

PROJECT MANUAL

REQUEST FOR BIDS

Utica City School District

KERNAN ELEMENTARY SCHOOL

FENCE REPAIRS CONTRACT 2023

June 1, 2023

Owner:

Utica City School District Board of Education

929 York Street

Utica, NY 13502

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DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

Owner:

Utica City School District Board of Education
929 York Street
Utica, NY 13502
PH: 315-792-2210

Project Information:

UCSD KERNAN SCHOOL FENCE REPAIRS CONTRACT 2023

The Owner, the Utica City School District, will receive separate sealed bids to furnish materials and labor to complete fence repairs at Kernan Elementary School. Bids shall be on a lump sum basis.

One copy of sealed bids will be received until **2PM EST, July 20, 2023** at the Utica City School District Office, 929 York Street, Utica, NY 13502 (phone: 315-792-2210). Bids received after this time will not be accepted and returned to Bidder unopened. Bids will be opened publicly and read aloud after specified receipt time. All interested parties are invited to attend.

Pre-Bid site inspections can be requested by the contacting the Construction Manager, Travis Roller – C&S Companies, troller@cscos.com or 315-520-9316.

Bid documents may be obtained digitally in PDF format. Request documents via email to JoAnn Giotto, e-mail address is jgiotto@uticaschools.org

All questions regarding this bid are to be submitted via the Request for Information form, included in the bid documents.

The School Board of the Utica City School District reserves the right to waive any informalities or irregularities in the Bids received, or to reject all Bids without explanation.

“The Utica City School District is an Affirmative Action, Equal Opportunity Enterprise.”

By Order of: The Utica City School District Board of Education

END OF DOCUMENT 001113

BID FORM

UCSD KERNAN SCHOOL FENCE REPAIRS CONTRACT 2023

BID FROM

Bidder's Name: _____

Bidder's Address: _____

Bidder's Telephone: _____

Bidder's E-mail Address: _____

BID TO (Owner): **Utica City School District**
 929 York Street - Utica, New York 13502

The bidder (identified above) hereby certifies that he has examined and fully understands the requirements and intent of the BIDDING AND CONTRACT DOCUMENTS, including Drawings, Project Manual, and Addenda; and proposes to furnish all labor, materials, and equipment necessary to complete the Work on, or before, the dates specified in the Contract Documents for the BASE BID sum of:

(words)

-

_____ (_____
(figures)

Show amount of BASE BID in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern.

LIST OF ADDENDA RECEIVED

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

ATTACHMENTS

Enclosed with this BID are the following attachments:

1. Attachment #1 - Non-Collusive Bidding Certificate
2. Attachment #2 - Certified Corporate Resolution
3. Attachment #3 - Affirmative Action Agreement

Time of Commencement and Completion

The bidder agrees to commence Work on the stipulated starting date(s) and will substantially complete the Work in accordance with the project schedule stipulated in Specification Section 013150 – Construction Schedule.

Rejection of Bids

The Bidder acknowledges that the Owner reserves the right to waive any informality in, or to reject any or all Bids.

EXECUTION OF CONTRACT

If written notice of the acceptance of this BID is mailed, telegraphed, or otherwise delivered to the undersigned within (10) days after the date of opening of the Bids, or any time thereafter, the undersigned will, within ten (10) days after the date of such delivery, execute and deliver a contract in the form as required by the Architect.

This BID may be withdrawn at any time prior to the scheduled time for the opening of Bids, or any authorized postponement thereof.

SIGNATURE

()	NAME OF BIDDER (Corporate Name)
()	
()	_____
()	
()	SIGNATURE (Corporate Officer)
()	
()	_____
()	
()	DATE: _____

BID FORM ATTACHMENT #1

GENERAL CONDITIONS TO BID

NON-COLLUSIVE BIDDING CERTIFICATION

No bid will be accepted that does not have this form completely executed.

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

- (a) The prices in this bid 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 bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certified by the signature of this bid or proposal in behalf of the corporate bidder.

(Individual)

(Corporation)

Dated: _____ By _____
(Signature of Officer)

This Non-Collusive Bidding Certificate must be submitted with the bid.

BID FORM ATTACHMENT #2
CERTIFIED CORPORATE RESOLUTION

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d (103-d) of the general municipal law as to the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution and adopted by

_____ at a meeting of its board of directors held on the
_____ day of _____ 2018

(Secretary)

This Certified Corporate Resolution must be submitted with the bid.

