

**BIDS FOR PROJECT**

The Board of Education of the Owner (hereafter called School District), will receive **SEALED PROPOSALS** for:

White Plains City School District  
WHITE PLAINS HIGH SCHOOL ADDITION  
White Plains

**SED: 66-22-00-01-0-016-030**

**CONTRACT G - GENERAL CONSTRUCTION WORK**  
**CONTRACT C - CIVIL AND SITE CONSTRUCTION WORK**  
**CONTRACT P - PLUMBING CONSTRUCTION WORK**  
**CONTRACT M - HVAC CONSTRUCTION WORK**  
**CONTRACT E - ELECTRICAL CONSTRUCTION WORK**

**TIME AND PLACE**

The sealed proposals are to be submitted at the:

White Plains City School District  
**ADMINISTRATION OFFICE**  
5 Homeside Lane  
White Plains, NY 10605

See notice to bidders for all dates and times.

**REQUIRED BID SUBMISSIONS**

Each bid submission shall consist of two (2) sealed envelopes containing the following items. The bidder shall carefully remove all forms from the project specification. The project manual should not be submitted or included in the bid package.

**Envelope No. 1 - BID PROPOSAL:**

This envelope shall be clearly marked with the name of the project, bidders name and marked "**BID PROPOSAL**" in large lettering on the envelope and shall contain the following items:

1. Certified check or Bid Bond in the amount totaling 5% of the base bid.
2. Certified letter from Bonding Company, indicating that they meet the criteria set forth in article 11 of the General Conditions.

3. Certified letter that the company bidding this project has been in business under the same name for a period of five years or longer, and is not currently disbarred from bidding or working on public works projects by the New York State Department of Labor.

4. One (1) fully executed original and one (1) copy (marked "copy") of the following:

- a. Proposal forms (P-sheets).
  - b. Non-collusive form.
  - c. Hold Harmless Agreement.
  - d. Certification of Compliance with the Iran Divestment Act or Declaration of Bidder's Inability to provide Certification of Compliance with the Iran Divestment Act.
  - e. Sexual Harassment Certification form.
  - f. Insurance Certification.
  - g. Contactor's Certification Form: Labor Law 220-i
  - h. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- Each bid must be accompanied by the Insurance Certification Form located in the specifications Failure to provide may result in the School District finding the bidder "non-responsive" to the bid documents.

**Envelope No. 2 - BID QUALIFICATIONS:**

This envelope shall be clearly marked with the name of the project, bidders name and marked "**BID QUALIFICATIONS**" in large lettering on the envelope and shall contain the following items:

1. A description of its experience with projects of comparative size, complexity and cost together with documentary evidence showing that said projects were completed to the School District's satisfaction and were completed in a timely fashion.

2. Documentation from five projects completed within the past five years:

- a. timeliness of performance of the work of the project.
- b. evidence that the project was completed to the School District's satisfaction.
- c. whether any extensions of time were requested and if such requests were granted.
- d. whether litigation and/or arbitration was commenced by either the School District or the bidder as a result of the work of the project completed by the bidder.
- e. whether any liens were filed on the project by subcontractors or material suppliers of the bidder.
- f. whether the bidder was defaulted on the project by the School District.

- g. whether the bidder made any claims for extra work on the project, including whether said claim resulted in a change order.
3. Documentation evidencing the bidder's financial responsibility, including a certified financial statement prepared by a Certified Public Accountant.
4. Fully completed statement of bidder's qualification.
5. Fully completed list of subcontractors.

### **DETERMINATION OF BIDDERS**

In the consideration and acceptance of any proposal, the School District shall be entitled to exercise every measure of lawful discretion in evaluating the financial history and ability of the Bidder and its past performance in ventures of this or similar nature. Such data will be considered either as a material or controlling factor in the acceptance of any bid submitted.

