

**assumes the risk of any delay in the mail, or in the handling of the mail by employees of the Hastings-On-Hudson Union Free School District, as well as of improper hand delivery.**

Each proposal submitted must be accompanied by a certified check or bid bond, made payable to the "Hastings-On-Hudson Union Free School District", in an amount equal to ten percent (10%) of the total amount of the bid, as a commitment by the bidder that, if its bid is accepted, it will enter into a contract to perform the work and will execute such further security as may be required for the faithful performance of the contract. **Certification of bonding company is required for this bid, see Instructions for Bidders.**

Each bidder shall agree to hold his/her bid price for ninety (45) days after the formal bid opening.

**A pre-bid meeting and walk thru is scheduled for 11:30 AM on Wednesday, August 18th at the Farragut Middle School and High School, 27 Farragut Avenue, Hastings-onHudson, NY 10706.** Potential bidders are asked to gather at the main entrance to the building. Although the pre-bid meeting and walk-thru are **not** mandatory, it is highly recommended that all potential bidders attend. . **Bidders are asked to wear face masks during the pre-bid walk thru as they are required by the District for entry asked to wear face masks during the pre-bid walk thru as they are required by the District for entry regardless of vaccination status.**

It is the Board's intention to award the contract to the lowest qualified bidder in compliance with the specifications providing the required security who can meet the experience, technical and budget requirements. The Board reserves the right to reject any or all bids, waive any informality and to accept such bid which, in the opinion of the Board, is in the best interests of the School District.

**By Order of the Board of Education**

**Hastings-On-Hudson Union Free School District**

**27 Farragut Ave**

**Hastings-on-Hudson, NY 10706**

**BIDS FOR PROJECT**

The Board of Education of the Hastings-On-Hudson Union Free School District (hereafter called School District), will receive **SEALED PROPOSALS** for:

**Hastings-On-Hudson Union Free School District  
Auditorium Renovations to Farragut Middle School  
SED: 66-04-04-03-0-001-036**

**CONTRACT G - GENERAL CONSTRUCTION, ABATEMENT WORK, AND PLUMBING WORK  
CONTRACT M - HEATING, VENTILATION, AIR CONDITIONING WORK  
CONTRACT E - ELECTRICAL WORK**

**TIME AND PLACE**

The sealed proposals are to be submitted at the:

**Hastings-On-Hudson Union Free School District  
Board of Education  
27 Farragut Ave  
Hastings-on-Hudson, NY 10706**

See notice to bidders for all dates and times.

**REQUIRED BID SUBMISSIONS**

**Each bid submission shall consist of three (3) 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 10% 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. Insurance Certification
  - f. 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 Owner 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 Owner'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 Owner'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 Owner 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 owner.
  - 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.
4. Fully completed statement of bidder's qualification.

5. Fully completed list of subcontractors.

### **Envelope No. 3 SUB-CONTRACTOR BID QUALIFICATIONS:**

CONTRACTORS G shall submit with it's bid, a third and separate sealed envelope containing the list of names of the subcontractors that the bidder will use to perform work and the agreed upon amounts to be paid for each of the following as applicable to the project:

After the low bid is announced, the sealed list of subcontractors submitted by the apparent low bidder shall be opened and the names of the subcontractors announced.

### **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 Ciserano, AIA**  
**Project Architect**  
**H2M Architects + Engineers**  
**2700 Westchester Ave, Suite 415**  
**Purchase, NY 10577**  
**Phone: 631.756.8000 ext. 1337**  
**Fax: 631.694.4122**  
**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 Ciserano, AIA**  
**Project Architect**  
**H2M Architects + Engineers**  
**2700 Westchester Ave, Suite 415**  
**Purchase, NY 10577**  
**Phone: 631.756.8000 ext. 1337**  
**Fax: 631.694.4122**  
**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 District, the 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's, 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 contractor of award 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 received by the School District unless the bidder tendering same is known to be skilled in work of a similar nature to that envisaged in the Proposal.

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; and the amount it will accept in full payment.

### **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 ten percent (10 %) of the total amount of the project bid, and payable to the "Hastings-On-Hudson Union Free 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 Owner 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 there-from.

### **CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor 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 this contract.

No official, officer or agent of the Owner is authorized to make any representations as to the materials or workmanship involved or the conditions to be encountered and the Contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the Owner 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 Contractor 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 any other Contractor.