

PAWLING FREE LIBRARY

CHILDREN'S ADDITION

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PART 1 - INVITATION & INSTRUCTIONS

Project: Children's Addition

Project Location: Pawling Free Library
11 Broad Street
Pawling, NY 12564

Owner: Pawling Free Library
11 Broad Street
Pawling, NY 12564
Brian Avery, Library Director
director@pawlinglibrary.org
845-855-3444

Owner Representative: Edward P. Hauser, LLC
118 Hurds Corner Road
Pawling, NY 12564
ephauser@comcast.net
845-656-5414

Project Architect Steven A. Grgecic
Steven Grgecic Architects, PLLC
1900 NY-301
Carmel, NY 10512
845-661-8808

The Pawling Free Library is requesting construction bids for an addition to the library building for a children's activity room at 11 Broad Street in the Village of Pawling.

Bid proposals must be submitted on the attached form with all blanks filled in.

A pre-bid inspection can be scheduled by contacting the Owner Representative via email. Reasonable knowledge of the site and conditions is the contractor's responsibility and is understood as agreed to by the contractor by submitting a bid proposal. Questions resulting from such inspection, or of the documents, should be submitted to the Owner Representative as listed above.

The Owner reserves the right to waive, or refuse to waive, any proposal informalities.

Bid proposals are to be submitted to the Owner at the address listed above or via e-mail prior to **Friday, July 8, 2022, at 2:00 PM.**

The Non-Collusive Certification and the Indemnification and Hold Harmless Clause on the bid proposal form must be signed for a bid proposal to be considered complete.

PART 2 – BID PROPOSAL FORM

Project: Pawling Free Library
Children's Addition

Bidder Firm Name: _____

Street Address: _____

Municipality / State / Zip Code: _____

Office Telephone: _____ FAX: _____

E-Mail Address: _____

Federal ID # _____

Contact Person (printed name and title): _____

Contact Person Mobile Phone Number: _____

Proposal Scope of Work:

The scope of work as described in the Project Details on pages 12 and includes, but is not limited to, the following:

Construct new Children's Addition as per plans, remove existing utility pole(no wires) and move existing storage shed to new location on library property.

The total amount for the work above is:

_____ and 00/100 DOLLARS (\$_____.00)
(Written in Words) (Written in Numerals)

Unit Prices, if any:

Provide the cost of items not included in the base bid, such as rock removal, lead and asbestos remediation or value engineering proposals. Proposed cost is to be used for adjustments to project cost for additions to, or subtractions from, the scope of work.

1. _____:
_____ and 00/100 DOLLARS (\$_____.00)
(Written in Words) (Written in Numerals)

2. _____:
_____ and 00/100 DOLLARS (\$_____.00)
(Written in Words) (Written in Numerals)

3. _____:
_____ and 00/100 DOLLARS (\$_____.00)
(Written in Words) (Written in Numerals)

Authorized Signature: _____
(Print Name) (Signature)

State of: _____

County of: _____

On _____, 2022, before me, _____,
(notary)

Personally appeared,

(signer)

Personally known to me, or had provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is, are subscribed to within this instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

(Notary Signature)

[NOTARY SEAL]

My Commission Expires _____

NON-COLLUSIVE AFFIDAVIT

By submission of this proposal each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its' own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
2. Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, hereby affirm under the penalties of perjury that the foregoing statement is true.

Dated: _____ Signed _____

(Print Name)

(Title)

State of: _____

County of: _____

On _____, 2022, before me, _____,
(notary)

Personally appeared, _____,
(signer)

Personally known to me, or had provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is, are subscribed to within this instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

(Notary Signature)

[NOTARY SEAL]

My Commission Expires _____

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor Agrees to indemnify and save harmless the Owner, and any of their agents, assigns, employees or independent contractors, the Owner Representative and persons in his employ and Steven Grgecic Architects, PLLC and persons in their employ from any and all liability for damages for injury to the person or property of another and from all suits and actions and all costs and damages to which such parties may be subjected resulting from the Contractor's performance of this contract, whether such performance be by the Contractor, or by any Subcontractor or employee.

I certify that I have been duly authorized to execute this Agreement on behalf of:

(Name of Contractor)

Dated: _____ Signed _____

(Print Name)

(Title)

State of: _____

County of: _____

On _____, 2022, before me, _____,
(notary)

Personally appeared, _____,
(signer)

Personally known to me, or had provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is, are subscribed to within this instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

(Notary Signature)

[NOTARY SEAL]

My Commission Expires _____

PART 3 – CONTRACT REQUIREMENTS & GENERAL CONDITIONS

A. Contract

By submission of a proposal, the Contractor agrees to enter into a contract with the Owner within seven (7) days of acceptance of the bid.

B. Insurance Requirements

If awarded the job, the bidder agrees to obtain policies of insurance for the following coverages in the amounts listed, upon which the "Pawling Free Library", Steven Grgecic Architects, PLLC." and "Edward P. Hauser, LLC." are named as "additional insureds":

The contractor shall provide adequate proof of coverage within seven (7) calendar days of receipt of the notice of award (and to proceed) of the contract by the Pawling Free Library. Failure to provide such proof may void the proposal.