1. Bidders must prove to the satisfaction of the School District that they are reputable, reliable and responsible.
2. The School District may make any investigation it deems necessary to assure itself of the ability of the Bidder to perform the work.
3. The School District reserves the right to reject any or all proposals and to accept the proposal it deems in the best interest of the School District.
4. A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low responsive Bidders, and their offers are identical. It is the policy of the District to settle the outcome of tie-bids by either drawing a name from a hat or flipping a coin within 24 hours of the bid opening. All affected firms will be notified of the tie, the time and place of the resolution of the tie and shall be invited to witness the outcome. Attendance is not mandatory. The drawing/flip will be held at the District Administration Office. Two impartial witnesses will be provided and shall be present. All attendees will acknowledge the results of the tie-breaker on the bid tabulation sheet. All firms affected by the bids will be notified of the results. The results pursuant to this provision shall be considered final.

### **DEPOSITS**

Bidders deposit will be refunded if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications. Non-bidders shall receive partial reimbursement, in an amount equal to the amount of the deposit, less the actual cost of reproduction of the documents if the set is returned in good condition within thirty (30) days following the award of the contract or the rejection of the bids covered by such plans and specifications.

### **VERBAL ANSWERS**

The School District, its agents, servants, employees and the Architect/Engineer shall not be responsible in any manner for **verbal** answers to inquiries made regarding the meaning of the contract documents, drawings or the specifications prior to the awarding of the contract.

For information with reference to the work and its location during bid phase by prospective bidders' questions shall be submitted in writing to:

Joseph C. Ciserano, AIA  
Senior Associate | Assistant Studio Director

**H2M Architects + Engineers**

1133 Westchester Avenue, Suite N210

White Plains, NY 10605

**Phone:** (914) 358-5623 ext. 1337

**E-mail:** jciserano@h2m.com

To be given consideration, questions must be received in writing at least ten (10) days prior to the date fixed for the opening of bids.

**ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation shall be made in writing, addressed to:

Joseph C. Ciserano, AIA  
Senior Associate | Assistant Studio Director

**H2M Architects + Engineers**

538 Broad Hollow Road, Suite 4E

Melville, New York 11747

**Phone:** (914) 358-5623 ext. 1337

**E-mail:** jciserano@h2m.com

To be given consideration, questions must be received in writing at least ten (10) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplement instructions will be in the form of written addenda to the specifications, and will be sent by mail or faxed to each of the Contractors who has taken out the Drawings and Contract Documents.

All addenda so issued shall become part of the Contract Documents. If any addenda may materially affect the bid, as solely determined by the School District, the School District may extend the bid date.

**PRE-BID INSPECTION OF SITE**

Each bidder shall conduct on-site inspections of the referenced project site during the pre-bid walkthrough prior to submission of a bid proposal. The bidder shall acquaint himself/herself with all apparent conditions and characteristics of the facility with regard to assessment of required materials quantities, evaluation of quality of existing materials, access to the site and equipment, location of underground utilities, clearances and all related information necessary to develop an understanding of the required scope of the work and all field conditions. Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of the Proposal, dispute or complain of such estimate or assert there was any misunderstanding in regard to the depth or character or the nature of the work to be done. No consideration will be given for subsequent additional claims by the successful bidder after bidding with regard to apparent field conditions.

**PRE-BID CONFERENCE**

See Section "Notice to Bidders"

**BIDDER TO BE FAMILIAR WITH PLANS AND REQUIREMENTS**

It is the bidder's responsibility to examine carefully the plans and specifications, proposal and the site upon which the work is to be performed. A proposal submitted shall be prima facie evidence that the bidder has made such examination and that he/she is familiar with all of the conditions and requirements.

**PREPARATION OF PROPOSAL**

The Proposal forms for project contained herein must be used in preparing bids. Failure to use said Proposal forms or the inclusion of bids not requested shall result in rejection of the bid.

No proposal shall be considered by the School District unless the bidder tendering same demonstrates that it is skilled in work of a similar nature to that envisaged in the Contract/Bidding Documents.

Each bidder shall fill out in ink (in both words and figures) and signed by an officer of the corporation in the spaces provided, its unit or lump sum bid, as the case may be, for each item in the Proposal. If there is a discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices.

