

WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT
252 Chestnut Street, West Hempstead, NY 11552

NOTICE TO BIDDERS

The Board of Education of the West Hempstead Union Free School District, County of Nassau, West Hempstead, New York, in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids for:

ASPHALT, CONCRETE, DRY WELL & PARKING LOT SWEEPING BID

Baldwin Union Free School District
Bellmore Union Free School District
Bellmore-Merrick Central High School District
Bethpage Union Free School District
Carle Place Union Free School District
East Rockaway Union Free School District
East Williston Union Free School District
Floral Park-Bellerose Union Free School District
Freeport Union Free School District
Garden City Union Free School District
Glen Cove Central School District
Great Neck Union Free School District
Hempstead Union Free School District
Herricks Union Free School District
Hewlett-Woodmere Union Free School District
Hicksville Union Free School District
Island Trees Union Free School District
Jericho Union Free School District
Lawrence Union Free School District
Levittown Union Free School District
Locust Valley Central School District
Long Beach Central School District

Lynbrook Union Free School District
Manhasset Union Free School District
Massapequa Union Free School District
Merrick Union Free School District
Mineola Union Free School District
New Hyde Park-Garden City Park School District
North Bellmore Union Free School District
North Merrick Union Free School District
North Shore Central School District
Plainedge Union Free School District
Plainview-Old Bethpage Central School District
Port Washington Union Free School District
Rockville Centre Union Free School District
Roosevelt Union Free School District
Seaford Union Free School District
Syosset Central School District
Valley Stream Union Free School District #24
Valley Stream Union Free School District #30
Wantagh Union Free School District
Westbury Union Free School District
West Hempstead Union Free School District

Sealed bids will be received by Mr. Joel Press of the West Hempstead School District at the Administration Building, 252 Chestnut Street, West Hempstead, NY, 11552, on or before **Wednesday, May 31, 2023, at 11:00 a.m.** at such time and place publicly opened and read aloud.

Bids must be submitted on or before the date of opening in sealed envelopes, bearing on the outside the name and address of the bidder and the title of the bid in the lower left-hand corner. **For further information or to obtain the specifications and bid forms, please contact the facilities office at 516-390-3105 or check www.whufsd.com.**

The Board of Education reserves the right to award all or part of this bid or to reject all bids or any part of any bid and to make awards that are in the best interest of the school district and to waive any informalities as to non-material errors or omissions in the submissions. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Board of Education
West Hempstead Union Free School District
252 Chestnut Street
West Hempstead, NY 11552

WEST HEMPSTEAD U.F.S.D.
INVITATION TO BID
Asphalt, Concrete, Dry Well, and Parking Lot
Sweeping

Office of the Director of Facilities

**West Hempstead UFSD
252 Chestnut Street
West Hempstead, NY
11552**

Office 516-390-3105

Fax 516-489-1776

Director of Facilities: Mr. Peter Mayo

**Nassau County Directors of School Facilities
Purchasing Consortium
2023-2024**

Bidders are hereby notified that the inclusion of a school district as a listed participating school district in this bid, does not obligate or require that school district in any way, to utilize this bid. All School Districts are free to use any bidding source available to them, to engage a particular service or purchase a product, all as deemed appropriate by that district.

The terms and conditions of the contract or contracts awarded under this cooperative bid shall be extended to and made available for procurement by other Nassau County school districts which are or become members of the Nassau County Directors of School Facilities Purchasing Consortium, during the term of the awarded contract(s), in accordance with General Municipal Law Article 5-G and section 103, subdivision 16.

BID DEPOSIT/SECURITY BOND REQUIREMENTS

All bid submissions must be accompanied by a bid deposit in the amount of \$1,000.00. Deposit shall be in the form of a certified check made payable to West Hempstead Union Free School District.

The successful bidder will be required to supply a performance bond in the amount of \$10,000.00.

2023-2024 Participating School Districts and Facilities **Directors Contact Information**

	District	Address	Phone	Email
1	Baldwin UFSD	960 Hastings Street Baldwin, NY 11510 Russell Randazzo	P: 434-6060 F: 434-6802	RandazzoR@BaldwinSchools.org
2	Bellmore UFSD	580 Winthrop Avenue Bellmore, NY 11710 Joseph Fiorino	P: 679-2907 F: 826-6214	JFiorino@BellmoreSchools.org
3	Bellmore-Merrick CHSD	1260 Meadowbrook Road North Merrick, NY 11566 Jon Simpkins	P: 992-1032 F: 992-1265	JSimpkins@Bellmore-Merrick.k12.ny.us
4	Bethpage UFSD	10 Cherry Avenue Bethpage, NY 11714 Peter Cavassa	P: 644-4038 F: 644-4073	PCavassa@Bethpage.ws
5	Carl Place UFSD	168 Cherry Lane Carl Place, NY 11514 John Hendricken	P: 622-6424	JHendricken@CPS.k12.ny.us
6	East Rockaway UFSD	443 Ocean Avenue East Rockaway, NY 11518 James Daly	P: 887-8300 X545 F: 8878347	JDaly@EastRockawaySchools.org
7	East Williston UFSD	11 Bacon Road Old Westbury, NY 11568 Nick Fusco	P: 333-2559 F: 333-1937	FuscoN@EWSDmail.org
8	Floral Park- Bellerose UFSD	One Poppy Place Floral Park, NY 11001 Fred Mandracchia	P: 434-2742 F: 434-2739	FMandracchia@FPBSD.org
9	Freeport UFSD	235 North Ocean Avenue Freeport, NY 11520 Kevin Randazzo	P: 867-5222 F: 867-8962	KRandazzo@FreeportSchools.org
10	Garden City UFSD	56 Cathedral Avenue Garden City, NY 11530 Robert Foley	P: 478-1080 F: 294-3022	FoleyR@GCufsd.net
11	Glen Cove CSD	154 Dosis Lane Glen Cove, NY 11542 Viktor Tymchynyuk	P: 801-7090 F: 801-7099	VTymchynyuk@GlenCoveSchools.org
12	Great Neck UFSD	345 Lakeville Road Great Neck, NY 11020 Alfredo G. Cavallaro	P: 441-4044 F: 441-4923	ACavallaro@Greatneck.k12.ny.us
13	Hempstead UFSD	185 Penninsula Boulevard Hempstead, NY 11550 James Nothel	P: 434-4121	jnothel@HempsteadSchools.org
14	Herricks UFSD	999B Herricks Rd. New Hyde Park, NY 11040 Marty Abrams	P: 305-8905 F: 248-3112	MAbrams@Herricks.org
15	Hewlett-Woodmere UFSD	1 Johnson Pace Woodmere, NY 11598 Kim Parahus	P: 792-4805 F: 374-8185	KParahus@Hewlett-Woodmere.net
16	Hicksville UFSD	200 Division Avenue Hicksville, NY 11801 David Bell	P: 733-2180 F: 733-6584	DBell@HicksvillePublicSchools.org
17	Island Trees UFSD	74 Farnedge Road Levittown, NY 11756 Kenneth McLean	P: 520-2109 F: 520-4970	KMcLean@IslandTrees.org

	District	Address	Phone	Email
18	Jericho UFSD	99 Cedar Swamp Road Jericho, NY 11753 Michael A. Hahn	P: 203-3600 x3233 F: 203-3671	MHahn@JerichoSchools.org
20	Levittown UFSD	850 Seamans Neck Road Seaford, NY 11783 Chris Milano	P: 434-7550 F: 520-8347	CMilano@LevittownSchools.com
21	Locust Valley CSD	22 Horse Hollow Road Locust Valley, NY 11560 Erik Nakutavicius	P: 277-5079 F: 277-5098	ENakutavicius@LVcsd.k12.ny.us
22	Long Beach CSD	130 Maple Boulevard Long Beach, NY 11561 Don Kramer	P: 897-2120 F: 897-2248	DKramer@LBeach.org
23	Lynbrook UFSD	111 Atlantic Avenue Lynbrook, NY 11563 James Saitta	P: 887-0259 F: 887-3728	James.Saitta@LynbrookSchools.org
24	Manhasset UFSD	200 Memorial Place Manhasset, NY 11030 Frederick Bruder	P: 267-7720 F: 627-1618	Frederick_Bruder@ManhassetSchools.org
25	Massapequa UFSD	4925 Merrick Road Massapequa, NY 11758 Timothy O'Donnell	P: 308-5040 F: 308-5049	TOdonnell@MSD.k12.ny.us
26	Merrick UFSD	21 Babylon Road Merrick, NY 11566 James O'Beirne	P: 992 7256 F: 992-7291	JObeirne@Merrick.k12.ny.us
27	Mineola UFSD	121 Jackson Avenue Mineola, NY 11501 Jenny Carcana	P: 237-2070 F: 237-2075	JCarcana@Mineola.k12.ny.us
28	New Hyde Park/Garden City Park SD	1950 Hillside Avenue New Hyde Park, NY 11040 John Moran	P: 434-2320	JMoran@NHP-GCP.org
29	North Bellmore UFSD	2616 Martin Avenue North Bellmore, NY 11710 Richard Russo	P: 992-3000 X3003 F: 785-7105	RRusso2@NorthBellmoreSchools.org
30	North Merrick UFSD	1057 Merrick Avenue North Merrick, NY 11566 Sam Carder	P: 292-3095 F: 292-1822	SCarder@NMerrick.org
31	North Shore CSD	112 Franklin Avenue Sea Cliff, NY 11579 John Hall	P: 277-7835 F: 277-7805	HallJ3@NorthShoreSchools.org
32	Plainedge UFSD	241 Wyngate Drive N. Massapequa, NY 11758 Brett Prochazka	P: 992-7422 F: 992-7478	Brett.Prochazka@PlainedgeSchools.org
33	Plainview - Old Bethpage CSD	117 Central Park Road Plainview, NY 11803 Andrew Ward	P: 434-3110 F: 349-4797	AWard@POBSchools.org
34	Port Washington UFSD	90 Avenue C Port Washington, NY 11050 Brian Graham	P: 767-4945 F: 767-4949	BGraham@Portnet.org
35	Rockville Centre UFSD	128 Shepherd Street Rockville Centre, NY 11570 John Scalisi	P: 255-8932 F: 393-5229	JScalisi@RVCSchools.org
36	Roosevelt UFSD	240 Denton Place Roosevelt, NY 11575 Warren Young	P: 345-7001	WYoung@rufsd.org