The successful bidder at its sole cost and expense, shall provide the Owner with the following insurance coverage whether the operations to be covered thereby are through the successful bidder or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Comprehensive General Liability Insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate per project per policy, specifically including the following endorsements.
 - a. Contractual Liability (written).
 - b. Premises/Operations.
 - c. Products/Completed Operations.
 - d. Broad Form Comprehensive General Liability.
 - e. Independent Contractors.
 - f. Broad Form Property Damage.
 - g. Personal Injury.
 - h. Fire Legal Liability – Minimum \$500,000.
2. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 combined single limit for bodily injury and/or property damage.
3. Workman's Compensation Insurance in accordance with the applicable statutory requirements of the jurisdiction in which the Work is performed with limits on the Employers Liability coverage of not less than \$1,000,000 for bodily injury each employee, \$1,000,000 policy limit and \$1,000,000 each employee.
4. Umbrella Liability Insurance in the amount of \$5,000,000 each occurrence and in the aggregate per project for bodily and/or property damage excess of above coverages specified in paragraphs 1 to and including 4.
5. Self-Insurance Retention – not greater than \$25,000.

6. Builders Risk Insurance may be provided by the Owner to cover cost of all changes, alterations, or modifications.
7. Cancellation Notice - All insurance certificates shall state that the policy will not be canceled, nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the Owner. It shall further state that a similar thirty (30) days prior written notice will be given to the Owner prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured successful bidder, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The Owner reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the successful bidder agrees to assist in obtaining any such desired information.
8. Insurance Coverage Requirements Summary:

<u>Policy</u>	<u>Coverage Limits</u>
Comprehensive General Liability	\$1,000,000 Ea. Occur. \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000 Ea. Accident \$1,000,000 Policy Limit \$1,000,000 Ea. Employee
Umbrella Liability	\$5,000,000 Ea. Occur.

- C. Performance and Payment Bonds
Not Required
- D. Qualifications
Firms submitting proposals are to be experienced in the work of this project and must provide complete information on three representative projects, if requested, which can be viewed by the Owner, including being within 30 miles of the project site.
- E. Prevailing Wage
This is not a Prevailing Wage project.
- F. Submittals
Provide complete submittals of all materials and assemblies to be utilized in the project. These are to be approved by the Owner and or Owner Representative prior to ordering materials. Requirements for the submittal process will be discussed at the initial project

meeting, however no asbestos or lead containing materials will be used or brought on the Owner's site.

G. Equivalency Clause

Approved equivalent products will be reviewed by the Owner and or Owner Representative and if they meet the performance criteria of the specified products, they will be deemed acceptable.

Any materials, articles or equipment of other manufacturers and vendors which performs the same duties imposed by the general design may be considered equally acceptable provided that the material, article or equipment so proposed is of equal quality, substance and function. It is the responsibility of the Contractor to show that the proposed substitution is equal. It is the responsibility of the Contractor to identify any substitutions and to provide a point-by-point comparison and backup, such that a reasonable review can be made. The Contractor shall not provide, or install any such proposed material, article or equipment without prior written approval.

H. Existing Conditions / Field Verification

The Contractor shall familiarize themselves with the existing conditions, verify necessary field conditions to prepare an accurate proposal, perform all required measurements for the fabrication and installation of work, and assume complete responsibility for the accuracy of same.

I. Scope

This project involves removal of an existing utility pole (wires are being removed by 4 utility companies), relocating storage shed, construction of a 533.28 square foot addition. The Contractor shall provide all labor and material necessary for a complete, finished installation including all related demolition, cleanup, labeling, and restoration of surrounding areas if disturbed by the installation.

J. Documents

- 1) Pawling Free Library Children's Addition Bid Document dated June 17, 2022.
- 2) Pawling Free Library Children's Addition Plans A 1-3, E-1, and SP-1.

K. Special Requirements

The occupied portion of the Pawling Free Library shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

Contractors must take special note of the requirements for NO SMOKING, separation of construction from visitors and staff. Contractor will coordinate with the Library Director to schedule work to minimize disturbance of library programs. Hours of work and noise control must comply with the local municipal requirements.

Further explanations of special requirements are listed below:

1. General safety and security standards for construction projects are as follows:
 - a. All construction materials shall be stored in a safe and secure manner.
 - b. Fences around construction supplies or debris shall be maintained.

2. Separation of construction areas from occupied spaces:

Construction areas which are under the control of a contractor and therefore not occupied by library visitors or staff shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers, if any, must be made to prevent exposure to dust or contaminants.

- a. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminants to ensure they do not enter occupied portions of the building or air intakes.
- b. Existing exits from occupied portions of buildings must be continuously maintained or alternative exits provided. Develop and maintain a noise abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
 1. Equipment and work shall not produce noise in excess of 60db in occupied areas or shall be scheduled for off hours or acoustical abatement procedures shall be taken.
 2. Execute construction work by methods and by use of equipment which will reduce excess noise.
 3. Equip air compressors with silencers, and power equipment with mufflers.

