

Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026

ADDENDUM #2

A – BID RFI RESPONSES

B – BID DOCUMENT UPDATES

C – ATTACHMENT A: INSURANCE REQUIREMENTS

A. BID RFI RESPONSES:

1. On page L-401, can you label grass areas and mulched areas for takeoff purposes?

Response:

The areas to be seeded as lawn are any disturbed areas not hatched on the plans as indicated in the notes. Any areas that are also disturbed, even those not included in the grading modifications, are to be seeded at the contractor's expense.

2. Can you provide the Prevailing Wage Scale Number for the project?

Response:

Please use the generic prevailing wage schedule for Erie County on the NYS Prevailing Wage website. The project number is PRC# 2026026542.

3. What is the bid bond amount required? Is there a form to use or is an AIA 310 form acceptable?

Response:

As noted in the project advertisement, "The prime Contractor shall obtain bid and performance bonds directly from a surety company or a domestic carrier licensed to do business in the State of New York in the amount of not less than five percent (5%) of the amount of the bid submitted."

4. What are the insurance requirements?

Response:

As noted in the project advertisement, "All respondents to this procurement will be required to comply with NYSOPRHP and Town of Evans form of agreement and insurance requirements." Refer to attached Town of Evans insurance requirements.

5. If we are the low bidder are we required to submit performance bonds?

Response:

Yes, the contractors will be required to provide performance bonds for the project.

6. What is the anticipated start date?

Response:

The project start date is Fall 2026 to be coordinated after bid with an expected substantial completion date of June 15th, 2027.

Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026

7. What is the retention?

Response:

The project retention amount shall be five percent (5%) of the amount of the bid submitted.

8. Will any information will be provided for the electrical controls for the splash pad currently in the existing pool house?

Response:

The electrical controls for the splash pad which are located in the existing pool house shall be relocated to the new utility room on the west side of the new pool house. Upon receiving award, the selected contractor will have access to the existing facility for coordination.

9. May we have the estimated cost for this single prime project for bonding purposes?

Response:

The estimated cost will not be provided. Refer to question & response #3 for bonding amounts.

10. RFI 001: There are no mechanical, electrical or plumbing drawings included in the bid documents. Can you provide MEP drawings for this work?

Response:

MEP work is to be designed and coordinated by the GC's respective licensed trade contractors, as applicable. Each trade is responsible for providing the required design, calculations, shop drawings, and permit documents necessary to obtain the applicable separate trade permits and complete the work in accordance with the project requirements and applicable codes.

The GC shall coordinate all MEP work with the architectural plans and include all associated design, permitting, coordination, and installation costs in their bid.

11. RFI 002 - ON A007 there is no door hardware schedule listed on the plans and no hardware schedule listed in the specifications. Please provide a hardware schedule for the doors.

Response:

The door hardware schedule shall be prepared and coordinated by the GC and/or their door hardware supplier, based on the door types, uses, applicable codes, and project requirements.

The GC shall submit the proposed hardware schedule and hardware sets to the Architect for review and approval prior to procurement and installation. All required hardware, accessories, coordination, and installation shall be included in the GC's bid.

Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026

12. RFI 003 - There is no finish schedule listed on the plans. Drawing A101 has either no manufacturer listed or has a manufacturer listed for items but no model number. The plans are ambiguous and will make it difficult to provide accurate comparable pricing in our bid. Can you provide manufacturer models for fixtures, equipment and finish materials for all listed items on the plans?

Response:

The plans establish the material/finish type and design intent, and the GC shall select manufacturers that provide comparable pricing and meet the specified requirements.

13. RFI 004 The plans call for painted concrete floors. Please confirm the painting material. Typically, outdoor restroom flooring uses epoxy paint system. Please confirm if an epoxy paint system will be used for the flooring.

Response:

The painted concrete floor finish indicated on the plans is to be provided as brushed, slip-resistant concrete. An epoxy paint/coating system is not required. The concrete floor shall receive a brushed/textured finish suitable for exterior conditions and restroom use, providing a slip-resistant walking surface.

The GC shall coordinate the concrete finish and installation to achieve the specified brushed, slip-resistant surface in accordance with the project requirements and applicable codes.

14. RFI 005 Counter Clarifications: Please clarify the counter dimensions, profile and materials for the bathroom counter and office counters.

Response:

Bathrooms Counter 6'x2'-0" C-1

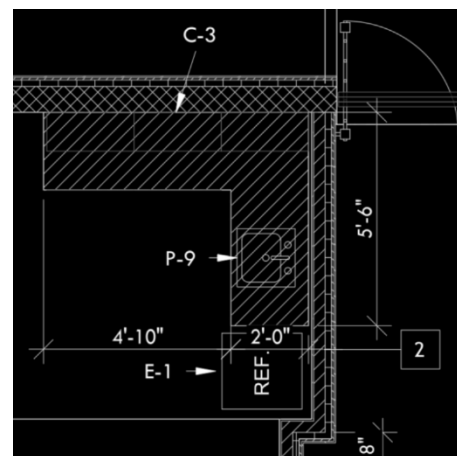
Office Counter C-4 7'-10" x 2'-0"

Office counter C-2 4'-8"X2'-0"

Office counter L-shape C-3 (see attached image)

Countertops material - solid surface

(All heights per ADA standards)



Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026

15. RFI 006 Electrical Clarifications: There are no electrical plans or specifications. A103 shows a lighting plan with recessed lights in the bathroom stalls of the Men's and Women's room and above counters in the office. No lights are shown in the common area, family room, and mechanical room. There is no data, power, or communication shown.

