

SECTION 002100 - INVITATION AND INSTRUCTIONS TO BIDDERS

1.1 OWNER, PROJECT, ARCHITECT, BID PROCEDURE

- A. The Owner, Town/Village of Harrison; invites sealed bids for the Harrison Recreation & Community Center Phase 2 and related work all as described in the accompanying contract documents as prepared by KG+D Architects, P.C. 285 Main Street, Mt. Kisco, NY 10549
- B. Bids shall be received in accordance with the New York State Public Bidding Laws, this project will be executed under SINGLE CONTRACT as enumerated in the Notice to Bidders and as identified noted below:

Contract #1	General Construction – Phase 2
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- C. As a condition of being awarded a contract or subcontract for work covered by the Contract Documents, the successful Bidder, and any subcontractor of any tier on the Harrison Recreation & Community Center Phase 2 Project agrees to become signatory to, and to abide by, the provisions of the project labor agreement with the Building and Construction Trades Council of Westchester and Putnam Counties, New York, AFL-CIO and the signatory local unions. An unsigned copy of this project labor agreement (“PLA”) is included in Section 006104.
- D. **NOTE THIS PROJECT IS NOT SUBJECT TO THE REQUIREMENTS OF THE “WICKS LAW”.** Pursuant to Section 222 of the New York Labor Law, this bid is exempt from the requirement for separate specifications (known as the Wicks Law).
- E. **Each bidder shall submit with its bid a separate sealed list that names each subcontractor** that the Bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures.
- F. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the Owner, upon a showing presented to the Owner of legitimate construction need for such change, which shall be open to public inspection.
 - 1. Legitimate construction need shall include, but not be limited to, a change in Project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to Section 222(2)(e) of the New York Labor Law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.
 - 2. The sealed lists of subcontractors submitted by all other Bidders shall be returned to them unopened after the contract award.
- G. As required by Section 222 of the New York Labor Law, the Owner will require each contractor and subcontractor performing work on the Project to participate in apprentice training programs in the trades of work it employs, which programs must have been approved by the New York State Department of Labor for not less than three (3) years and must have at least one apprentice currently enrolled in the training program.
- H. As required by Section 222 of the New York Labor Law, the design of the Project shall be subject to the review and approval of the Owner and the design and

construction standards of the Project shall be subject to the review and approval of the Owner.

- I. The attention of all Bidders is directed to the fact that a single set of documents exist for the construction of the Project as a whole and the delineation of the responsibilities serves as outlines only and all such work necessary and/or required to complete the individual trade obligations will be deemed to be included within said trade scope of work. Work on each sheet, or within any technical section may or may not have an effect on the work of any single trade. Failure on the part of any Contractor or subcontractor to examine all documents will not be cause for additional cost to the Owner.

1.2 DISCREPANCY

- A. Should any bidder find any discrepancies in, or omission from, the Contract Documents, or should the bidder be in doubt as to the meaning of any portion of said documents, they shall at once notify the Architect and obtain an interpretation or clarification prior to submission of their bid.
- B. Any request for interpretation or clarification given in accordance with this provision shall be in writing.
- C. The bidder may, during the bidding period, be advised by addendum of additions, deletions, or alterations in any of the documents forming a part of this Contract. All such additions, deletions or alterations shall be included in the work covered by the bid and shall become a part of this Contract. Upon such mailing or delivery and making available for inspection, such addendum shall become a part of the Contract Documents and shall be binding on all Bidders whether or not the Bidder receives or acknowledges the actual notice of such addendum. The requirements contained in all Contract Documents shall apply to all addenda.

**CUTOFF DATE FOR RECEIPT OF REQUESTS FOR INFORMATION (RFI'S)
SHALL BE 5 WORKING DAYS PRIOR TO THE DESIGNATED DATE FOR
RECEIPT OF BIDS.**

- D. Only interpretations, corrections or additional Contract provisions made in writing by the Architect as addenda shall be binding. No officer, agent or employee of the Owner or the Architect is authorized to explain or to interpret the Contract Documents by any other method and any such explanation or interpretation, if given, shall not be relied upon by the Bidder.

1.3 REPRESENTATION - Each bidder, by making their bid, represents that -

- A. They have read and understand the Bidding Documents (consisting of the Project Manual, Drawings and Addenda (if any)) and their Bid is made in accordance therewith.
- B. They have visited the site and have familiarized themselves with the conditions under which the work is to be performed.
- C. All materials to be incorporated in the work shall be "asbestos free" in their manufacture.
- D. To protect the interest of the Town of Harrison and Village of Harrison, New York, bidders must guarantee that the material offered is standard new material, latest model, regular stock products.