	District	Address	Phone	Email
37	Seaford UFSD	1600 Washington Avenue Seaford, NY 11783 Russ Costa	P: 592-4040 F: 592-4048	RCosta@Seaford.k12.ny.us
38	Syosset CSD	99 Pell Lane Syosset, NY 11791 Severino Fasulo	P: 364-5788 F: 364-5356	SFasulo@SyossetSchools.org
39	Valley Stream UFSD #24	75 Horton Avenue Valley Stream, NY 11581 Charlie Brocher	P: 434-2881	CBrocher@VS24.org
40	Valley Stream UFSD #30	175 N. Central Avenue Valley Stream, NY 11580 Chris Malone	P: 434-3600 F: 285-8742	CMalone@VS30.org
41	Wantagh UFSD	3301 Beltagh Avenue Wantagh, NY 11793 Tom Fucci	P: 679-6313 F: 679-6349	FucciT@WantaghSchools.org
42	West Hempstead UFSD	252 Chestnut Street West Hempstead, NY 11552 Peter Mayo	P: 390-3105 F: 489-1776	PMayo@whufsd.com
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WEST HEMPSTEAD COOPERATIVE BID

ASPHALT, CONCRETE, DRY WELL, AND PARKING LOT SWEEPING

INSTRUCTIONS TO BIDDERS

1. The purpose of this bid is to provide unit bid prices for Asphalt, Concrete, Dry Well, and Parking Lot Sweeping services to the participating school districts listed above. Participating school districts requesting work shall call the bidder awarded the bid to provide a proposal for Site Work, Asphalt and Concrete services based upon the bid specifications.
2. The bidder shall include with its bid the following:
 - a. Bid Proposal Form
 - b. Non-Collusive Bid Statement
 - c. Statement of Bidders Qualifications
 - d. Bid Specifications with each page initialed
 - e. All licenses required by local law, regulations or ordinance
 - f. List of Vehicles and Equipment to be used in connection with the bid specifications
 - g. A copy of the bid specifications with each page initialed by the bidder
 - h. Bid Bond required by the bid specifications
 - i. Performance Bond and Labor and Material Payment Bond required by the bid specification
3. The bidder shall begin work at each location listed herein only after receiving a purchase order from the participating school district requesting the work. The participating school district and the successful bidder shall determine a start date for the desired work. Once work has commenced, the bidder shall continue on a regular basis until all authorized work is completed, without any delay.
4. The bidder shall coordinate the work with the Director of Facilities in the participating school district. Based upon the instruction of the Director of Facilities, the bidder shall sign in and out as directed by the Director of Facilities.
5. The bidder shall advise the Director of Facilities of the work completed each day at the school district.
6. The bidder shall verify all locations for the work proposed and herein specified. A certified technician will be responsible for all work to be performed in this contract.
7. All bidders must provide documentation that they have at least five (5) years of experience in the area of the bid, including work completed for local school districts or other local governmental agencies.

8. The bidder must provide references from previous clients verifying that the company has performed work on contracts of comparable size.
9. A list of personnel and their respective qualifications for the purposes of fulfilling the requirements of these bid specifications shall also be submitted with the bid. All equipment shall be in good working condition. The Bidder shall remove and replace any equipment in unsatisfactory condition or unsuitable for the required work as deemed by the participating school district.
10. At the sole discretion of the Lead School District, the award of the contract will be made to the lowest responsive, responsible bidder able to perform the work as outlined in these specifications. All bidders will be evaluated to determine if they have the resources and manpower to perform the work outlined in these bid specifications. The bidder must possess the qualifications and equipment outlined in these specifications.
11. All bidders must have in their possession or available to them by formal agreement at the time of bidding the following materials and equipment to perform the work: trucks, aerial lifts, hand tools, and other equipment and supplies required to perform the work specified for this contract at all participating school districts. Unacceptable equipment or lack of equipment shall be grounds for disqualification of the bidder.
12. Bidders are notified that multiple school districts may require work be completed at the same time.
13. Upon completion of all authorized work at a participating school district, the bidder shall submit an invoice in duplicate on the school district's purchase order.
14. The successful bidder must agree to deliver the items of the contract to the separate schools at times to be later designated by the Board of Education. No charges will be allowed for expressage or cartage. All bids must include transportation to the school. Mere acknowledgment by the school district personnel of the delivery of receipt of materials (as in a signed bill of landing) shall not be deemed or construed as acceptance of the materials received.
15. Final Decisions – The Assistant Superintendent for Business and Operations, or the specific school district designee, shall have the right to interpret the true meaning and intention of specifications, verbal or written; but should any controversies or disputes arise over such interpretations, his decision shall be binding and final. The Board reserves the right to bid special work projects separate and apart from this bid as determined by the Assistant Superintendent for Business and Finance.
16. Obligation of Bidder – At the time of the opening of bids, each bidder will be presumed to have read and be familiar with the Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document, shall in no way relieve any bidder from any obligation in respect to his bid. These instructions are to be considered an integral part of all proposals.
17. Cooperative Blanket Agreements – This cooperative bid will be awarded in accordance with those conditions set forth by New York State General Municipal Law, Section 119.0. This bid will be awarded to the lowest responsible bidder meeting specifications. Component school district Boards of Education having filed the appropriate Cooperative Bid Resolution required under the previously stated General Municipal Law, may participate in this award.

18. Cooperative's Responsibility – Although this bid was issued, evaluated and awarded at the request of the participating school districts, the cooperative's liability under contract is limited to coordination only. The component districts are required to generate their own purchase orders (to the successful vendor) in accordance with the bid provisions and the schedule of award.
19. It is expressly understood that any loss resulting from theft or pilferage of material delivered to the site and intended for installation or incorporation in the project, whether or not installed or incorporated, shall be borne by the contractor.
20. The district, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the district, and no claim for an addition to the contract sum shall be valid unless so ordered.
21. No work shall proceed without receiving a written purchase order unless duly authorized by the participating school district.
22. Bidders are urged to inspect the facilities at all sites involved in this bid. The failure of the bidder to conduct site inspections will in no way relieve the awarded contractor from the responsibility of performing the work as specified.
23. All work at the districts' facilities must be coordinated with the appropriate district's Facilities and Operations Office. All work at school buildings must be performed as to not interfere with the School District operations. Every attempt must be made to perform the required work during non-school hours/days.
24. **The West Hempstead Union Free School District** reserves the right to accept or reject this bid proposal, either in part or in its entirety, for any reason as it deems necessary, without explanation for said acceptance or rejection.
25. The term of this agreement shall be **July 1, 2023 through June 30, 2024**, with an option to renew annually for up to three (3) additional one-year periods, at the discretion of the **West Hempstead** UFSD.
26. Each bid must be accompanied by bid security in the form of a check made payable to the **West Hempstead** School District, in the amount of \$1,000 to be held in lieu of bid and performance bonds.
27. This contract will be authorized at the discretion of the participating school districts. Consequently, there is no guarantee that a specified minimum amount of work will be authorized.
28. The successful bidder must follow all rules and regulations of the school district where it is performing work. This includes but is not limited to employees wearing photo ID cards.
29. If additional information or clarification regarding this specification is required, please contact **Mr. Joel Press, West Hempstead Union Free School District, at (516) 390-3103.**

GENERAL CONDITIONS

The within document includes detailed provisions concerning the Asphalt, Concrete, Dry Well, and Parking Lot Sweeping Cooperative Bid and services to be performed in accordance with these specifications. The document is incorporated by reference into all contracts to be awarded and should be reviewed carefully by the Bidder to whom the award of contract is made. Consultation with an attorney and insurance representative is advised.

ARTICLE 1 DEFINITIONS

- A. The "Director of Facilities" is the individual in the participating school district charged with the supervision of the plants and facilities in the school district.
- B. "Central Administration" refers to the Superintendent of Schools, his/her Assistant Superintendents, and Director of Plant & Facilities.
- C. The "Bidder" refers to the entity engaged by the School District to perform all or a part of the work on its behalf.
- D. The "Bid Specifications" is the bound document which includes the Notice to Bidders, Information to Bidders, Bid Proposal Form, Prevailing Wage Rate schedule and the written requirements for labor, materials, equipment, construction systems and the like necessary for the Bidder to complete the capital improvement work for which it has been engaged.
- E. The "Owner" refers to the Board or its designee.
- F. A "Subcontractor" is a person or entity who has a direct contract with the Bidder to provide material and/or labor for the work on or off the site, or to otherwise furnish labor, material or other services with respect to a portion of the Bidders work. A "Sub-subcontractor" is a person or entity who has a direct or indirect contract with a

Subcontractor engaged by the Bidder to perform a portion of the Subcontractors work at the site, or to otherwise furnish labor, material or other services with respect to a portion of the Subcontractor's work.

ARTICLE 2 BIDDERS REPRESENTATIONS

A. Upon submission of its bid to the Owner, the Bidder expressly represents:

1. The Bidder represents and warrants that it performed a detailed investigation of the site(s) and that such investigation was sufficient to disclose the conditions of the site(s) at which work is to be performed by it and all improvements thereon, and the conditions under which the work is to be performed, including, but not limited to (a) the location, condition, layout and nature of the site and surrounding areas; (b) the cost of labor, materials and equipment necessary to perform the work, the availability; (c) the areas of the work which will cause a disruption to the necessary and proper operation of the facilities by the Owner; and (d) other pertinent limitations on the performance of its work.

2. The Bidder certifies that it is experienced and familiar with the requirements and conditions imposed during the construction of similar work in the area. This includes, but is not limited to, the requirement of normal out of sequence or come back work for the removal of plant, equipment, temporary wiring or plumbing, etc. This out of sequence work may also include phasing of construction activities to accommodate the installation of the work at various locations and orderly fashion and the completion of work at various locations and/or levels at various times. This phasing out of sequence or come back work shall be done at no cost to other trade bidders, the Owner.

B. The Bidder warrants to the Owner that (1) the materials and equipment furnished under its contract will be of good quality and new, and of recent manufacture, unless otherwise required or permitted by the Contract Documents, (2) that its work will be free from defects not inherent in the quality required or permitted, and (3) that its work will conform with the terms and conditions of its agreement with the Owner. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and shall be removed and replaced at the Bidders cost and expense.

C. The representations set forth herein shall survive expiration and/or termination of the Bidders agreement with the Owner.

ARTICLE 3

BIDDERS CONSTRUCTION PROCEDURES

A. 1. The Bidder shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures required for the proper execution of its work. Where the bid specification makes reference to particular means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Bidders work, such reference is intended only to indicate that the Bidders work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Bidders work shall be the sole responsibility of the Bidder. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence or procedure shall be borne solely by the Bidder.

2. The Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.

B. The Bidder shall be responsible for coordinating the work of its own forces and the work of subcontractors engaged by it to perform the work on its behalf. The Bidder shall supply to its own work forces and subcontractors engaged by it to perform

portions of its work copies of the bid specification for the work to be performed by such individuals/entities on its behalf. The Bidder shall review any specified or installation procedure with its employees and/or subcontractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Bidder shall be responsible to the Owner for the acts and/or omissions of the Bidders employees, the Bidders Subcontractors, the Bidders material suppliers, and/or their respective agents and employees, and any other persons performing portions of the work on behalf of the Bidder.