BID FORM ATTACHMENT #3

AFFIRMATIVE ACTION AGREEMENT

(New York State Projects)

Firm Name: _____

Business Address: _____

Telephone Number: _____

Non-discrimination Clauses:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.

5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the state, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked dependently of or in addition to sanctions and remedies otherwise provided by law.
7. The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Signature (Authorized): _____

Title: _____

END OF AFFIRMATIVE ACTION AGREEMENT

This Affirmative Action Agreement must be submitted with the bid.

Prevailing Wage Rates:

This project is subject to NYS Prevailing Wages.

The Bureau of Public Works of the New York State Department of Labor promulgates annual prevailing wage rates effective on July 1 each year that remain in effect until June 30 of the following year. These rates will apply to all new public works projects let on or after July 1 each year.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, and Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Phased construction.
 - 4. Access to site.
 - 5. Coordination with occupants.
 - 6. Work restrictions.
 - 7. Specification and drawing conventions.
 - 8. Time of Completion.

1.3 PROJECT INFORMATION

- A. Project Identification: UCSD – KERNAN SCHOOL FENCE REPAIRS CONTRACT 2023
- B. Project Location: 929 York Street, Utica NY 13501
- C. Owner: Utica City School District Board of Education 106 Memorial Parkway, Utica, NY 13501.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

Fence removal and replacement with new fence. Work is identified on attached Sketch Pages 1 through 3. Specification for the new fence is included on Pages 1 through 3.

Construction will be governed by the New York State Uniform Fire Prevention and Building Code, currently applicable edition, and its referenced codes and standards; the State Education Department Manual for Planning Standard; and other applicable laws and regulations, including Municipal Regulations and Health Codes.

Refer to List of specifications and drawings located in the Specification table of Contents for drawings included in the contract documents.

- B. Type of Contract:
 - 1. District issued purchase order

1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in single phase:

1. All work is planned and to be completed based on specifications, refer to:
 - a. 013150 Construction Schedule
 - b. 013151 Milestone Schedule
- B. Before commencing work, submit an updated copy of Contractor's construction schedule showing the sequence, commencement, and completion dates for all phases of the Work.

1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. The Contractors agree to accept the site, as it exists and to remove any encumbrances, which interfere with proper fulfillment of the Work, without change in the Contract Sum.
- C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits: Confine construction operations to areas for construction
 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.7 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of

7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: To be coordinated with the owner representative.
2. Early Morning Hours: None.
3. Hours for Utility Shutdowns: coordinate with owner representative.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy and neighboring residents with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.10 TIME OF COMPLETION

A. It is understood and mutually agreed that the time for Substantial Completion is an essential

condition of this Contract.

- B. Contractor agrees that work shall be prosecuted diligently and uninterruptedly at such rate as will insure Substantial Completion of all work and certificates of occupancy on or before the date stated in the Contract.
- C. It is expressly understood and agreed by Contractor and Owner that the time for Substantial Completion and certificates of occupancy are reasonable, taking into consideration average climatic range, restrictions concerning use of the site, and other conditions prevailing.
- D. Contractor shall schedule the Work accordingly. Second Shift and Weekend Shifts should be included to complete the work where disturbance to neighboring residence will not be disturbed and in accordance with this document.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011100 – NYSED 155.5 REGULATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements of SNYCRR155.5, Uniform Safety Standards for School Construction and Maintenance Projects that are required in construction documents. The Contractor shall comply with these requirements in addition to any and all similar requirements in the Contract Documents.

1.3 REQUIREMENTS

- A. The occupied portion of any school building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy. In addition, the following shall be strictly enforced and cooperated with:
 - 1. No smoking is allowed on public school property, including construction areas.
 - 2. During construction daily inspections of district occupied areas shall be conducted by school district personnel to assure that construction materials, equipment or debris do not block fire exits or emergency egress windows.
 - 3. Proper operation of fire extinguishers, fire alarm, and smoke/fire detection systems shall be maintained throughout the project
- B. Verify that all school areas to be disturbed during renovation or demolition have been or will be tested for lead and for asbestos. For any project work that disturbs surfaces that contain lead or asbestos, follow the plans and specifications prepared by a certified Lead Risk Assessor or Supervisor which details provisions for occupant protection, worksite preparation, work methods, cleaning, and clearance testing; which are in general accordance with HUD Guidelines.
 - 1. All asbestos abatement projects shall comply with all applicable federal and State laws including but not limited to the New York State Department of Labor industrial code rule 56(12NYCRR56), and the federal Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763 (Code of Federal Regulations, 1998 Edition); available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.
 - 2. Any construction or maintenance operations which will disturb lead-based paint will require abatement of those areas 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 (HUD), Washington, D.C. 20410; available at the Office of Facilities Planning, Education Building Annex, Room 1060, State Education Department, Albany, NY 12234.