1.4 DOCUMENTS

Bidders may obtain Bid Documents starting at **3:00pm on June 5, 2024**, from **BidNet Direct** or **REVplans**. REVplans is located at 28 Church Street, Unit 7, Warwick, NY, 10990, 845-651-3845. Complete digital set of Bidding Documents may be obtained online as a download at the following website:

www.revplans.biddyhq.com. Follow instructions to create an account or login if already registered. Select the "Projects" tab at the top of the screen and use the search function if needed to view this project. All bidders are urged to register to ensure receipt of all necessary information, including Bid Addenda.

1.05 INFORMATIONAL MEETING - All bidders are advised to attend a **MANDATORY PRE-BID MEETING** which will be held as follows:

- A. Date – **June 13, 2024**
- B. Local Prevailing Time – **3:00PM**
- C. Location: **Corner of Calvert & Harrison Avenue, Harrison, New York**
- D. All questions that may arise as a result of this meeting will be recorded and answered by the Addendum process.

NOTE: ALL BIDDERS WILL BE PRESUMED TO HAVE FULL KNOWLEDGE OF THE SITE, AND ALL THE INFORMATION AVAILABLE AT THE PRE-BID WALK THROUGH. NO EXTRA COST OR TIME EXTENSIONS WILL BE GRANTED BECAUSE OF A LACK OF KNOWLEDGE OF ON-SITE CONDITIONS, APPARENT, OR DATA AVAILABLE DURING THE WALK THROUGH.

1.06 BIDDING

- A. Sealed bids will be received by the Purchasing Department of the **Town of Harrison and Village of Harrison, New York, until 3:00PM**, local Prevailing Time, on **July 1, 2024**, located on the second floor of the Alfred F. Sulla, Jr. Municipal Building, 1 Heineman Place, Harrison, New York at which time all bids will be opened publicly and read aloud.
- B. The Bidder must submit bid prices on the enclosed Bid Form (Section 004100)
- C. The signed Bid Form and Certified Check must be returned in a sealed envelope clearly marked: **"HARRISON RECREATION & COMMUNITY PHASE 2"**
- D. All spaces on Proposal Form must be completed. All signatures shall be in ink and in longhand.
- E. No oral or telephonic proposals or modifications of proposals will be considered.
- F. Any proposals containing exceptions or modifications may, at the Owner's option, be disqualified.
- G. The Contractors Qualifications, Certification of Compliance with the Iran Divestment Act, and Non-Collusive Bidding Certification must be signed, notarized, and attached to your bid. No bid will be accepted without these Certifications.
- H. Every bid must be accompanied by a Certified Check or Bid Bond in the amount of five (5%) percent of the Contract Sum drawn by a recognized surety authorized to conduct business in the State of New York and made payable to the Town of Harrison and Village of Harrison.
- I. Bidders must carefully examine the specifications and accompanying drawings, if any, and examine the site of work and employ such means as they deem

necessary to completely satisfy themselves as to the actual condition, quantities of materials, and the requirements of the work.

1.07 QUALIFICATIONS OF BIDDER

- A. The Owner may make such investigation as the Owner deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work.
- B. Bidders shall furnish to the Owner all information and data required by the Owner, including complete financial data, within the time and in the form and manner required by the Owner.
- C. The Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Owner that the Bidder is responsible or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.

1.08 POST BID PROCEDURES

- A. The responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Owner through the Architect may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work.
- B. When requested by the Architect, bidders shall furnish all information and data required by the Owner, including financial data, within the time and in the form and manner required by the Owner. Upon notification from the Architect, the three apparent low bidders shall furnish within three (3) working days after the bid opening four (4) copies of the following information in writing:
 - 1. a signed and notarized bidder qualification statement (see Section 004513);
 - 2. the names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project;
 - 3. the bidder's proposed site safety plan;
 - 4. a bar chart (see paragraph 1.03, Section 013200 of the General Requirements) showing the bidders' proposed plan and schedule to complete the bidder's work in accordance with the phasing milestones outlined in Section 011000;
 - 5. the insurance certificates required by the Bid Documents;
 - 6. a proposed schedule of values for the bidder's work;
 - 7. a proposed list of submittals and a proposed schedule for making them, all keyed to the bar chart.
- C. After receipt of the above information, the Architect will designate a time and place for a meeting between the Owner, the Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility, and qualifications.
- D. The Owner reserves the right to disapprove the use of any proposed Subcontractor and in such event the bidder shall submit the name of another Subcontractor in like manner within the time specified by the Architect.
- E. To the fullest extent allowed by law, the Town and Village Board of Harrison reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and

qualified to carry out the obligations of the Contract or to complete the Work as contemplated. The Owner will consider the information received under paragraphs A through D above in determining whether or not to accept a proposal.