- Please provide electrical drawings showing all power, lighting and data for the building.
- Please provide an electrical panel plan and any information on existing panel and all electrical to be brought back to the panel in the new building.
- Will the power at the building be disconnected until the new building is constructed or will a temporary service be required to be brought to the site?
- Will there be electric heater units in any parts of the building including hot water and conditioned spaces?

Response:

The GC/electrical trade contractor shall verify existing electrical service and available capacity in the field prior to construction and identify any required upgrades or modifications. Regarding temporary electrical service, the GC shall coordinate with the Owner and utility provider to maintain required site/building operations during construction. Any temporary service required to support construction activities shall be included by the GC as part of the construction means and methods. Any electric heating equipment, including electric water heating or electric HVAC equipment, shall be provided by the applicable GC trade where required by the final equipment selections and building systems. The GC shall coordinate the associated electrical loads and connections with the electrical trade contractor. All electrical work shall comply with applicable codes, permitting requirements, and utility requirements.

16. RFI 007 Wicks Law: After reviewing the plans, the project will exceed the \$500,000.00 threshold for construction costs that triggers NY State Wicks Law. Will this project have multiple prime contracts, or will the project have a PLA agreement which will exempt the project from requiring multiple prime contracts?

Response:

The project will have a PLA agreement.

17. RFI 008 Fencing Clarifications: A201 shows fencing but has no details on the construction and no details on the materials to be used. Please provide specifications for fencing and details on any foundations/mounting for the fencing.

Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026

Response: Refer to detail B4/L502.

18. RFI 009 Roofing Clarifications: Please provide a manufacturer and roof construction for the metal roof.

Response:

The metal roof system is to be provided by the GC's roofing trade contractor. The metal roof system shall include all components necessary for a complete and watertight installation, including metal roof panels, underlayment, flashings, trim, closures, fasteners, sealants, edge conditions, penetrations, and associated accessories. The GC shall provide a complete metal roofing assembly meeting applicable code requirements, manufacturer requirements, and project performance criteria. Manufacturer and specific product/model selection shall be by the GC's roofing trade contractor, subject to Architect approval.

19. RFI 0010 Insulations Clarifications: A302 shows hatching in what is assumed to be insulation on the exterior of the building, however it is not called out.

- Please confirm if there will be insulation on the exterior of the building that extends to the foundation.
- Please confirm the insulation thickness and depth of the insulation below grade as well as if there will be a protection board required below grade.
- Will the foundation require waterproofing/damp proofing to be applied?
- A302 calls for under slab insulation. Will the insulation be required for the entire slab or only at the perimeter of the building?

Response:

The GC shall be responsible for selecting manufacturers and specific products that meet or exceed the insulation requirements shown on the plans, subject to Architect review and approval. (See below for detailed response)

Exterior wall: 2" rigid insulation, R-11.4ci, at the 6" and 8" CMU wall assemblies.

CMU foundation: insulation with an R-15 rating. Slab-on-grade: 1" rigid insulation, R-5, below the 6" concrete slab.

Roof/ceiling assembly: 12" insulation, R-38. The insulation shown on A-302 shall be provided by the applicable GC trade contractor. The GC shall coordinate the insulation installation with the wall, foundation, and slab construction and provide products compatible with the indicated assemblies and required R-values.

The 1" rigid insulation, R-5, indicated below the 6" slab-on-grade shall be provided beneath the slab as shown in the wall sections and is not limited to the building perimeter.

Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026

20. RFI 0011 Pergola Clarifications: L201 shows a new pergola to be installed but there are no details on the dimensions, materials and base connections of the pergola. Please provide.

Response:

The Pergola shall be a Trex Pergola 18x18 (or approved) equal and installed with the foundations specified per manufacturer's recommendations. Shop drawings shall be provided for approval. See Bid Document updates in Addendum #2 for product specifications.

21. RFI 0013 Signage Clarifications: Please provide details on the signage dimensions, lettering font and materials. Please confirm if these are raised dimensions lettering or flat signage.

Response:

The signage shall be fabricated aluminum lettering mounted to a framed signage panel as indicated on the building elevations. Font will be provided during construction. Contractor to provide shop drawings for approval.

Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026

B. DOCUMENT UPDATES:

1. Additional Notes for Renovation of Mechanical Building Exterior

ADD to A-004.2 – ARCHITECTURAL NOTES

- a. Additional Notes for Renovation of Mechanical Building Exterior
 - i. Hardieplank lap siding (or approved equal), smooth finish over house wrap on 7/16" OSB sheathing, paint color selection to match pool house.
 - ii. Remove existing exterior door, frame, hardware, and flashing. Inspect existing studs, sill, and header for rot, water damage, or structural defects. Report findings to architect prior to installation of new frame
 - iii. New exterior door assemblies must meet or exceed local energy code requirements (u-factor and solar heat gain coefficient [SHGC])
 - iv. Contractor to inspect the entire roof perimeter. Remove and dispose of all rotted, water-damaged, or structurally compromised fascia and rake boards. Retain intact fascia only where remediation is not required.

2. Addition notes for asphalt patch for parking lot

ADD to L201 – LAYOUT & MATERIALS PLAN NOTES

- a. Contractor to install asphalt patch for southeast corner of parking lot to complete full extents of new parking lot (approximately 2'x40').

3. Clarification for site furnishings notes

REVISE L601 SPECIFICATIONS

- a. Bike Racks
 - i. To be Dumor 83
 - ii. Surface Mounted
 - iii. Color: Blue
- b. Benches
 - i. To be Dumor 535
 - ii. Material – Recycled Slats
 - iii. (2) Arm rests
 - iv. Surface Mounted
 - v. Color: Blue
 - vi. 6' Length
- c. Tables
 - i. To be Dumor 537
 - ii. Material – Recycled Slats
 - iii. Surface Mounted

Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026

- iv. Color: Blue
- v. 6' Length

ADD to L601 SPECIFICATIONS

- d. Pergola
 - i. Trex Pergola or approved equal
 - ii. Size: 18'x18'
 - iii. Column Height: 10'
 - iv. Color: Classic White
 - v. End Detail: Coast
 - vi. Material: CPVC
 - vii. Hardware: Stainless Steel
 - viii. Location to be verified in the field by owner and landscape architect

**Town of Evans, Erie County, State of New York
SOUTH CREEK POOL HOUSE PROJECT
ADDENDUM 2 - 9.11.2026**

ATTACHMENT A

**TOWN OF EVANS
INSURANCE REQUIREMENTS**

Insurance Requirements

Instructions pertaining to the Town of Evans regarding:

CONTRACTORS' INSURANCE COVERAGE AND CERTIFICATES

1. GENERAL PROVISIONS

As to all required insurance:

- .1 The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the Town's approval prior to Town's signing of contract(s).
- .2 "Certificate Holder" shall be **Town of Evans** at the address of **8787 Erie Road, Angola, NY 14006**.
- .3 Coverage must comply with all specifications set forth herein.
- .4 All insurance documents must be executed with authorized signatures.
- .5 The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
- .6 Failure of the Town to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the Town a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- .7 The Contractor's liability and indemnification of the Town shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the Town's requirements. Any approval by the Town of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance coverage.
- .8 In addition to Certificates of Insurance and other documents, the Contractor shall provide to the Town and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
- .9 When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, the Town with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- .10 The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the Town in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the Town is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 2.1(b).
- .11 The Contractor shall disclose to the Town any deductible or self-insured retentions applicable to any of the coverages required herein of the Contractor.
- .12 The Contractor's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, third party over actions, or equivalent.

2. LIABILITY INSURANCE

The Contractor agrees to secure and maintain, at the Contractor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A- or better. The Contractor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

.1 COMMERCIAL GENERAL LIABILITY

- (a) Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for NY State Labor Law. There shall be no exclusions for explosion, collapse, and underground operations ("XCU"). The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Med. Expense (any one person)	\$ 5,000

- (b) **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis:**

"Town of Evans and its employees, authorized volunteers, committee members and board members"

This Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 2037 forms together if later revisions are used, or the equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that achieves this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- (b) **Products & Completed Operations** coverages must be maintained in force for a **minimum of three (3) years** following Final Completion of the Project.
- (c) **Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella/Excess Liability, and Workers Compensation policies in favor of the Town.

.2 AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the Contractor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Contractor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Contractor:

Combined Single Limit	\$1,000,000
-----------------------	-------------

Note: See Section 2.1(b) above for **additional insured** requirements applicable to Automobile Liability insurance.

.3 EXCESS LIABILITY AND/OR UMBRELLA LIABILITY applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

Note: See Section 2.1(b) above for **additional insured** requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

4. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE,

Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

- .1 Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.
- .2 Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:
 - (a) Either:** **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
 Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage
 (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)
 - OR**
 - (b) Either:** **C-105.2**, Certificate of Workers' Compensation
 Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage
 - OR**
 - (c) Either:** **SI-12** – Certificate of Workers' Compensation Self-Insurance,
 Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance

5. NEW YORK DISABILITY (NYDBL)

Coverage required by the laws of New York State as further described below.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

- .1 Requirements.** To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.
- .2 Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:
 - (a) Either:** **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
 - Or:** **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)
 - OR**
 - (b) Either:** **DB-120.1**, Certificate of Disability Benefits Insurance
 - Or:** **DB-820/829**, Certificate/Cancellation of Insurance
 - OR**
 - (c) DB-155**, Certificate of Disability Benefits Self-Insurance