C. General Safety and Security Standards for Construction Projects:

1. All construction materials shall be stored in a safe and secure manner.
2. Fences around construction supplies or debris shall be maintained.
3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
4. During exterior renovation work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
5. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.

D. Separation of construction areas from occupied spaces. Construction areas which are under the control of a contractor and therefore not occupied by district staff or students, 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 must be made to prevent exposure to dust or contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

1. A specific stairwell and/or elevator should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs or elevators designated for students or school staff.
2. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through halls of occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
3. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. School buildings occupied during a construction project shall maintain required health, safety and educational capabilities at all times while classes are in session.

E. Prepare and maintain a plan detailing how exiting, required by the applicable building code, shall be maintained during construction.

1. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors, and noise during the construction period.
2. Temporary construction details shall meet code-required fire ratings for separation and corridor enclosure.
3. At a minimum, required exits, temporary stairs, ramps, exit signs, and door hardware shall be provided at all times.
4. The plan shall indicate fully functioning and code compliant temporary exits and temporary partitions per phasing drawings.

F. Prepare a plan detailing how adequate ventilation will be maintained during construction.

1. The plan shall indicate ductwork which must be rerouted, disconnected, or capped in order to prevent contaminants from the construction area from entering the occupied areas of the building.
2. The plan shall also indicate how required ventilation to occupied spaces affected by construction will be maintained during the project.

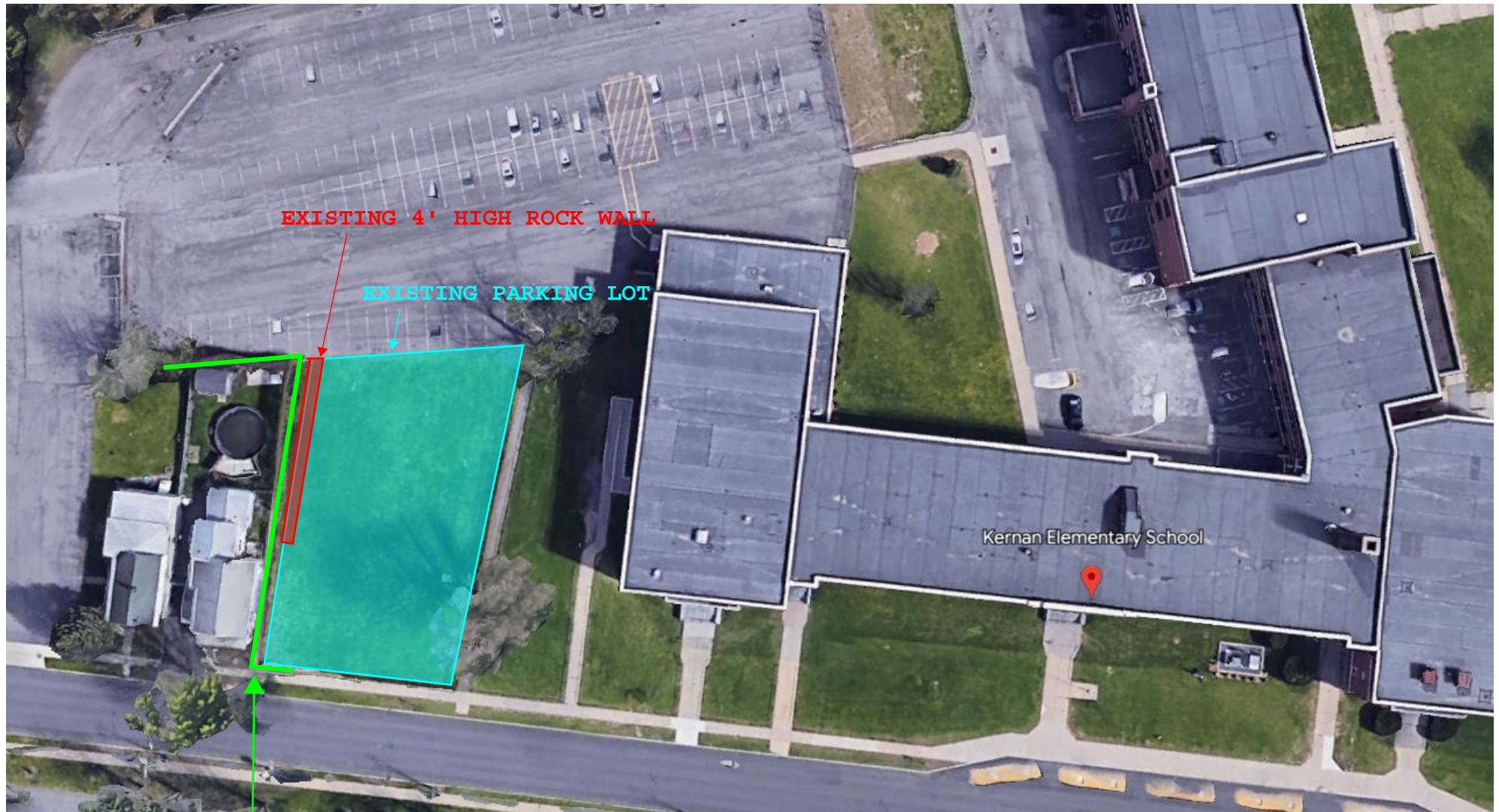
- G. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.
- H. The contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
- I. The contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.
- J. Large and small asbestos abatement projects as defined by 12NYCRR56 shall not be performed while the building is occupied. The term "building", as used in this paragraph, means a wing or major section of a building that can be completely isolated from the rest of the building with sealed non-combustible construction. The isolated portion of the building must contain exits that do not pass through the occupied portion, and ventilation systems must be physically separated and sealed at the isolation barrier.
- K. Exterior work such as roofing, flashing, siding, or soffit work may be performed on occupied buildings provided proper variances are in place as necessary and complete isolation of ventilation systems and at windows is provided. Care must be taken to schedule work so that classes are not disrupted by noise or visual distraction.