- F. The Town and Village Board of Harrison reserves the right to accept or reject any and all bids; to re-advertise for new bids, to waive any informalities and to accept any bid which is in the best interest of the Town of Harrison and Village of Harrison, New York.
- G. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
- H. Any bidder whose proposal is accepted will be required to sign the Trade Contract within ten (10) days after receiving notice of acceptance.
- I. In the event that the Owner should reject the proposal of a bidder as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the next lowest bidder and to consider the information as provided in paragraphs A through D above. In the event that the proposal of the next lowest bidder is rejected as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

1.09 APPROVAL OF SUBCONTRACTORS

- A. When requested by the Owner, Bidders shall, within the time specified by the Owner, submit to the Owner the names of the Subcontractors which the Bidder proposes to use on the project.
- B. The Owner reserves the right to disapprove the use of any proposed Subcontractor and in such event the Bidder shall submit the name of another Subcontractor in like manner within the time specified by the Owner.
- C. The Owner reserves the right to reject any bid if the names of proposed Subcontractors are not submitted as required.

1.10 SECURITY AND BONDS (Coordinate with Section 006100)

- A. Every bid must be accompanied by a Certified Check or Bid Bond in the amount of five (5%) percent of the Contract Sum drawn by a recognized surety authorized to conduct business in the State of New York and made payable to the Town of Harrison and Village of Harrison.
 - 1. Bid Security shall be submitted in a separate sealed envelope clearly identifying the company and project as well as the name and address of the Surety Company.
 - 2. Each Bond must be accompanied by a Power of Attorney, giving names of Attorneys-in-fact, and the extent of their bonding authority. All bonds shall be countersigned by a resident Agent and with a Surety Company or Corporation meeting the following qualifications:
 - a. Surety must be licensed to do business in the State of New York.
 - b. Surety shall be listed on the current U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority" from the Secretary of the Treasury under the Act of Congress approved July, 30, 1974 (6 U.S.C., Sec. 6-13), as Acceptable Sureties on Federal Bonds.
 - c. Surety must meet minimum rating requirements as published in current "Best's Key Rating Guide" as listed below:

1. For contracts not exceeding \$250,000, the following shall apply for all bonding companies holding a certified guarantee agreement form, the Small Business Administration (a copy of said agreement must accompany the bond.)

Contract Amount	Financial Size Category	Policy Holder Rating
\$0- (But not including) \$100,000	Class VI	B
\$100,000-(But not including) \$250,000	Class X	A-

2. On all bonds, the Surety shall be rated as equal to "A-" or better as to "Policy Holder Ratings" and "X" or better as to "Financial Size Category" by "Best's Key Rating Guide."
 3. Limitations:
 - a. Bonding limits or bonding capacity refers to the limit or amount of bond acceptable on any one project.
 - b. The bonding limit for each contractor shall not exceed the amount listed on the above referenced U.S. Treasury Department List for the Surety issuing the bond.
 4. All Surety companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
 5. Compliance: In the event any of the requirements outlined herein are not complied with, the Owner shall have the right to reject the bid or annul the Award of the Contract.
- B. Bid security will be returned within five (5) days to all except the three lowest bidders, after formal analysis and evaluation of bids. All bids shall remain firm for a period of ninety (90) days from the date of opening. All checks, except those of the three (3) bidders, will be returned within five (5) days after opening of bid.
 - C. Remaining bid security will be returned to bidders after Owner and successful bidder have executed the Agreement and the Owner has received and approved performance and payment bonds.
 - D. If the required agreement has not been executed within the specified period of time after the bid opening, bid security of any bidder will be returned upon his request, provided he has not been notified of acceptance of his bid prior to the date of his request.
 - E. Separate Performance and Payment Bonds will be required for the work. Each shall be in the amount of 100% of the Contract price.
 - F. The Contractors shall include in their proposal amounts the total premiums for the performance and labor and material payment bonds as set forth in Section 0061 00.
- 1.11 TAX STATUS (Coordinate with Article 3.6 of Section 007000)
- A. The Owner, Town of Harrison and Village of Harrison, is a NYS municipality and is therefore "tax-exempt" in accordance with the applicable laws of the State of New York and with Chapter 32 of the Internal Revenue Code, as most recently

- amended, for collection of all sales and excise taxes.
- B. Exemption Certificates will be furnished to the Respective Prime Contractor.

1.12 INSURANCE

- A. Insurance as required by Article 11 of the General Conditions and as set forth in the Insurance Rider (Section 007002) shall be required of each Respective Prime Contractor and shall be of forms and limits required therein.