L. General Requirements

Contractor to provide all support and general requirements as needed to complete their own work and to avoid impacting the Owner's operations. The contractor may obtain temporary water and 120volt power from the building, subject to cancellation if abused.

M. Construction Procedures

The Contractor is to review all on-site construction operations including staging areas, worker parking, delivery access, dumpster location, work hours and schedules with the Owner / Owner Representative prior to proceeding.

N. Asbestos Abatement

If abatement is required, a copy of the current NYS Department of Labor License (with picture) bearing the designation "I" for Asbestos Project Designer and indicating expiration date must be submitted. The Asbestos Designer must also be a NYS Licensed Architect or Engineer.

O. Lead Abatement / Lead Paint / PCBs

Any areas of flaking and peeling paint shall be tested for the presence of lead and abated or encapsulated in accordance with the following guidelines:

Any construction or maintenance operations which will disturb lead based paint shall be abated pursuant to protocols detailed in the "Guidelines for the Evaluation and Control of

Lead-Based Paint Hazards in Housing" (June 1995; U.S. Department of Housing and Urban Development, Washington, DC 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234).

In the event undocumented lead-based paint is discovered during the work, the Contractor shall immediately notify the Owner and/or Owner Representative for instructions as to procedures to be taken.

P. Milestone Schedule

Proposals due:	July 8, 2022, by 2:00 PM
Award / notice to proceed (NTP):	July 15, 2022
Substantial Completion:	November 11, 2022

Q. Payments

As the work progresses, but not more often than once a month and then on such days as the Owner may fix, the Contractor will submit a requisition in writing of the amount and value of the work performed to the date of the requisition, less any amount previously paid to the Contractor. From each requisition, the Owner may retain five (5) percent plus the amount necessary to satisfy any claims, liens, or judgments against the Contractor, which have not been suitably discharged. The Contractor must submit an updated schedule with each application for payment.

R. Change Orders

No changes by the Contractor shall be made nor shall claims for monies above the Contract sum be valid unless a written change order has been issued and signed by the Owner. Changes to the scope of work, whether expressed written or verbally, by either the Owner Representative or the Owner, shall be interpreted as a notice to proceed with such work, and any difference in cost from the original sum shall be reflected in subsequent change orders, unless either party specifically requests a cost estimate prior to the execution of such work.

S. Cleaning

The Contractor is to protect all adjacent areas while work is underway and is to fully clean all disturbed areas and remove all debris and materials that are not claimed by the Owner. Throughout the construction the site is to be kept neat and orderly.

T. Close out Procedures

The contractor is to notify the Owner and Owner Representative when the installation is complete including any remaining work or close out items. At that time the Owner or Owner Representative will provide a punch list with valuation. The contractor then may requisition their full contract, without retainage, but less 200% of the value of the punch list, which will be the final payment. After receipt of the punch list, the contractor is to promptly remedy all items but not later than three weeks after the receipt of the punch list. Once this is complete and close out documents and warranties have been submitted, the contractor will receive final payment. In addition to material warranties, the contractor shall provide a one-year full labor and material warranty from the time of completion of the punch list work.

PART 4 – PROJECT DETAILS – CONSTRUCTION OF CHILDREN'S ADDITION

- A. Project work shall be done to create minimal disruption to the day-to-day operation of the Pawling Free Library.
- B. Contractor shall visit site, become familiar with all aspects of the work, and verify all dimensions prior to submitting a contract bid price.
- C. Owner shall obtain all permits required for performance of the work and pay all fees in connection thereof.
- D. All materials and construction to be incorporated into the work shall be in strict accordance with the latest addition of the ASTM Specifications applicable and shall conform to the standards and recommendations of the various trade institutes (ACI, AISC, AWS, etc.) where applicable.
- E. Work shall be in accordance with plans issued by Steven Grgecic Architects, PLLC Children's Addition dated April 21, 2022
- F. Plumbing
 - 1. Does not apply.
- G. Electrical
 - 1. Provide and install LED luminaires and GFI electrical outlets as selected by Owner/Owner Representative.
 - 2. Connect all luminaires and outlets to existing electrical circuit breaker panel box on site.
 - 3. Locate electrical switches as directed.
- H. Finishes
 - 1. Ceilings and wall sections to be 1/2-inch-thick gypsum wallboard, painted with 1 coat of primer and 2 coats of latex paint sanded between coats, color by Owner.
 - 3. Floors to have commercial grade carpet on one layer of 3/4-inch plywood.
 - 4. Exterior façade trim and brick to match existing.
- I. Roofing
 - 1. Provide required water-tight flashing at all joints.
 - 2. Provide metal drip edge along drainage edge of roof, with commercial rain gutter, complete with downspout and splash blocks to match existing gutter system.
 - 3. Provide 30-year warranty on roof system.