C. The Bidder shall only employ labor in connection with its work capable of working harmoniously will all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by anyone employed or engaged by the Bidder to perform its portion of the work. There shall be no lockout by the Bidder. The Bidder shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance of a bidder involved in a labor dispute, all costs associated with creating that entrance shall be borne by the bidder involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

D. 1. If the Bidder has engaged the services of workers and/or subcontractors who are members of trade unions, the Bidder shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Owner, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

2. In case the progress of the work to be performed by the Bidder is affected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its agreement with the Owner because of a conflict involving any such labor agreement or regulation,

the Owner may require that other material or equipment of equal kind and quality be provided but in no case shall the amount of such change be charged by the Bidder to the Owner as an additional cost to perform the work.

3. The Bidder shall ensure that its work continues uninterrupted during the pendency of a labor dispute.

4. The Bidder shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes.

E. The Bidder shall enforce strict discipline and good order among the Bidders employees and its Subcontractors, work forces and other persons carrying out the performance of its work. The Bidder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any person to be hired or who is employed by the Bidder. Upon the request of the Owner, said person shall be removed and not again be assigned to perform the Bidders work without the written permission of the Owner.

F. The Bidder shall employ a competent; full-time superintendent to be approved by the Owner or its representative, and such necessary assistants who shall be in attendance at each site whenever and wherever work is in progress to provide for the expeditious completion of the work. To the extent work is being performed contemporaneously at different facilities, the Bidder shall assign different superintendents for each facility at which work is being performed. The superintendent(s) assigned by the Bidder shall not be changed except with the consent of Owner, unless the superintendent or such assistant proves to be unsatisfactory to the Bidder and/or ceases to be in its employ. The superintendent shall represent the Bidder, and communications given to the superintendent shall be as binding as if given to the Bidder. Oral communications to the superintendent(s) or his/her assistant(s) shall be confirmed in writing by the Owner. The Bidder shall forward to the Owner a copy of the resumes for each of its superintendents and their assistants. The Owner shall have the right to have any supervisory or management staff removed with or without cause.

G. The Bidders supervisory personnel, including superintendents and their assistants, shall be versed in the English language. In the event the

Bidders supervisory personnel, superintendents and/or their assistants are not versed in the English language, the Bidder shall employ the services of a full-time on-site interpreter to facilitate communications with such supervisory personnel, superintendents and/or assistants.

H. Prior to the commencement of work, the Bidder shall provide the Owner with:

1. A written list of the names, addresses and telephone numbers of the members of its organization who can be contacted in the event of an off-hours emergency at the building site, including cellular telephone numbers and personal/home telephone numbers.

2. A written list of subcontractors, sub-subcontractors, suppliers and vendors with names, addresses, telephone numbers, and descriptions of the work they shall perform or furnish.

3. The name, address and telephone number of the bonding company for the Bidder employed by the Bidder including the name, address and telephone number of each bonding company's primary contact representative.

I. The Bidder shall, if required by ordinances, laws, codes, rules and/or regulations of the governing agencies having jurisdiction, retain a licensed professional engineer to supervise the construction of the work.

J. 1. The Bidder shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work. If the Bidder fails to give such notices, it shall be liable for and shall indemnify and hold harmless (a) the Owner, its consultants, employees, officers and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder. The Bidder shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation.

2. The Bidder shall pay any costs or fees incurred in such compliance and any fines or penalties imposed for violation thereof and any costs or fees incurred by the Owner due to such violation. If the Bidder observes that portions of the

Contract Documents are at variance therewith, the Bidder shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification to the drawings and/or specifications.

3. If the Bidder performs Work knowing it to be contrary to laws, statutes, ordinances, and rules and regulations without such notice to the Owner, the Bidder shall assume full responsibility for such Work and shall bear the attributable costs and shall bear the total cost for correction of same.

4. If the Bidder fails to give such notices, it shall be liable for and shall indemnify and hold harmless (1) the Owner, its consultants, employees, officers and agents, and against any resulting fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder.

**ARTICLE 4
BIDDERS USE OF SITE**

A. The Bidder shall confine operations at the site to the areas at which construction is to be performed and to such areas permitted by law, ordinances, permits and as set forth in detail in the bid specifications.

B. General Safety and Security Standards:

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. 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.

C. The Bidder shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of the Bidders work shall be brought to and stored on the premises of the School District. After equipment is no longer required for its work, the Bidder shall promptly remove such equipment from the premises of the School District. The Bidder shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage, and all other

adversity.

D. The Bidders right to entry and use of the School District premises arises solely from the permission granted by the Owner pursuant to the agreement between the Bidder and the Owner. This permission shall be deemed to be withdrawn upon the termination of the Bidders agreement with the Owner.

E. 1. The Bidder shall be required to perform its work with no interruption to the School Districts operations, including its administrative and business operations. Any work which will interfere with the School Districts operations and/or which is to be performed when the School Districts facilities are in operation shall be performed on evenings and weekends. Additionally, the Bidder shall conduct its work in compliance with federal, state, county or local ordinances. All costs incurred by the Owner to make the facilities available during evening and weekends shall be borne by the Bidder. The Owner reserves the right to determine what work will interfere with its operations and said determination shall be final.

2. The Bidder may request access to the site during times beyond the work hours permitted. Approval is solely at the discretion of the Owner. If approval is given, the Bidder is responsible for paying all additional costs incurred by the Owner for providing the site to the Bidder during the additional time periods.

3. The Owner shall not be responsible for any overtime charges incurred by the Bidder. Any and all costs associated with work which is performed at hours requiring the payment of such overtime by the Bidder to its workers shall be the Bidders responsibility.

F. 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.

G. The Bidder shall provide all required temporary access walkways, both interior and exterior, and the like necessary to complete its work. The Bidder shall maintain an unobstructed condition at all entrances and/or exits from present buildings. No equipment, other than equipment with rubber tires, will be allowed on any existing or new pavement, UNLESS THE BIDDER HAS OBTAINED THE PRIOR

APPROVAL OF THE OWNER AND THE PAVEMENT HAS BEEN FIRST PROTECTED

WITH PLANKING OR BY OTHER MEANS APPROVED BY THE OWNER.

H. The Bidder and any entity for whom the Bidder is responsible shall not erect any sign on the premises of the School District without the prior written consent of the Owner, which may be withheld at the sole discretion of the Owner.

I. 1. Without the prior approval of the Owner, the Bidder shall not permit any workers to use any existing School District facilities, including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Employees, vehicles, and equipment of the Bidder and of all others engaged by the Bidder for the performance of its work shall enter onto the premises of the School District for which construction work is to be performed only at those locations designated or approved by the Owner.

2. The Bidder shall ensure that its work, at all times, is performed in a manner that affords reasonable access to both vehicles and individuals, to the premises of the School District and all adjacent areas. The Bidders work shall be performed, to the fullest extent possible, in such a manner that areas in and around the construction area shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation to any other provision of the agreement between the Bidder and the Owner, the Bidder shall use its best efforts to minimize any interference with the occupancy of areas, buildings, entrances, and parking areas in and around the premises at which work is being performed. Free access to fire hydrants and standpipe connections shall be maintained at all times during construction operations, and portable fire extinguishers shall be provided by the Bidder and made conveniently available throughout the construction site.

3. The Bidder, its employees, its Subcontractors and their employees or agents, and all others engaged by the Bidder in connection with the performance of its work are required to wear photographic identification badges at all times. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Bidder, its subcontractors or suppliers shall wear these badges while on school property. The information on these badges shall be as prescribed by the Owner. Each person seen without a photo identification badge (or otherwise failing to comply with this requirement in the opinion of the Owner)

shall be ordered to leave school property. No warnings shall be necessary. The Bidder(s) and their subcontractor(s) employing the offending person(s) shall be solely responsible for making-up and paying for any loss of production or required progress in the Work resulting from this action (including any claims by other Bidders dependent on the work of this Bidder). All parties agree that any action taken to enforce this requirement shall not be construed by any Bidder or its subcontractors or suppliers as the basis for a claim (for either time or money) for delay to the Work or to the Bidder, its Subcontractors, or Suppliers.

4. Without limitation of any other provision of the agreement between the Owner and Bidder, the Bidder shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the premises of the School District. The Bidder shall immediately notify the Owner in writing if during the performance of its work, the Bidder finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternative through which the same results intended by such portion of the rules and regulations can be achieved. The Owner may, in the Owners sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

J. No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on the grounds. The Bidder shall insure that none of its or its Subcontractors, its employees, agents, and/or consultant's report to the site impaired by alcohol or controlled substances. The Bidder bears the responsibility of determining if its, or its subcontractors, employees are in any way impaired and whether the safety of the public, the employees of other Bidders and their Subcontractor and the Owner are jeopardized.

K. The Bidders employees, representatives, agents and consultants, and all of its Subcontractors employees, representatives, agents and consultants at the site are to refrain from using indecent language. All doing so will be removed from the site. Artwork or decoration found on vehicles belonging to Bidder or Subcontractor employees parked on or near the school property which contain

indecent language or pictures shall either be covered or removed from the location.

L. The Bidders employees, representative, agents and consultants, and all of its Subcontractors employees, representatives, agents and consultants at the site are to wear shirts, long pants and proper footwear.

M. The Bidder shall be responsible for the control of chemical fumes, gases and other contaminants produced by welding, gasoline or diesel engines to ensure that they do not enter occupied portions of the building or air intakes.

ARTICLE 5 SUBCONTRACTORS

A. 1. As soon as practicable after receipt of Letter of Intent to Award, Notice to Proceed or other form of official notice of award of the Contract, but not more than thirty (30) days after receipt of official notice of award of the Contract, the Bidder shall furnish the Owner, in writing, with the name, trade and subcontract amount for each Subcontractor. Copies of all Subcontractor contracts, fully executed, are to be provided to the Owner, including but not limited to all addenda, appendices, and/or exhibits including scope of work sheets. All such subcontracts shall be submitted to the Owner within thirty (30) days of the Owners award of the contract to the Bidder.

2. Upon review of the Bidders list of Subcontractors, the Owner will advise the Bidder in writing stating whether or not the Owner, after due investigation, accepts or rejects, any proposed Subcontractor. Subcontractors will not be acceptable unless, when requested by the Owner, evidence is furnished that the proposed subcontractor has satisfactorily completed similar subcontracts as contemplated under this prime contract, and has the necessary experience, personnel, equipment, plant, and financial ability to complete the subcontract in accordance with the intent to the Documents. As verification of financial ability, the Owner reserves the right to request and receive up to five (5) years' worth of financial statements, bank references, bond/insurance company references and all other information required to assess financial ability.

3. If the Owner has reasonable objection to a person or entity proposed by the Bidder, the Bidder shall propose another to whom the Owner

have no objection. No increase in the Contract Sum shall be allowed where a sub-bidder is rejected by the Owner who is (1) deemed unqualified to perform the particular work subcontracted by the Bidder, (2) does not have the necessary experience, personnel, equipment, plant and financial ability to complete the subcontract, or (3) has a history of poor performance in work of similar nature. The Owners determination shall be final and binding on the Bidder and its Subcontractor and the Bidder hereby waives any and all claims it or its subcontractor might have against the Owner concerning the rejection of such Bidder and shall require its subcontractors to execute such similar waiver in its agreement with the Bidder.

