No Yes

c. A grant of immunity for any business-related conduct constituting a crime under state or federal law? No Yes

d. A rejection of any bid for lack of qualifications or responsibility or because of the submission of an informal, non-responsive or incomplete bid? No Yes

e. A rejection of any proposed subcontract for lack of qualifications or responsibility or because of the submission of an informal, non-responsive or incomplete bid? No Yes

f. A voluntary exclusion from a bidding/contracting agreement? No Yes

g. Any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding? No Yes

Contractor's Questionnaire CQ-4

- h. An OSHA Citation and Notification Penalty containing a violation classified as serious? No Yes
- i. An OSHA Citation and Notification of Penalty containing a violation classified as willful? No Yes
- j. A prevailing wage or supplement payment violation? No Yes
- k. A State Labor Law violation deemed willful? No Yes
- l. Any other federal or state citations, Notices, violation orders, pending administration hearings or proceedings, or determination of a violation of any labor law or regulation? No Yes
- m. Any criminal investigation, felony indictment or conviction concerning formation of or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise? No Yes
- n. Any denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? No Yes
- o. Rejection of a low bid on a State contract for failure to meet statutory affirmative action or M/WBE requirements? No Yes
- p. A consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? No Yes
- q. Any bankruptcy proceeding? No Yes
- r. Any suspension or revocation of any business or professional license? No Yes
- s. Any citations, Notices, violation orders, pending administrative hearings or proceedings or determination for violation of:
 - federal, state or local health laws, rules or regulations
 - unemployment insurance or workers compensation coverage or claim requirements
 - ERISA (Employee Retirement Income Security Act)
 - federal, state or local human rights laws
 - federal or state security laws?No Yes

Contractor's Questionnaire CQ-5

I hereby certify the above and attached information to be true, complete and not misleading. False or misleading statements may result in revocation of the contract.

Signature

Name and Title

Date

On this __ day of _____, 2021, before me personally came, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

Submit completed questionnaire to:
Schenectady County Purchasing Department
County Office Building
620 State Street, Schenectady, N.Y. 12305



Schenectady County Request for Bid
 FLEX POD HANGAR DEVELOPMENT
 RFB-2021-36
Bid Form: Contract 1 -GC Bidder Name/Stamp: _____

A. PROJECT IDENTIFICATION:

RFB-2021-36: FLEX POD HANGAR DEVELOPMENT

CONTRACT NO. 1: GENERAL CONSTRUCTION

THIS BID IS SUBMITTED TO:

Schenectady County Purchasing
 620 State Street, 6th Floor
 Schenectady, New York 12305-2114
 (518) 388-4242

The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with COUNTY in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price and by the completion date indicated in the Agreement and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for forty-five (45) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) days after the date of COUNTY'S Notice of Award.

In submitting this BID, BIDDER represents that:

- (a) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary;
- (b) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over COUNTY;
- (c) BIDDER will be substantially complete with the work for the prices listed in the Bid Schedule within 120 calendar days after the Notice to Proceed is given.
- (d) BIDDER HAS EXAMINED COPIES OF ALL THE CONTRACT DOCUMENTS.
- (e) BIDDER acknowledges the receipt of the following addenda and has included these requirements in the Bid. (If none, so state and affix signature).

Addendum #	Date



Schenectady County Request for Bid

FLEX POD HANGAR DEVELOPMENT

RFB-2021-36

Bid Form: Contract 1 -GC Bidder Name/Stamp: _____

FLEX POD HANGAR DEVELOPMENT: GENERAL CONSTRUCTION

\$ _____
BASE BID

(TOTAL WRITTEN AMOUNT)

ADD ALTERNATE #1: _____

ADD ALTERNATE #2: _____

The following documents are attached to and made a part of this bid:

- a) Certified Copy of Resolution of Board of Directors
- b) Non-Collusion Bid Certification
- c) Iranian Divestment Form
- d) Disclosure of Prior Non-Responsibility Determinations
- e) Certification for the Prevention of Sexual Harassment
- f) Subcontractors Listing
- g) Standard Contractor’s Questionnaire
- h) Apprenticeship Form (if required)
- i) MWBE Documents
- j) Bid Bond
- k) W-9

BIDDER:

Legal Name of Person, Partnership, or Corporation

Authorized Signature

Type or Print Name

Date Submitted



Schenectady County Request for Bid

FLEX POD HANGAR DEVELOPMENT

RFB-2021-36

Bid Form: Contract 1 -GC Bidder Name/Stamp: _____

BIDDER ADDRESS:

Street

City

State

Zip Code

Telephone Number

Facsimile Number

Email Address

Website

Federal Employer Identification Number



Schenectady County Request for Bid
 FLEX POD HANGAR DEVELOPMENT
 RFB-2021-36
Bid Form: Contract 2 -EC Bidder Name/Stamp: _____

A. PROJECT IDENTIFICATION:

RFB-2021-36: FLEX POD HANGAR DEVELOPMENT

CONTRACT NO. 3: ELECTRICAL CONSTRUCTION

THIS BID IS SUBMITTED TO:

Schenectady County Purchasing
 620 State Street, 6th Floor
 Schenectady, New York 12305-2114
 (518) 388-4242

The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with COUNTY in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price and by the completion date indicated in the Agreement and in accordance with the Contract Documents.

BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for forty-five (45) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) days after the date of COUNTY'S Notice of Award.

In submitting this BID, BIDDER represents that:

- (a) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary;
- (b) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over COUNTY;
- (c) BIDDER will be substantially complete with the work for the prices listed in the Bid Schedule within 120 calendar days after the Notice to Proceed is given.
- (d) BIDDER HAS EXAMINED COPIES OF ALL THE CONTRACT DOCUMENTS.
- (e) BIDDER acknowledges the receipt of the following addenda and has included these requirements in the Bid. (If none, so state and affix signature).

Addendum #	Date



Schenectady County Request for Bid

FLEX POD HANGAR DEVELOPMENT

RFB-2021-36

Bid Form: Contract 2 -EC Bidder Name/Stamp: _____

PROJECT NAME: ELECTRICAL CONSTRUCTION

\$ _____
BASE BID

(TOTAL WRITTEN AMOUNT)

The following documents are attached to and made a part of this bid:

- a) Certified Copy of Resolution of Board of Directors
- b) Non-Collusion Bid Certification
- c) Iranian Divestment Form
- d) Disclosure of Prior Non-Responsibility Determinations
- e) Certification for the Prevention of Sexual Harassment
- f) Subcontractors Listing
- g) Standard Contractor's Questionnaire
- h) Apprenticeship Form (if required)
- i) MWBE Documents
- j) Bid Bond
- k) W-9

BIDDER:

Legal Name of Person, Partnership, or Corporation

Authorized Signature

Type or Print Name



Schenectady County Request for Bid

FLEX POD HANGAR DEVELOPMENT

RFB-2021-36

Bid Form: Contract 2 -EC Bidder Name/Stamp: _____

Date Submitted

BIDDER ADDRESS:

Street

City

State

Zip Code

Telephone Number

Facsimile Number

Email Address

Website

Federal Employer Identification Number



PRE-BID MEETING AGENDA

Schenectady County Airport
FLEXPOD HANGAR DEVELOPMENT

County Contract No. RFB-2021-36
NYSDOT PIN 1905.04

Date: July 8th, 2021
Time: 2:00 pm
Location: Schenectady County Airport – Richmor Aviation – Training Room / Site-Walk

Attendees: See Sign-In Sheet

OWNER / SPONSOR:

- Schenectady County (Department of Aviation)
 - Joe Landry – Commissioner of Aviation
 - Peter Knutson – Senior Civil Engineer
 - Michael Schadewald – Airport Operations Manager

CONSULTING ENGINEER(S):

- CHA Consulting, Inc.
 - Andrew Pappalardo – Project Manager
 - Todd Ewell – Senior Project Engineer
 - Matthew Florell – Project Engineer
 - Kristin Dawe – Design Engineer

CONTRACT / BID DOCUMENTS:

- Obtaining Plans and Specifications:
 - BidNet Direct (www.bidnetdirect.com/new-york)
 - Formal Request to *Schenectady County Purchasing Department* (purchasing@schenectadycounty.com)
 - Printed Plans and Specifications requested through *Schenectady County Purchasing Department* (requires 24 hour advance notice)

- Bid Opening:
 - All Bids must be delivered to the *Director of Purchasing*, No Later than **July 22nd, 2021 at 12:00pm**
 - Bids delivered after 12:00pm will **NOT** be accepted
 - Bids will be opened on **July 22nd, 2021 at 12:00pm** at:
Schenectady County Purchasing Department
County Office Building
620 State Street
Schenectady, New York 12305

BIDDING REQUIREMENTS:

- Acknowledgement of Addendums
 - A minimum of (1) Addendum will be issued prior to Bid Opening
 - Addendums will be disseminated by *Schenectady County Purchasing Department* to all documented plan holders
 - All Bidders must acknowledge receipt of issued addendum on Page 2 of the Bid Form
- Bid Security Check
 - Certified Check, Payable to **County of Schenectady** for **5%** of total Bid amount
 - Security Check will be returned to unsuccessful Bidders once project is awarded
- Minority/Women Business Enterprises (M/WBE)) Goals and Commitment
 - NYS Funded projects require M/WBE percentages to be met.
 - 10.0% MBE Goal
 - 15% WBE Goal
- Workforce Utilization Goals and Commitment
 - NYS Funded projects require M/WBE Workforce participation percentages to be met
 - 3.2% Minority Workforce Utilization Goal
 - 6.9% Female Workforce Utilization Goal

CONTRACT AWARD:

- Construction Funding
 - NYSDOT Aviation Capital Grant Program
 - Grant Issued January 2019
- Award of Contract
 - Contract Awarded to Low Bidder meeting all requirements
 - Responsive and Responsible
 - Providing Performance Bond (100% of Bid Amount)
 - Providing Labor Bond (100% of Bid Amount)
 - Meets M/WBE Goals (or accepted Good Faith Effort; approved by County Purchasing Agent)
 - Apprenticeship Program Certification
 - Bidders are expected to fully review the *General Instructions to Bidders* and all other Bid Documents for full list of requirements.
- Notice to Proceed
 - NTP Issued to Low Bidder upon full execution of Contract with Schenectady County
 - NTP Expected for Late Summer 2021
 - Contractor shall start construction within **10 Days** of NTP

PROJECT DESCRIPTION:

- This project includes the construction of a new 4-Unit Flexpod Hangar, Asphalt Aircraft Apron, Tenant Parking, Drainage Improvements, and Stormwater Improvements. The proposed Flexpod Hangar will have (4) 2,987 SF Hangar Bays for a total of 11,948 SF of Hangar Space.
- The project includes two individual ADD Alternatives to the Base Bid:
 - ADD Alternative No. 1 includes the construction of the 4th FlexPod Hangar Unit and all associated foundation, structure, and electrical components.
 - ADD Alternative No. 2 includes the construction of a landside asphalt parking lot, which includes HMA paving and pavement markings.

DURATION AND PHASING:

- BASE BID
 - Includes a single Work Area
 - 120 Calendar Days
- ADD ALT No. 1
 - Included in the Base Bid Work Area
 - Runs concurrent to the Base Bid 120 Calendar Day duration
- ADD ALT No. 2
 - Included in the Base Bid Work Area
 - Runs concurrent to the Base Bid 120 Calendar Day duration

UNCLASSIFIED EXCAVATION:

- While not expected, Shale is prominent around the airport, and Contractor shall be aware that it may be encountered within excavation limits.
- Previously encountered Shale has always been removable with standard excavation equipment.
- Contractor is expected to review Soil Borings.

P-401 ASPHALT PAVEMENT:

- P-401 FAA Mix Asphalt
- Payment based on Percentage Within Specification Limits (PWL)
 - FAA General Provisions – Section 110
 - Contractor expected to review prior to construction
 - Engineers Testing Firm responsible for QA at Plant, will calculate PWL with Contractor tester
- Contractor responsible for QC Testing (At Plant and In-Field)

OPEN DISCUSSION:



PRE-BID MEETING SIGN-IN

July 8th, 2021

Schenectady County Airport – Richmor Aviation Training Room

2:00 pm

Schenectady County Airport
FLEXPOD HANGAR DEVELOPMENT
 County Contract No. RFB-2021-36
 NYSDOT PIN 1905.04

NAME	COMPANY	PHONE No.	EMAIL
Peter Knutson	Schenectady County	518-356-5340	peter.knutson@schenectadycounty.com
Matthew T. Florell	CHA Consulting, Inc.	518-453-4519	mflorell@chacompanies.com
Dick Schlansker	Plank, LLC	518-376-5903	dschlansker@plankllc.com
Paul Case	Iron Sword	518-932-6943	p.case@ironswordllc.com
Tom Lyga	Horizon Solutions	315-427-3385	tlyga@horizonsolutions.com
Nikita Hardy	Schenectady County	518-388-4233	nikita.hardy@schenectadycounty.com