**No bid will be considered which does not include bids for all items listed in the proposal sheets.**

**NAME OF BIDDER**

Each bidder must state in the Proposal its full name and business address, and the full name of every person, firm or corporation interested therein and the address of every person or firm, or president and secretary of every corporation interested with it; if no other person, firm or corporation be so interested, it must affirmatively state such fact. The Bidder must also state that the Proposal is made without any connection (directly or indirectly) with any other bidder for the work mentioned in its proposal and is (in all respects) without fraud or collusion; it has inspected the site of the work, has examined the Contract, General Conditions, Specifications, Plans, all addenda, and Information for Bidders; no person acting for or employed by the school district is directly or indirectly interested therein, or in the supplies or work to which it relates or in any portion of the prospective profits thereof; it proposes and agrees if its proposal or bid is accepted, to execute a contract with the school district to perform the work mentioned in the contract, plans and specifications attached; for the amount stated in the bid proposal.

**CERTIFIED CHECK OR BID BOND/BONDING CERTIFICATION**

Each bid must be accompanied by either a certified check drawn on a solvent bank with an office in the State of New York, or a bid bond equal to five percent (5 %) of the total amount of the project bid, and payable to the "White Plains City School District". This amount shall be the measure of liquidated damages sustained by the School District as a result of the failure, negligence or refusal of the Bidder to whom the contract is awarded to execute and deliver the contract. Provide a certified statement that the bonding company meets or exceeds the requirements set forth in Article 11 of the General Conditions.

A Performance and Payment bond will be required for the work. Each shall be in the amount of 100% of the contract sum. Refer to Article 11 of the General Conditions for requirements associated with such bonds.

### **PERMITS AND REGULATIONS**

Each Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. Each Contractor is required to observe all laws and ordinances including, but not limited to, relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him, his employees, or his work hereunder in his relations to the School District or any person. Each contractor shall also obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under this Contract.

If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he/she shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it be contrary to such laws, ordinances, rules, regulations, or specifications, or local, state or federal authorities without such notice to the Architect, he/she bear all costs arising therefrom.

### **CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the bidder has, by careful examination, satisfied himself/herself as to the nature and location of the Work, and confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the contract intended to be awarded.

No official, officer or agent of the School District is authorized to make any representations as to the materials or workmanship involved or the conditions to be encountered and the bidder agrees that no such statement or the evidence of any documents or plans, not a part of the contract to be awarded, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the School District either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

It is understood and agreed that the bidder has informed himself fully as to the conditions relating to construction and labor under which the work will be performed and agrees as far as possible to employ such methods and means in the performance of his work so as not to cause interruption or interference with the School District's operations or any other contractor performing work at the project site.

### **EQUIVALENTS**

A. In the Specifications, one or more kinds, types, brands, or manufacturers or materials listed are regarded as the required standard of quality and are presumed to be equal. The bidder may select one of these items or, if the bidder desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing when requested, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item.

B. Submission for equivalents shall be submitted to the Architect prior to the award of the contract.

C. Refer to Article 6(W) of the General Conditions for submission requirements. Bidder shall provide the Architect with the same documentation as required for substituted materials as set forth in Article 6(X) of the General Conditions.

### **BID EVALUATION**

The School District and the Architect may make such investigation as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the School District with all such additional information and data for this purpose as may be requested. The School District reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the School District that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

### **BID WITHDRAWAL**

No bids may be withdrawn for a period of 45 days after opening of bids. The School District may request an extension in writing, if necessary, for bidders to hold their bid for an additional 45 days.

### **SCHOOL DISTRICT RESERVATION OF RIGHTS**

The School District reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to reject any or all bids, to request additional information from any bidder or to re-advertise and invite new bids.

### **CONTRACTOR'S QUALIFICATION STATEMENT (POST BID)**

The apparent low bidder must submit the required pre-award submittal package described below to the School District's Construction Representative within 48 hours after the bids are opened.