4. The Bidder shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.

B. By appropriate agreement, the Bidder shall require each Subcontractor to be bound to the Bidder by terms of the Bidders agreement with the Owner, and to assume toward the Bidder all the obligations and responsibilities which the Bidder, by said agreement, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Bidders agreement with the Owner so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Bidder that the Bidder, by its agreement with the Owner, has against the Owner. However, the Subcontract agreement between the Bidder and Subcontractor shall not provide, nor shall this Agreement be deemed to provide any rights, remedies or redress by the Subcontractor(s) against the Owner. Where appropriate, the Bidder shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

C. The Bidder shall promptly notify the Owner of any material defaults by any Subcontractors and/or whether it has terminated its agreement with any of its subcontractors for any reason.

D. The Bidder hereby assigns all of its rights in its agreements with its Subcontractor(s) and hereby does assign, transfer and set over to the Owner all of its rights and/or interests in its agreements with its Subcontractor(s), but only in the event of termination of the Bidders agreement with the

Owner pursuant to Article 17, paragraph A of these General Conditions of the Contract for Construction and only to the extent the Owner implements its rights to take such assignment of contract by notifying the Subcontractor in writing of its intention to do so. Such an assignment is subject to the prior rights of the surety, if any, obligated to the Owner pursuant to a performance bond submitted in connection with the Bidders work.

E. If the Work in connection with a subcontract has been suspended for more than ninety (90) days after termination of the Contract by the Owner and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall not be adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension.

F. All subcontracts over \$5,000 shall be in writing.

**ARTICLE 6
BIDDERS USE OF SPECIFICATIONS**

A. The Agreement between the Owner and Bidder, and all documents incorporated therein by reference, including but not limited to, the bid specifications shall be signed by the Bidder and the Owner.

B. Unless otherwise stated in the agreement, words and abbreviations which have well-known technical or construction industry meanings are used in the agreements in accordance with such recognized meanings.

C. The Bidder shall be responsible for securing and maintaining for the duration of the contract: all permits, P.E. Licenses, connection fees, inspections, etc. applicable to, or customarily secured for the work. This provision includes any permits to be issued in the name of the Bidder required for the work. Originals of all permits are to be issued in the name of the Bidder as required for the work. The Bidder shall furnish the Owner with original copies of all permits prior to the commencement of the work and shall prominently display a copy of all permits at a location approved by the Owner.

D. Equivalents. In the Specifications, one or more kinds, types, brands, or manufacturers or materials are regarded as the required standard of quality and are presumed to be equal. The bidder may select one of these items or, if the bidder desires to use any kind type, brand, or manufacturer or material other than those named in the specifications, they shall

indicate in writing, and prior to award of contract, what kind, type, brand or manufacturer is included in the base bid for the specified item. The Bidder shall follow the submission requirements for substitutions as set forth in Article 6.X(1)(2)(3) and (4) below.

E. 1. Substitutions. If the Bidder desires to substitute any kind, type, brand, or manufacturer of material other than those named in the Specifications, the Bidder shall request in writing that it be permitted to make a substitution for the specified manufacturer or materials and shall indicate the following:

a. For which specified material or equipment the request for substitution is being made.

b. What kind, type, brand, or manufacturer is sought to be substituted for the specified items.

c. Written documentation evidencing that the substituted material or equipment meets or exceeds the specifications for materials and/or equipment set forth in the bid specifications. Such documentation shall include a full explanation of the proposed substitution, together with a submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution. All such data shall be provided to the Owner at the Bidder's sole expense. The Bidders written explanation shall also include a list of reasons the substitution is advantageous and necessary, including the benefits to the Owner in the event the substitution is acceptable. Additionally, the Bidder shall submit to the Owner information describing in specific detail how the proposed substituted product differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner.

2. By making said requests in conformance with procedures established herein and elsewhere in the Project Manual, the Bidder:

a. Represents that a representative of it has personally investigated the proposed substitute product and has determined that it is equal to or superior in all respects to that specified.

b. Represents that the warranty for the substitution will be the same, or greater than, that applicable to the specified product.

c. Certifies that the cost data is complete and includes all related costs under this contract,

including engineers to implement said substitution and waives any and all claims for additional costs related to the substitution which subsequently become apparent.

d. Represents that it will coordinate the installation of the accepted substitute, making all such changes to the drawings effected by the change, as may be required for the work to be complete in all respects.

e. An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Bidder accepts the warranty and correction obligations in connection with the proposed substitution; and the proposed substitution will have no effect on the construction schedule.

3. Proposals for substitutions shall be submitted in triplicate to the Owner in sufficient time to allow the Owner no less than ten (10) working days for review.

4. No substitutions will be considered or allowed without the Bidder's submittal of complete substantiating data and information as stated hereinbefore.

5. All proposed substitutions shall be submitted to the Owner within twenty-one (21) days of the award of the contract to the Bidder. *(This provision 6(W)(5) shall not apply to equivalents.)*

**ARTICLE 7
BIDDERS SAFETY/SECURITY PROGRAM**

A. 1. The Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its work. Prior to beginning any work, the bidder shall submit a copy of its corporate safety plan to the Owner. The Bidder shall make the participation of its subcontractors in its safety program mandatory. A list of key personnel, with addresses and telephone numbers for emergency purposes shall be forwarded to the Owner. The Owner shall establish a fire coordination procedure and shall forward same to the Bidder for its use during the performance of its work.

2. The Bidder and its subcontractors shall conduct their operation in accordance with the Safety Guides for Construction as issued by the SED, and, the Bidders' Safety Program.

3. All safety equipment including hard hats and weather protective gear required for the Bidder to perform its work are to be supplied by the Bidder and/or its subcontractors. Within the designated construction areas, the Bidders employees, superintendents, and/or other agents, and its subcontractors, employees, superintendents, and/or other agents are required to wear hard hats and other required and/or essential safety equipment. Each person seen without a hard hat, or otherwise failing to comply with this requirement, will be ordered to leave the site. No prior warnings will be given by the Owner. The Bidder and its subcontractors shall be solely responsible for making up and paying for any loss of production or required progress resulting from the removal of personnel from the site as set forth herein including any costs incurred by the Owner in connection with the work of other bidders.

4. The Bidder and its subcontractors shall provide blankets and auxiliary fire protection as part of its construction safety program to prevent damage to adjacent work or materials as a result of its welding or burning operations. Additionally, as part of its construction safety program, the Bidder and its subcontractors shall provide a fire watch, with a fire extinguisher, which is acceptable to the Owner.

5. The Owner reserves the right to have all operating equipment periodically inspected by an independent inspector whose finding will be binding. The Bidder, at its own expense, must make corrections within two (2) working days of receiving a written report.

6. All flagmen required for deliveries to the site are to be furnished by the Bidder or its Subcontractors.

B. The Bidder shall schedule safety meetings regularly and each of its subcontractors must be properly represented at such meetings. The Bidder shall designate a responsible member of the Bidder's organization at the site whose duty shall be the prevention of accidents. This person shall be the Bidder's superintendent unless otherwise designated by the Bidder in writing to the Owner. The Bidder shall take all necessary steps to prevent its employees from disturbing and/or damaging the facility and shall be responsible for preventing the escape of fires set in connection with the construction. The Bidder shall notify its employees and subcontractors of the location of the nearest fire alarm box at all locations where the work is in

progress. On a weekly basis, the Bidder shall submit to the Owner minutes of its safety meetings, which minutes shall include a list of the individuals present at such meetings.

C. The Bidder and each of its subcontractors shall conduct its/their operation in accordance with all applicable laws, regulations and order of local, state and federal governments. The Bidder agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.

D. The Bidder shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

E. The Bidder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for security and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

F. The Bidder shall take reasonable precautions for the safety and protection of employees at the site and other person who may be affected by its work, including but not limited to students, staff, employees and agents of the Owner.

G. The Bidder shall protect and secure its work and the materials and/or equipment to be utilized in connection with its work, whether stored on or off the site and whether in its care, custody and control or that of its Subcontractors, subcontractors to its subcontractors, or material suppliers.

H. The Bidder shall take all steps necessary to protect all property at or adjacent to the site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

I. 1. When use or storage of hazardous materials or equipment or unusual construction methods are necessary to perform its Work, the Bidder shall obtain the Owner's consent for the use of such materials, equipment or unusual

construction methods. In the event the Owner determines that the use of such hazardous material or equipment or unusual construction methods can be performed by the Bidder with alternative means, methods and/or techniques, the Bidder shall employ such alternate means of prosecuting its work at no additional cost to the Owner.

2. In the event the Owner approves the use or storage of such hazardous materials, equipment or unusual construction methods, the Bidder shall provide for the Owners use a full set of safety instructions relating to all such materials. Additionally, when the Owner approves the use of storage of such hazardous materials, equipment and or unusual construction methods, the Bidder shall exercise the highest degree of care and carry on such activities under supervision of properly qualified personnel.

3. Transportation, storage, and use of explosives shall be in strict accordance with all local, state and federal regulations, statutes, and requirements. All safety precautions as set forth in the Manual of Accident Prevention in Construction published by the Associated General Bidders of America, Inc. shall be observed.

J. When all or a portion of the Bidders work is suspended for any reason, the Bidder shall securely fasten down all coverings and protect the work, as necessary, from injury by any cause.

K. The Bidder shall promptly remedy damage and loss to all property of the Owner, or adjacent to the Owners property (other than damage or loss covered by insurance) caused in whole or in part by the Bidder, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Bidder.

L. The Bidder shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, person injury, or property damage, giving full details and statements or any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

M. In an emergency affecting safety of persons or property, the Bidder shall act, at the Bidder's discretion, to prevent threatened damage, injury or loss.

N. Any and all fines or citations levied against the Owner, due to the failure of the Bidder to comply with regulations of any governing authority, shall be paid for by the Bidder. This shall include any interest or late charges which accrue due to the Bidders failure to remit payment upon receipt of such levies.

O. The Bidder shall indemnify and hold harmless the Owner from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Bidder or any subcontractor or any person or firm directly or indirectly or indirectly employed by such Bidder, with respect to violations of OSHA requirements, rules and/or regulations.

P. The Bidder acknowledges that the Labor Law of the State of New York, and regulations adopted thereunder, place upon both the Owner and Bidder certain duties and that liability for failure to comply therewith is imposed on both the Owner and Bidder regardless of their respective fault. The Bidder hereby agrees that, as between the Owner and the Bidder, and to the extent permitted by law, the Bidder is solely responsible for compliance with all such laws and regulations imposed for the protection of persons performing the Contract.

Q. The Bidder shall indemnify and hold harmless the Owner of and from any and all liability for violation of such laws and regulations and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Bidder shall fail to refuse to defend any such action, the Bidder shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Bidder.