1.13 EQUIVALENCY CLAUSE (Coordinate with Section 012500)

- A. When in the project manual/specifications, two or more kinds, types, brands, or manufacturers of materials are named they are regarded as establishing the required standard of quality and not for the purpose of limiting competition.
- B. The contractor may select one of these items or, if the contractor desires to use any kind, type, brand, manufacturer or material other than those named in the specification, he shall, in accordance with the instructions set forth in "Post-Bid Requirements" herein, identify within three (3) days after bid submission, but in any event prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item following procedures set forth in Section 012500.
- C. Failure to so identify the perceived "equivalencies" will not relieve contractor from providing the specified items.

1.14 AWARD OF CONTRACT

- A. This notice is an offer to receive proposals for a contract and not an offer of a contract.
- B. The award of the Contract shall be made to the Bidder submitting the lowest bid if, in the opinion of the Owner, such Bidder is qualified to perform the Work involved, is responsible and reliable.
- C. Alternates, if stated in the Proposal Form, shall be chosen at the discretion of the Owner when awarding the Contract. The lowest bid will then be determined by adding to, or subtracting from, to the bidder's total base bid, all Alternates chosen by the Owner.
- D. The Bidder agrees to commence work within ten (10) days of receipt of a Notice to Proceed, Letter of Intent, and/or Execution of Contract whichever is earlier.
- E. The Owner reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received or to afford any Bidder an opportunity to remedy any informality or irregularity if it is in the Owner's interest to do so.
- F. The award of the Contract shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of operations of a Bidder is either adequate or suitable for the satisfactory performance of the Work or that other data supplied by a Bidder is accurate.
- G. Award, if made, will take into consideration the responsibility of the bidder and the materials, supplies or equipment deemed to be best adapted to the use of the Town of Harrison and Village of Harrison, New York. Proper consideration will be given to modern accepted practice, engineering design, efficiency and workmanship, serviceability and other pertinent data. No award will be made on equipment, which does not adequately meet the requirements of the Town of Harrison and Village of Harrison, New York.
- H. Acceptance of materials provided shall be visual and, if required, testing will be

done in accordance with New York State Department of Transportation Standard Specifications.

- I. Prior to the expiration date of this contract and upon the mutual, written consent of both parties, this contract may be extended for a period of one (1) year from the date of award, using the quoted prices, subject to the required approvals.

1.15 LAWS AND REGULATIONS

- A. All applicable Federal, State, County, Municipal or other laws, orders, ordinances, rules and regulations of all Authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract and shall be deemed to be included in the Contract as if fully set forth therein at length.
- B. This project is subject to wage determination as issued by the Department of Labor. Reference Section 004643.
- C. In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, (2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act".

1.16 ARREARS

- A. No bids will be accepted from, or contracts awarded to, any person, persons, firms or vendors who are in arrears to the Municipality upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Municipality.

1.17 NONDISCRIMINATION

- A. Notwithstanding implementation of the Owner's Affirmative Action Plan, if any, all Contractors and Subcontractors of all tiers and vendors will be required to comply with all provisions of the Civil Rights Act of 1964, Executive Order 11246 of 24 September 1965 and the relevant "Laws", "Acts" rules, regulations and orders of the Labor Department of the State of New York as amended.
- B. Contractors and Subcontractors of all tiers and vendors will be required to comply with all provisions of the New York State Human Rights Law and shall not discriminate because of creed, race, color, sex, sexual orientation, national origin, religion, age, marital status, military status, familial status, domestic violence victim status, predisposing genetic characteristics, gender, gender identity or expression or disability in all employment practices including recruitment, solicitation for employment, hiring, firing, training, job assignments, promotion, compensation and other terms, conditions and privileges of employment.
- C. New York State strives to promote equality of economic opportunities for minority and women-owned business enterprises. New York State encourages including minority and women-owned business enterprises ("MWBEs") as bidders, subcontractors and suppliers on public procurement contracts. By submitting a bid, the Bidder(s) certifies that if it is awarded a Contract, (a) it will make commercially reasonable good faith efforts to utilize suppliers that are certified MWBEs, (b) to the extent subcontracting is needed and permitted by the Owner, Bidder will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs and (c) Bidder will retain documentation of these efforts to be provided upon request to the Owner and/or New York State. Evidence of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) explanation of the

specific reasons each MWBE that responded to such solicitations was not selected; and (c) explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

1.18 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Work set forth in the Contract Documents shall be commenced as stated in written Notice to Proceed, Letter of Intent or execution of the Contract (whichever is earlier) and shall be completed within the time stated in Section 011000 from said Notice, Letter, or Execution (whichever is earlier).
- B. Liquidated Damages may be assessed for each and every calendar day that the work is not complete, after the above stated time for total completion of the work at the rates set forth in Section 007000.

****END OF SECTION 002100****