**Triton Construction Co., Inc.**

**Attn: Robert Firneis**

**550 7th Ave - 14th Floor**

**New York, NY 10018**

**Phone: (212) 388-5700**

**Email: [rfirneis@tritonconstruction.net](mailto:rfirneis@tritonconstruction.net)**

Submissions must be emailed and must include the Project Name of this contract in the Subject Line of the Pre-Award submission email.

**1. Pre-award Submittal Package**

- a. Fully execute AIA-A305 Contractors Qualification Statement.
- b. Most recent financial statement by CPA.
- c. References and experience:
  - (1) List of all past contracts with K-12 Public School Districts.
  - (2) Provide three (3) references (Name, Title, Phone Number and email) of persons associated with three (3) different projects (public or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two major suppliers used for each of these three (3) projects.

**2. Workforce and Work Plan - Provide a detailed written Work Plan which shall / demonstrate the contractor's understanding of overall project scope and shall include, but not be limited, to the following:**

- a. Sequential listing of specific project activities required to successfully complete the Work of the Contract.
    - (1) Include Schedule and list Critical Milestones.
    - (2) Include Phasing of the work, if required.
    - (3) Include listing of long lead-time items.
    - (4) Impact of weather and restricted work periods.
    - (5) Signed statement from a company officer that the Project can be completed in the established construction duration listed in the contract documents.
  - b. Resumes for the contractor's proposed project site supervisor and staff including qualifications for specialized expertise or any certifications required to perform the Work.
  - c. Names of proposed major sub-contractors (more than 15% of the bid amount) and a listing of the related trade work and value.
  - d. Any special coordination requirements with other trades or ongoing contracts under separate contract(s).
  - e. Any special storage and/ or staging requirements for construction materials required for the work.
  - f. Any other special requirements including those noted in the contract documents or known to the contractor / subcontractor(s).
3. Detailed Cost Estimate:
- a. A copy of Detailed Cost Estimate outlined in CSI format for the contract work.

### **NOTICE OF ACCEPTANCE**

The School District shall give notice of acceptance of a bid by either registered or certified mail, sent within forty five (45) days after the bids have been opened unless the time to award has been extended.

### **SIGNING OF CONTRACT**

Each Bidder to whom a contract is awarded, shall, at the office of the School District within ten (10) business days after the date of notification by either registered or certified mail of acceptance of its proposal furnish the required payment and performance bonds in an amount of 100% of the contract, and the required insurance as set forth in Article 10 of the General Conditions, and sign the contract for the work for its performance and maintenance.

### **INSURANCE**

The amounts, types and clauses to be included in the insurance is required to be carried by the successful bidder and its contractors, are listed as set forth in Article 10 of the General Conditions.

### **WAIVER OF IMMUNITY**

Attention is directed to the statement of non-collusion required by Article 5A of the "General Municipal Law of the State of New York" concerning Waiver of Immunity and included in the attached Agreement.

### **RESPONSIBILITY OF BIDDER**



The attention of Bidders is directed particularly to the contract provisions whereby the

Contractor will be responsible for any loss or damage that may occur to the work or any part thereof during its progress and whereby the Contractor must make good any defects or faults in the work that may occur during the progress or within two (2) years after its acceptance.

**Each Contractor shall provide for the continuation of the Performance Bond as a Maintenance Bond for two (2) full years after date of final payment request at the full contract price.**

The work is to be performed and completed to the satisfaction of the School District & Architect/Engineer and in accordance with the specifications annexed hereto and the plans referred to therein.

### **LABOR RATES**

Each Bidder awarded a contract shall pay not less than the minimum hourly wage rates on those contracts as established in accordance with Section 220 of the Labor Law as shown in the schedule.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides (among other things) that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workers and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance, or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employee.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workers and mechanics upon public work, "...shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The original payrolls or transcripts shall be preserved for three (3) years from the completion of the work on the awarded project by the Bidders awarded a contract. The School District shall receive such payroll record upon completion of project.

White Plains City School District  
**Board of Education**  
5 Homeside Lane  
White Plains, NY 10605