R. The Bidder and its subcontractors shall indemnify and hold harmless the Owner from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Bidder or any subcontractor or any person or firm directly or indirectly employed by such

Bidder, for the act and/or omissions of any Bidder or Subcontractor that resulted in an incident and/or accident causing personal injury and/or property damage.

S. The Owner will not assume any responsibility for the safe operation of any cranes or equipment by exercising this right. The Bidder and its subcontractors shall cooperate with the inspector by allowing time for inspection. The Bidder will be notified 24 hours prior to the time of the actual inspection. The Bidder is obligated to perform all engineering, obtain permits, and to have all hoisting equipment inspected as required by OSHA, Village, Town, County, State, and Federal regulations as well as any other agency having jurisdiction. Copies of all inspection reports and certificates must be transmitted to the Owner as soon as possible.

ARTICLE 8 PAYMENTS

A. 1. Prior to commencing its work, the Bidder shall submit to the Owner, a schedule of values which allocates the amount of money it has allocated in its bid price for the following items of work which are applicable to the Bidders work.

2. Any schedule of values which fails to include sufficient detail, is unbalanced or exhibits Afront loading@ of the value of the Bidders work will be rejected. Furthermore, if the schedule of values has been approved by the Owner and is subsequently used, but later is found by the Owner to be improper for any reason, sufficient funds shall be withheld from the Bidders future applications for payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Bidders work.

3. The Schedule of Values prepared by the Bidder must be approved by the Owner prior to the payment of any sums due the Bidder.

B. 1. The Bidder shall submit its applications for payment to the Owner on a periodic basis. The form shall reflect in separate line items for the work:

a. Total value of the work listing labor and material separately

b. Percentage of work completed at the time of submission of the application for payment

c. Value of the work completed at the time of submission of the application for payment

d. Percent of previous amount billed

e. Previous amount billed

f. Current percent completed.

- g. Value of work completed to date
- h. Percent remaining to be completed by the Bidder; and
- i. Value of work remaining to be completed by the Bidder

2. The Owner shall review the application for payment submitted by the Bidder and shall advise the Bidder of any adjustments to be made thereto. The Owner may make such adjustments under the following circumstances:

- a. the Bidders failure to remedy defective work.
- b. the filing of third-party claims or reasonable evidence that there is a probability that such claims will be filed.
- c. receipt by the Owner of a notice of withholding from the New York State Department of Labor or other administrative agencies having jurisdiction.
- d. the Bidders failure to make proper payments to its subcontractors or material suppliers for labor, materials and/or equipment.
- e. reasonable evidence that the Bidder will not complete its work for the unpaid balance of the remaining monies on its contract.
- f. damages caused to the Owner or another bidder as a result of the Bidders performance of its work.
- g. reasonable evidence that the Bidder will not complete its work in accordance with its agreement with the Owner, and/or that the remaining monies available on the Bidders contract will not be sufficient to cover actual or liquidated damages for the anticipated delay.
- h. the Bidders failure to carry out its work in accordance with the contract drawings and/or specifications.
- i. such other acts and/or omissions by the Bidder in connection with the performance of its work.
- j. The amount requested exceeds the percent completion of work on the site.

3. After any such adjustments are made to the Bidders application for payment, the Bidder shall submit four (4) copies of the final draft of its application for payment to the Owner, which shall be accompanied by the following documentation:

- a. A current Bidder's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Bidder has entered into

subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor and material suppliers in the requested progress payment and the amount to be paid to the Bidder from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;

- b. Duly executed waivers of public improvement liens from all Subcontractors and material suppliers and lower tiered Subcontractors or material suppliers establishing payment or satisfaction of payment of all amounts requested by the Bidder on behalf of such entities or persons in any previous Application for Payment; and AIA Form G706 or G706A.

c. Certified payroll for employees of the Bidder and employees of subcontractors performing work.

d. Copies of invoices submitted to the Bidder by its subcontractors and/or material suppliers.

e. Such other information which the Owner request the Bidder furnish in connection with its application for payment.

4. Upon submission of its application for payment, the Bidder represents that it is entitled to payment in the amount for which it seeks payment.

5. The Owner shall make payment to the Bidder within forty-five days of receipt of the Bidders invoice for services.

6. Upon receipt of payment by the Owner, the Bidder shall promptly make payment to each of its subcontractors and/or material suppliers for which it has received payment from the Owner. This provision does not obligate the Owner to ensure payment to the Bidders subcontractors and/or material suppliers.

7. a. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Bidder an amount equal to 150% of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions set forth in Article 12 of these General Conditions.

b. The Owner may release any payment withheld due to the filing of a public improvement lien if the Bidder obtains security

acceptable to the Owner or a lien bond which is: (1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less the 150% of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Bidder. By posting a lien bond or other acceptable security, however, the Bidder shall not be relieved of its obligations pursuant to these General Conditions, including but not limited to the indemnity provisions set forth in Article 12 of these General Conditions.

C. If the Owner is entitled to reimbursement or payment from the Bidder under or pursuant to its agreement with the Owner, including but not limited to these General Conditions of the Contract for Construction, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained herein to the contrary, if the Bidder fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Bidder or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Bidder from the Owner, or (2) issue a written notice to the Bidder reducing the Bidders contract sum by an amount equal to that which the Owner is entitled.

D. The Bidder may not assign any monies due or to become due to it pursuant to its agreement with the Owner without the Owners written consent. Any such assignment shall be in a form acceptable to the Owner. If the Bidder attempts to make such an assignment without such consent from the Owner, the Bidder shall nevertheless remain legally responsible for all obligations under its agreement with the Owner.

**ARTICLE 9
INSURANCE REQUIREMENTS**

A. The 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 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. Workers Compensation Coverage

Statutory

Extensions

Voluntary Compensation
All states coverage employers
Employer's liability - unlimited

2. Commercial General and Umbrella Liability

Coverage

Occurrence using ISO
occurrence Form
CG 00 01 07 98 or later form

Limits Per Project

General Aggregate
\$2,000,000.00

Products – Completed/Operations
\$1,000,000.00

Personal & Advertising Injury
\$1,000,000.00

Fire Damage (any one fire)
\$50,000.00

Medical Expenses (any one person)
\$10,000.00

Umbrella - \$2,000,000.00

3. Automobile Liability

(All Vehicles hired or non-hired)
\$1,000,000.00 per accident

Coverage shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

B. The insurance required to be procured by the Bidder pursuant to paragraph A of this Article 10 shall be purchased from and maintained by an insurance carrier licensed to do business in the State of New York, with an A.M. Best rating of secured or better. The Bidder must submit the Certificate of Insurance to the Owner for approval prior to the commencement of any work.

C. All insurance coverage to be provided by the Bidder pursuant to paragraph A of this Article 10 shall include a cancellation notice to the Owner of at least thirty days.

D. All insurance coverage to be provided by the Bidder shall name the Owner as additional insured on the policy. Additionally, the insurance coverage to be provided by the Bidder pursuant to paragraph A of this Article 10 shall state that the Bidders coverage shall be the primary coverage for the Bidders work.

E. In the event that any of the insurance coverage to be provided by the Bidder to the Owner contains a deductible, or the insurance provided by the Owner contains a deductible, the Bidder shall indemnify and hold the Owner harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Bidder.

F. The Bidder acknowledges that its failure to obtain or keep current the insurance coverage required by paragraph A of this Article 10 shall constitute a material breach of contract and subjects the Bidder to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, the Bidder shall be responsible for the indemnification to the Owner of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.

G. The Bidder shall require all subcontractors to carry similar insurance coverage and limits of liability as set forth in paragraph A of this Article 10 and adjusted to the nature of subcontractors' operations and submit same to the Owner for approval prior to start of any work. In the event the Bidder fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Bidder shall indemnify, defend, and hold harmless the Owner and their agents or employees from any and all claims for which the required insurance would have provided

coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

H. The Bidder assumes responsibility for all injury or destruction of the Bidders materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work, and personal property of Bidders employees from whatever cause arises. Any policy of insurance secured covering the Bidder or Subcontractors leased or hired by them and any policy of insurance covering the Bidder or Subcontractors against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against the Owner for any loss or damage to such property.

I. The Owner in good faith may adjust and settle a loss with the Bidders insurance carrier.

J. The Owner and Bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any insurance policy procured pursuant to paragraph A of this Article 10 or other property insurance applicable to the Bidders work.

K. Before commencement of its work, the Bidder shall obtain and pay for such insurance as may be required to comply with the indemnification and hold harmless provisions outlined under Article 12 of these General Conditions.

ARTICLE 10 REQUIRED BONDS

A. The Bidder shall furnish a Performance Bond and Labor and Material Payment Bond meeting all statutory requirements of the State of New York.

B. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

C. Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.

D. Bonds shall be executed by a responsible surety licensed to do business in New York with an A.M. Best Rating of "A-" or better as to Policy Holder Ratings, and "IX" or better as to "Financial Size Category." Such bonds shall remain in effect

for a period not less than two (2) years following final completion of the work by the Bidder.

E. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as amended.

F. 1. A Bid Bond or certified check in the full amount of the calculated low bid price should be included with the bid submittal package.

2. A Performance Bond for a flat amount of \$10,000 naming all of the participating school districts in the cooperative should be submitted immediately after award of bid. Alternatively, a certified check payable to West Hempstead UFSD for \$10,000 will be accepted.

F. Every Bond must display the Surety's Bond Number.

G. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity.

H. A rider including the following provisions shall be attached to each Bond:

1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Bidder to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Bidder under the Contract, the Bidder or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner, and the Owner shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such

Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to Lender and the Owner.

I. The Bidder shall deliver the required bonds to the Owner prior to beginning activity at the site, but no later than 7 days after execution of the Contract.

J. The Owner may, in the Owner's sole discretion and without prior notice to the Bidder, inform surety of the progress of the Bidders work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Bidders work.

K. If the surety on any Bond furnished by Bidder is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state or it ceases to meet the requirements of this Article, the Bidder shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the Owner.

**ARTICLE 11
INDEMNIFICATION**

A. The Bidder and its subcontractors shall indemnify and hold harmless the Owner and all their employees, agents or servants or any third parties from and against any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses, including but not limited to attorneys' fees, which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Bidder or any of its subcontractors or any person or firm directly or indirectly employed by such Bidder, for the act(s) and/or omission(s) of any Bidder or Subcontractor that resulted in an incident and/or accident causing personal injury and/or property damage.

B. To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Owner, its agents and employees of any of them from and against claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from performance of its work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction, of

tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Bidder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph B. The Bidder's indemnity obligations under this Paragraph B shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, its agents and employees of any of them under any applicable statute, rule or regulation including the New York Statute, Occupational Safety and Hazardous Act, and the Federal Occupational Safety and Hazardous Act. In claims against any person or entity indemnified under this Paragraph B by an employee of the Bidder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph B shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Bidder or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Bidder shall be liable for and shall indemnify and hold harmless the Owner, its consultants, employees, officers and agents, against any fines, penalties, judgments, or damages, including reasonable attorney's fees, imposed on or incurred by the parties indemnified hereunder which are incurred as a result of the Bidders failure to give the notices required by Article 6(T) of these General Conditions.