END OF SECTION 011100

Kernan Elementary Fencing Project

Sheet 1 Of 3

Note: Work to be completed between June 26 through August 18, 2023



EXISTING 250 LF OF 15' HIGH FENCE. SEE FENCE REMOVAL AND REPLACEMENT SCOPE ON NEXT SHEET, SHEET 2 OF 3

Note: Work to be completed between June 26 through August 18, 2023

REMOVAL SCOPE:

REMOVE AND DISPOSE 250LF OF EXISTING 15' HIGH CHAIN LINK FENCE AND POSTS.

REMOVE AND DISPOSE EXISTING TREES, STUMPS AND VINES ALONG FENCE LINE (REMOVE STUMPS TO BELOW GRADE, THEN COVER WITH TOPSOIL).

FOR EXISTING CONCRETE BASES, PLEASE PROVIDE PRICING FOR EACH REMOVAL OPTION BELOW:

1. REMOVE/CUT EXISTING FENCE POSTS AT BASE AND LEAVE CONCRETE BASES
2. REMOVE AND DISPOSE EXISTING FENCE POSTS AND CONCRETE BASES

INSTALLATION SCOPE

IN SAME LOCATION AS EXISTING FENCE, PROVIDE 250LF OF 8' HIGH 9 GAUGE 2" MESH. PROVIDE 2 1/2" 40 WEIGHT LINE POSTS, PROVIDE 3" 40 WEIGHT CORNER/END POSTS 8' HIGH, PROVIDE 1 5/8" 40 WEIGHT TOP AND BRACE RAIL, PROVIDE 7 GAUGE BOTTOM TENSION WIRE, PROVIDE 9 GAUGE ALUMINUM RAIL/POST TIES AT 12" ON CENTER. LINE AND CORNER/END POSTS TO BE SET 3' IN GROUND WITH 4000PSI CONCRETE BASES. PROVIDE PRIVACY SLATS. PROVIDE ALL MATERIAL AS BLACK VINYL COATED.

PLEASE BASE PRICING OFF ACCESS FROM SCHOOL'S SIDE OF FENCE. CONTRACTOR RESPONSIBLE FOR IDENTIFICATION OF EXISTING UNDERGROUND UTILITIES

Kernan Elementary Fencing Project

Sheet 3 Of 3

Note: Work to be completed between June 26 through August 18, 2023