D. The Bidder shall indemnify and hold harmless the Owner of and from any and all liability for violation of any laws and regulations applicable to the Bidders work and shall defend any claims or actions which may be brought against the Owner as the result thereof. In the event that the Bidder shall fail to refuse to defend any such action, the Bidder shall be liable to the Owner for all costs of the Owner in defending such claim or action and all costs of the Owner, including attorney's fees, in recovering such defense costs from the Bidder.

ARTICLE 12 DEFICIENT AND INCOMPLETE WORK

A. The Owner will have the authority to reject work performed by the Bidder which does not conform to the requirements of the drawings and/or specifications.

B. The Owner shall have the authority to require additional inspection or testing of the Bidders work whether or not such work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Bidder, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work to have performed additional inspection or testing of the work.

C. The Bidder shall promptly correct work rejected by the Owner or failing to conform to the requirements of its contract with the Owner, whether observed before or after completion of the work by the Bidder and whether or not installed or completed. The Bidder shall bear the all costs of correcting such rejected work. If prior to the date of completion, the Bidder, a Sub-bidder or anyone for whom either is responsible uses or damages any portion of the Work or premises, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Bidder shall cause such item to be restored to "like new" condition at no expense to the Owner.

D. If the Bidder (1) fails to correct work which is not in accordance with the requirements of its agreement with the Owner, or (2) fails to carry out its work in accordance with the requirements of its agreement with the Owner, or (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the work within the contract time, or (4) fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property by anyone claiming by, though, or under the Bidder, or (5) disregards the instructions of the Owner may order the Bidder to stop its work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the

part of the Owner to exercise this right for the benefit of the Bidder or any other person or entity. This right shall be in addition to, and not in restriction of, other rights the Owner may have pursuant to these General Conditions or at law.

E. 1. If the Bidder defaults or neglects to carry out its work in accordance with its agreement with the Owner and fails within a three (3) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deduction from payments then or thereafter due the Bidder the cost of correcting such deficiencies. If payments then or thereafter due the Bidder are not sufficient to cover such amounts, the Bidder shall pay the difference to the Owner.

2. Where the Bidders default and/or neglect to carry out its work in accordance with its agreement with the Owner threatens the health, safety and/or welfare of the occupants of the school district's facilities and/or threatens the structural integrity and/or preservation of the school district's facilities, the Owner may proceed to carry out the Bidders work upon twenty-four (24) hours' notice of its intention to do so to the Bidder.

F. If the Owner prefers to accept work which is not in accordance with the terms and conditions of the agreement between the Owner and the Bidder, the Owner may, in its discretion, accept such work and reduce the Bidders contract sum accordingly.

**ARTICLE 13
FINAL COMPLETION AND CLOSEOUT**

A. 1. If within two (2) years after the date of completion of the Bidders work or designated portion thereof, or after the date for commencement of warranties established pursuant to these General Conditions, or by terms of in applicable special warranty required by the agreement between the Owner and the Bidder, any of the Work is found to be not in accordance with the requirements of said agreement, the Bidder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Bidder a written acceptance of such condition. This period of two (2) years shall be extended with respect to portions of the Bidders work first performed after

Substantial Completion by the period of time between Substantial Completion and the actual performance of such work. The obligation set forth hereunder shall survive acceptance by the Owner of the Bidders and/or termination of the Bidders agreement with the Owner. The Owner shall give such notice within a reasonable period of time after discovery of the condition.

2. The Bidder shall, within a reasonable time after receipt of written notice thereof, but in no event no later than seventy-two (72) hours after receipt of such notice, commence to correct, repair, and make good any defects in its work.

3. The obligations of the Bidder pursuant to this paragraph shall cover any repairs to or replacement of work affected by the defective work.

**ARTICLE 14
RELEVANT STATUTORY PROVISIONS**

A. The Bidder acknowledges that its work is governed by the provisions of Section 101 of the General Municipal Law of the State of New York.

B. In accordance with Section 220-E of the Labor Law of the State of New York, it is agreed that:

1. In the hiring of employees for the performance of this contract or any sub-bidder hereunder, no bidder, sub-bidder, nor any person acting on behalf of such bidder or sub-bidder shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

2. No bidder, sub-bidder, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin.

3. There may be deducted from the amount payable to the Bidder a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.

4. This Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

5. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.

6. The successful Bidder shall conform to the guidelines spelled out in the Nassau-Suffolk Affirmative Action Program.

C. The Bidder and each of its subcontractors shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of the Bidder's work and shall comply with all requirements governing its payments to its employees as set forth in Labor Law, section 220 et seq of the New York State Labor Law.

D. The Bidder shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The Bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the Owner, Owner's agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.

E. This Contract shall be void if the Bidder fails to install, maintain, and effectively operate appliances and methods for the elimination of harmful dust when a harmful dust shall have been identified in accordance with Section 22-1 of the Labor Law of the State of New York.

F. No smoking is allowed anywhere on school property per New York State and County law. Violators are subject to a \$1,000 fine and/or banishment from the property.

G. Applicable codes and standards for material furnished and work installed shall include all state laws, local ordinances, requirements of governmental agencies having jurisdiction, and applicable requirements.

H. Wherever in the specifications reference is made to ANSI or ASTM Standards, Federal Specifications, Consumer Product Standards, or similar recognized standards, the latest edition of the respective publishing agency in effect at the date of "Bid Issuance" shall be accepted as establishing the technical requirements for which compliance is required.

I. The Owner shall be entitled to request of Bidder or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of its agreement in the event (1) an order for relief is entered on behalf of the Bidder pursuant to Title 11 of the United States Code, (2) any other similar order is entered under any other debtor relief laws, (3) the Bidder makes a general assignment for the benefit of its creditors, (4) a receiver is appointed for the benefit of its creditors, or (5) a receiver is appointed on account of its insolvency. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner to terminate the Contract in accordance with Article 17 hereof. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Owner shall be entitled to proceed with the Bidders work with its own forces or with other bidders on a time and material or other appropriate basis, the cost of which will be back charged against the Bidder.

**ARTICLE 15
TERMINATION OR SUSPENSION**

- A. 1. The Owner may terminate the Bidders agreement in the event the Bidder:
- a. refuses or fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work in a diligent, efficient, timely, workmanlike, skillful, and careful manner.
 - b. refuses or fails to correct deficient work performed by it.
 - c. fails to make prompt payments to subcontractors for labor, materials, and/or equipment in accordance with the respective agreements between the Bidder and the Subcontractors.
 - d. disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction.
 - e. disregards the instructions of the Owner.
 - f. is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Bidder's creditors, or a trustee or receiver is appointed for Bidder or for any of its property, or files a petition to take advantage of any debtor's act or to

reorganize under bankruptcy or similar laws; or
g. fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Bidder's ability to complete the Work in compliance with all the requirements of the Contract Documents; or

h. fails after commencement of the Work to proceed continuously with the completion of the Work for more than ten (10) days.

i. fails to keep the site free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity.

j. or otherwise does not fully comply with the Contract Documents.

2. When any of the above reasons exists, may without prejudice to any other rights or remedies of the Owner, terminate employment of the Bidder upon three (3) days written notice and may, subject to any prior rights of the surety:

a. take possession of the site and of all materials, equipment, tools, and equipment and machinery thereon owned by the Bidder.

b. take possession of materials stored off site by the Bidder.

c. take assignments of the Bidders subcontractors in accordance with these General Conditions.

d. finish the Work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Subparagraph 1 hereof, the Bidder shall not be entitled to receive further payment until the completion of the Bidders work. If the Owners costs to complete the Bidders work, the Bidder shall be liable to the Owner for such excess costs. This provision shall survive termination of the Bidders agreement with the Owner.

B. 1. In addition to the Owner's right to carry out the work of the Bidder pursuant to its agreement with the Bidder, the Owner may at any time, at will and without cause, terminate any part of the Bidders work or all of the Bidders remaining work for any reason whatsoever by giving three (3) days' written notice to Bidder, specifying the portion of the

Bidders work to be terminated and the effective date of termination.

2. Upon receipt of a notice of termination for convenience, the Bidder shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

a. cease operation as specified in the notice;

b. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract.

c. terminate all subcontracts and orders to the extent they relate to the Work terminated,

d. proceed to complete the performance of the remaining work on its contract which has not been so terminated; and

e. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.

3. The Bidder shall continue to prosecute that portion of its work which has not been terminated by the Owner pursuant to this paragraph. If the Bidders work is so terminated, the Owner shall not be liable to the Bidder by reason of such termination except that the Bidder shall be entitled to payment for the work it has properly executed in accordance with its agreement and prior to the effective date of termination (the basis for such payment shall be as provided in the Contract) and for costs directly related to work thereafter performed by Bidder in terminating such Work, provided such work is authorized in advance by the Owner. No payment shall be made by Owner, however, to the extent that such work is, was, or could have been terminated under the Bidders agreement with the Owner.

4. In case of a termination pursuant to this paragraph B, the Owner shall make any required adjustment to the sum of contract monies remaining to be paid to the Bidder. The Owner shall be credited for (1) payments previously made to the Bidder for the terminated portion of the Work, (2) claims which the Owner has against the Bidder under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Bidder that are part of the Contract Sum; multiplied by 15% representing the Bidders overhead and profit.

5. For the remaining portions of the Bidders work which have not been terminated pursuant to this paragraph B, the terms and conditions of the Bidders agreement with the Owner shall remain in full force and effect.

6. Upon termination of the Bidders work or a portion of the Bidders work pursuant to this paragraph B, the Bidder shall recover as its sole remedy, payment for work which it has properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the site, delivered and stored in accordance with the Owner's instructions. The Bidder hereby waives and forfeits all other claims for payment and damages, including, without limitation, overhead and profit related to work terminated by the Owner pursuant to this paragraph B.

C. 1. In addition to Owner's right to suspend, delay, or interrupt Bidder from proceeding with any portion of its work pursuant to the terms and conditions of its agreement with the Owner, the Owner may at any time, at will and without cause suspend, delay, or interrupt any part of the Bidders work or all work for any reason whatsoever for such period of time as the Owner may determine by giving three (3) days' prior written notice to Bidder, specifying that portion of the Bidders work which is to be suspended, delayed, or interrupted, and the effective date of such suspension, delay, or interruption, as the case may be.

2. The Bidder shall continue to prosecute that portion of its work which has not been suspended, delayed, or interrupted, and shall properly protect and secure the portion of its work so suspended, delayed or interrupted.

3. The Owner shall incur no liability to Bidder by reason of such suspension, delay, or interruption except that Bidder may request an extension of its time to complete its work in accordance with Article 8 hereof.

ARTICLE 16 CLAIMS AND DISPUTES

A. Definition. A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other

relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Bidder arising out of or relating to the Contract.

B. Time Limits on Claims. Claims by the Bidder must be made within thirty (30) days after occurrence of the event giving rise to such Claim, or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is earlier. Claims must be made by written notice. An additional Claim made after the initial Claim has been decided by the Owner will not be considered unless submitted in a timely manner. Failure of the Bidder to give timely notice of claim shall constitute waiver of the claim. Claims must be made by written notice to the Owner. The responsibility to substantiate Claims shall rest with the Bidder.

C. Pending final resolution of a Claim, unless otherwise agreed in writing, the Bidder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

D. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Contract Documents, then notice by the Bidder shall be given to the Owner promptly before conditions are disturbed and in no event later than five (5) days after first observance of the conditions; and, (3) in the case of a condition at the site which involves a hazardous or toxic substance, as those terms are defined by OSHA or AHERA, notice to the Owner shall be given immediately upon discovery of such hazardous or toxic substance. The Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Bidder's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both.

ARTICLE 17 MISCELLANEOUS PROVISIONS

A. The agreement between the Owner and the Bidder shall be governed by the law of the place where the work to be performed is located; venue to be in the County in which the School District is located.

B. Historical lack of enforcement of any law, local or otherwise, shall not constitute a waiver of Bidder's responsibility for compliance with such law in a manner consistent with its agreement with the Owner unless and until the Bidder has received written consent for the waiver of such compliance from the Owner and the Agency responsible for the enforcement of such law.

C. All notices to be given hereunder shall be in writing and may be given, served, or made (1) by depositing the same for first class mail delivery in the United States mail addressed to the authorized representative of the party to be notified; (2) by depositing the same in the United States mail addressed to the authorized representative of the party to be notified, postpaid and registered or certified with return receipt requested; (3) by depositing the same for overnight delivery (prepaid by or billed to the party giving notice) with the United States Postal Service or other nationally recognized overnight delivery service addressed to the authorized representative of the party to be notified; or (4) by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail by certified mail or overnight delivery in accordance with the provisions hereof shall be effective from and after the fourth (4th) day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth herein below. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

D. Except as expressly provided in the agreement between the Owner and the Bidder, duties and obligations imposed by such agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or in equity or by other agreement, and such rights and remedies shall

survive acceptance of the Bidders work and/or any other termination of the Bidders agreement with the Owner.

E. No action or failure to act by the Owner or Bidder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

F. The headings denoting the separately numbered Articles of these General Conditions are specifically set forth for reference purposes only and are not in any way to be deemed explanatory of or limiting of the contents of any paragraph or subparagraph. Furthermore, said headings are not to be deemed part of this Agreement for purposes of interpretation, litigation or as defining or limiting the rights or obligations of the parties.

G. In case any provision of this Agreement should be held to be contrary to, or invalid, under the law of any country, state or other jurisdiction, such illegality or invalidity, shall not affect in any way, any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

H. The rights stated in these General Conditions and the documents which form the agreement between the Owner and the Bidder are cumulative and not in limitation of any rights of the Owner at law or in equity.

I. In the event the Owner commences legal proceedings against the Bidder, or same is commenced against the Owner by the Bidder, the Bidder shall be liable to the Owner for the expenses incurred by the Owner in connection with said proceeding in the event the Owner is the prevailing party. Said expenses shall include reasonable attorneys' fees, costs, interest, penalties, and/or witness fees.

J. The Owner shall not be responsible for damages or for loss of anticipated profits on work not performed on account of any termination of the Bidder by the Owner or by virtue of the Owners exercise of its right to take over the Bidders work pursuant to its agreement with the Bidder.

K. The Owner shall not be liable to the Bidder for punitive damages on account of any its termination of the Bidder or any other alleged breach of the agreement between it and the Bidder

and the Bidder hereby expressly waives its right to claim such damages against the Owner.

L. The Bidder hereby expressly waives any rights it may have in law or in equity to lost bonding capacity as a result of any of the actions of the Owner taken in connection with the Bidders work.

M. Upon determination by legal means (e.g. court action, etc.) that termination of Bidder pursuant to Article 17.A.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Article 17.B.1 and Bidder's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Article 17.B.1.

N. The Bidder agrees not to assign, transfer, convey or sublet or otherwise dispose of this Contract or his right, title and interest therein or his power to execute such Contract, to any other person, firm or corporation without the previous consent in writing of the Owner.

WEST HEMPSTEAD COOPERATIVE BID

ASPHALT, CONCRETE, DRY WELL, AND PARKING LOT SWEEPING

1. SCOPE OF WORK:

The contractor shall furnish all labor, material, tools, supervision, security, and equipment necessary for the following categories of work covered under this bid:

- a) Installation of an asphalt surface over an existing paved area.
- b) Installation of a new asphalt paved parking area.
- c) Installation of a heavy-duty asphalt paved parking area.
- d) Installation of new asphalt paved non-parking area (ramps, walks, play area).
- e) Installation of asphalt speed bumps.
- f) Repair of potholes in asphalt paved areas.
- g) Seal coat of asphalt paved areas.
- h) Line striping for car parking, crossings, and all related needs.
- i) Installation of concrete sidewalks.
- j) Installation of concrete aprons.
- k) Installation of concrete curbs.
- l) Installation of dry wells and traffic bearing covers.
- m) Power sweeping of parking lots.

2. EQUIPMENT:

- a) Compacting Equipment shall be a self-propelled tandem roller having a minimum weight of five tons, except that hand-held vibrator compactors may be used in areas not accessible to rollers when specifically approved by the School District Facilities and Operations Department.
- b) Paving equipment shall be spreading, self-propelled asphalt paving machines capable of maintaining line, grade, and the minimum surface thickness specified, except that spreader boxes may be used in areas where specifically approved by the School District Facilities and Operations Department. Spreader shall be capable of laying down asphalt up to 12'0" in width in one pass.
- c) Rolling: After material is spread to the proper depth, roll with the specified equipment until the surface is hard, smooth, unyielding, and true to thickness and elevation shown on the drawings. Roll the surface in at least two directions until no roller marks are visible. Finished surfaces shall be free from birdbaths and shall show no variations from the designed elevations greater than 1/8" when checked with a 6'-0" straightedge.
- d) Security: The School District will not be responsible for the protection or security of the contractor's equipment or materials. No materials or equipment should be stored at the District's facilities.

WEST HEMPSTEAD COOPERATIVE BID

3. INSPECTION OF SITES:

The individual work orders issued subsequent to the award will indicate the manner in which the areas are to be resurfaced, and /or installed, and describe in general the work to be done. However, the contractor shall be required to take all field measurements necessary for the performance of the work prior to execution. The unit prices awarded shall determine the project cost. Any additional costs due to unspecified work required or extenuating conditions must be discussed and approved by the School District Facilities and Operations Department prior to execution.

4. PREPARATION:

- a) Patching: Where potholes exist in the area to be resurfaced or seal coated, the potholes shall be repaired as specified in this document at a cost per square foot awarded as part of this bid. All cracks in the area to be resurfaced or seal coated shall be cleaned of all loose and objectionable material and filled with hot tar prior to resurfacing or seal coat application. The cost of cleaning and filling cracks shall be part of the base awarded price for seal coat application and part of the base awarded price for resurfacing.
- b) Cleaning of existing surface: The contractor, prior to resurfacing or the application of sealer, shall thoroughly clean all existing pavement surfaces by use of forced air, power washing, or mechanical sweepers. All joints in which foreign material has been lodged shall be cleaned out, and pavement along curbs shall be scraped and all loose material shall be removed. The contractor shall dispose of all mud, silt, loose pavement material, or other objectionable material off site.
- c) Painting and sealing: After all patching is completed and surfaces are dry and clean of all dirt, dust, and other foreign material, the contractor shall paint and seal all surfaces which have been repaired and all other areas abutting or adjacent to the area to be resurfaced.

5. RESURFACING:

- a) Tack Coat: A tack coat shall be applied to the area to be resurfaced after cleaning and patching and prior to the installation of the wearing surface.
- b) Wearing Surface: The contractor shall construct a Type LA asphalt concrete wearing surface in accordance with item 36D of the Nassau County Code. The new surface shall be 1 ½ inches thick after compaction.
- c) Equipment: The equipment for spreading and finishing the surface course shall be mechanical, self-powered pavers capable of spreading and finishing the mixture true to the existing line, grade, and crown.
- d) Speed Bumps: Existing speed bumps shall also be resurfaced as part of the general area. The bumps shall remain 3” above the resurfaced area.
- e) Manholes, Grates, Filler Pipes, etc.: The contractor shall furnish all labor, materials, and equipment necessary to adjust the existing manholes, grates, filler pipes, etc., to the new grade elevation.
- f) Adjoining Areas: The perimeter of the resurfaced area where it meets existing paved areas must be sealed with hot tar.

WEST HEMPSTEAD COOPERATIVE BID

6. NEW PAVED PARKING AREAS:

- a) Excavation: The area shall be excavated to the required depth, and the contractor shall dispose of all excavated topsoil and other materials off site unless otherwise directed by the School District.
- b) Base Course: After the excavated area is compacted and level, a 4" depth stone blend base course shall be installed in accordance with item 22A of the Nassau County Code. The base shall consist primarily of trap rock materials 3/4" and smaller.
- c) Wearing Surface: After the excavated area is compacted and level, a type 1A asphalt concrete wearing surface 1-1/2 inches thick after compaction shall be constructed in accordance with item 36D of the Nassau County Code.
- d) Edging: All new work not bordered by concrete curbs shall be bordered with ACQ pressure-treated 1' x 4' wood edging.
- e) Adjoining areas: The perimeter of the paved area where it meets existing paved areas must be sealed with hot tar.

7. NEW PAVED NON-PARKING AREAS:

- a) Excavation: The area shall be excavated to the required depth and contractor shall dispose of all excavated topsoil and other materials off site unless otherwise directed by the School District.
- b) Base Course: After the excavated area is compacted and level, a 3" depth stone blend base course shall be installed in accordance with item 22A of the Nassau County Code. The base shall consist primarily of trap rock materials 3/4" and smaller.
- c) Wearing Surface: After the excavated area is compacted and level, a type 1A asphalt concrete wearing surface 1 1/2 inches thick after compaction shall be constructed in accordance with item 36D of the Nassau County Code.
- d) Edging: All new work not bordered by concrete curbs shall be bordered with ACQ pressure-treated 1' x 4' wood edging.
- e) Adjoining Areas: The perimeter of the paved area where it meets existing paved areas must be sealed with hot tar.

8. NEW PAVED HEAVY-DUTY PARKING AREAS:

- a) Excavation: The area shall be excavated to the required depth, and the contractor shall dispose of all excavated topsoil and other materials off site unless otherwise directed by the School District.
- b) Base Course: After the excavated area is compacted and level, a 5" depth stone blend base course shall be installed in accordance with item 22A of the Nassau County Code. The base shall consist primarily of trap rock materials 3/4" and smaller.
- c) Wearing Surface: After the excavated area is compacted and level, a type 1A asphalt concrete wearing surface 2 inches thick after compaction shall be constructed in accordance with item 36D of the Nassau County Code.
- d) Edging: All new work not bordered by concrete curbs shall be bordered with ACQ pressure-treated 1' x 4' wood edging.
- e) Adjoining Areas: The perimeter of the paved area where it meets existing paved areas must be sealed with hot tar.

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9. INSTALLATION OF ASPHALT SPEED BUMPS:

- a. New speed bumps shall be 15" wide by 3" high at the center tapering to outer edges constructed of solid asphalt.

10. POTHOLE REPAIRS:

- a. The contractor shall saw cut the asphalt beyond the break of the pothole.
- b. The asphalt shall be removed to the saw cut.
- c. The base course below the pothole shall be restored to the proper height and compaction.
- d. New asphalt surfacing shall be installed at a minimum depth of 1 1/2" after compaction.
- e. The joint between the patch and the surrounding asphalt shall be sealed with hot tar.

11. SEAL COAT:

- a. Cleaning: The contractor shall broom sweep and thoroughly clean the existing pavement surface by the use of hand brooms, air hoses, or mechanical sweepers prior to the application of the sealer. All joints and cracks shall be cleaned of foreign material. The contractor shall dispose of all cleaned materials off site. Any excessive build-up of oil, grease, or gasoline spots shall be cleaned-up and treated with a primer agent to insure the proper adhesion of the sealer.
- b. Joints and Cracks: Fill all joints and cracks with hot tar.
- c. Sealer: Apply 2 coats of a rubberized Sand/Slurry mix emulsion evenly to the entire surface. The second coat shall be applied crosswise to the first. There shall be a minimum of three pounds of Silica sand added to each gallon of Slurry for filler and traction. Seal coat shall be applied following manufactures recommended installation procedures. A modifier for coal tar sealer shall be added to the slurry coat emulsion at the rate of 1 gallon per 100 gallons.
- d. Conditions: Do not apply to wet surface, during rain, or when temperature is below 50 degrees.
- e. Rate: Sealer shall be applied at a rate of .30 gallons per square yard of asphalt.
- f. Method: Apply with squeegee, push broom, or machine applicator. If machine applicator is used, it shall be performed with an approved distribution truck containing a minimum 10'-0" wide sprayer bar and a tank capacity at least 550 gallons. Truck shall be equipped with an agitator the full length of the sealer truck to assure that a homogenous material is applied.
- g. Protection: Protect from traffic until sealer is thoroughly set and cured and does not pick up under foot or wheeled traffic.

12. POWER SWEEPING OF PARKING LOTS

- a. Service to be provided on an as-needed basis, as authorized by school district.
- b. Work shall be performed during or after school hours, on weekends, or school district holidays as directed by school district.

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- c. Contractor to furnish all labor, supervision, equipment, tools, supplies, and all effort necessary to perform sweeping services as specified herein.
- d. Sweeping equipment used must have a power brush for sweeping and vacuum capabilities.
- e. The contractor shall perform the work in a way to minimize disruption to the normal operation of schools. Upon completion of work the contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- f. The contractor shall perform power sweeping duties in such a manner that does not damage school district property. In the event damage occurs to school district property, or any adjacent property by reason of any cleaning services performed under this contract, the contractor shall replace or repair the same at no cost to school district. If damage caused by the contractor has to be repaired or replaced by the school district, the cost of such work shall be deducted from the monies due the contractor.
- g. Bidders are encouraged to visit each site listed so as to have a complete understanding of areas of responsibility. Submission of a bid price will be prima facie evidence that the contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.

13. LINE STRIPE OF PARKING AREAS

- a. Cleaning: The contractor shall broom sweep and thoroughly clean the existing pavement surface by the use of hand brooms, air hoses, or mechanical sweepers prior to the application of the paint.
- b. Conditions: Do not apply to wet surface, during rain, or when temperature is below 50 degrees.
- c. Lines painted for parking spots shall be 4" wide
- d. Lines for stop signs shall be painted as directed and calculated per linear foot multiplied by the times greater than 4". An example would be a 12" wide line one foot long would be three linear feet.
- e. The contractor shall paint lines in accordance with all ADA requirements as directed with no adjustment for change in color at the same linear foot charge.

14. SINKHOLE REPAIR

- a. All fill, RCA, shall be calculated at a cubic yard price, inclusive of all labor involved.

15. FOUR-INCH (4") CONCRETE WALKWAYS:

- a. Excavation: The area shall be excavated to the required depth and the contractor shall dispose of all excavated topsoil and other materials off site unless otherwise directed by the School District. When replacing walkways, the contractor shall saw cut existing sidewalk, excavate, remove, and dispose of said sidewalk, and prepare the subgrade in preparation of installing the new walkways.
- b. Base: Compact the subgrade to 95%. Provide an after-compaction depth within 0.5" of the thickness required.

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- c. Wearing Surface: All walkways shall be reinforced with #6 gauge steel wire mesh with 6" x 6" openings. The concrete shall have 28-day compression strength of 3300 PSI. The transit mix ticket shall certify compliance with the mix design and state the time water was first added. The material shall be in accordance with State Standard Specifications (NYSDOT Spec.) New York State Department of Transportation, Standard Specifications of January 2, 1985, as amended.
- d. Expansion Joints: Expansion joints shall be ½" in thickness, extend the full depth of the concrete, and placed at or near all places where the sidewalk, driveway, or curb meets another sidewalk, driveway, or curb and at regular intervals not to exceed 20'.
- e. Control Joints: Control joints for concrete paving shall be provided for all areas through the use of an approved jointer and edging tool. Depth of joints shall be at least 1" and be placed at intervals of 5' so that the finished walk will be marked in squares or as otherwise directed by the School District.
- f. Finishing: Float the surface to a uniform sandy texture. Check the planeness of the surface with a ten-foot straightedge applied at not less than two different angles. Cut down high spots and fill in low spots as needed. Texture the finish by drawing a fiber bristle broom uniformly in one direction only. Provide light, medium, or course texturing as directed by the School District to give a non-slip finish.
- g. Elevation: Finished surfaces shall be free from birdbaths and shall show no variations from the designed elevations greater than 1/8" when checked with a 6'-0" straightedge. All concrete walks shall be pitched to grass areas and away from structures. All finish elevations must be greater than the adjoining grass areas to prevent ponding from melting snow.
- h. Curing and Protection: Beginning immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.

16. SIX-INCH (6") APRONS:

- a. Excavation: The area shall be excavated to the required depth and the contractor shall dispose of all excavated topsoil and other materials off site unless otherwise directed by the School District. When replacing aprons, the contractor shall saw cut existing apron, excavate, remove, and dispose of said apron, and prepare the subgrade in preparation of installing the new apron.
- b. Base: Compact the subgrade to 95%. Provide an after-compaction depth within 0.5" of the thickness required.
- c. Wearing Surface: All aprons shall be reinforced with #6 gauge steel wire mesh with 6" x 6" openings. The concrete shall have 28-day compression strength of 3300 PSI. The transit mix ticket shall certify compliance with the mix design and state the time water was first added. The material shall be in accordance with State Standard Specifications (NYSDOT Spec.) New York State Department of Transportation, Standard Specifications of January 2, 1985, as amended.

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- d. Expansion Joints: Expansion joints shall be ½” in thickness, extend the full depth of the concrete, and placed at or near all places where the apron meets another sidewalk, driveway, or curb and at regular intervals not to exceed 20’.
- e. Control Joints: Control joints for concrete paving shall be provided for all areas through the use of an approved jointer and edging tool. Depth of joints shall be at least 1” and be placed at intervals of 5’ so that the finished walk will be marked in squares or as otherwise directed by the School District.
- f. Finishing: Float the surface to a uniform sandy texture. Check the planeness of the surface with a ten-foot straightedge applied at not less than two different angles. Cut down high spots and fill in low spots as needed. Texture the finish by drawing a fiber bristle broom uniformly in one direction only. Provide light, medium, or course texturing as directed by the School District to give a non-slip finish.
- g. Curing and Protection: Beginning immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.

17. CURBS:

- a. Dimensions: All curbs shall be at a minimum 6” across the top, 8” across the bottom, 18” in depth, and have #5 rebar 2” from the top and 3” from the front and back of the curb.
- b. Excavation: The area shall be excavated to the required depth and the contractor shall dispose of all excavated topsoil and other materials off site unless otherwise directed by the School District. When replacing curbs, the contractor shall saw cut existing curbs, excavate, remove, and dispose of said curbs, and prepare the subgrade in preparation of installing the new curbs.
- c. Base: Compact the subgrade to 95%. Provide an after-compaction depth within 0.5” of the thickness required.
- d. Wearing Surface: All curbs shall be reinforced with #5 rebar placed 2” from the top of the curb and 3” from the front and back of the curb. The concrete shall have 28-day compression strength of 4000 PSI. The transit mix ticket shall certify compliance with the mix design and state the time water was first added. The material shall be in accordance with State Standard Specifications (NYSDOT Spec.) New York State Department of Transportation, Standard Specifications of January 2, 1985, as amended.
- e. Expansion Joints: Expansion joints shall be ¾” in thickness, premolded, non-extruding filler conforming to item 26 of the County of Nassau, Department of Public Works, Standard Specifications, and one piece cut to conform to the cross section of the curb. Placed at regular intervals not to exceed 30’. Expansion joints shall be ½” in thickness, extend the full depth of the concrete, and placed where the curb meets a sidewalk.
- f. Finishing: Float the surface to a uniform sandy texture.
- g. Curing and Protection: Beginning immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.

WEST HEMPSTEAD COOPERATIVE BID

18. DRYWELL:

- a. Installation of drywells to be in accordance with Nassau County Health Department Standards.
- b. Bottom of drywell is to be a minimum of 2' above the ground water level.
- c. 2' minimum of clean sand and gravel backfill around the drywell.
- d. Wrap the drywell in filter fabric "Poly Filter X" as manufactured by Carthage Mills – Cinn. Ohio or equal or superior.
- e. Drywells will consist of 10' diameter by 4' high storm drain rings as manufactured by Carlson Precast Inc. or equal or superior.
- f. The dome shall have a 24" traffic bearing extension collar with traffic bearing cover and frame.

19. ADA COMPLIANT SIDEWALK/APRON RAMPS:

- a. Contractor will supply and install ADA/Sidewalk ramps, as necessary. ADA/Sidewalk ramp must have detectable warning pad with truncated domes. Color, size, and shape to be verified in field with contractor and the district's Director of Facilities. The additional charges for these tasks will be negotiated between contractor and district based on NYS prevailing wage labor rates before a purchase order is submitted to contractor.

20. ADDITIONAL CHARGES FOR NON-ACCESSIBLE LOCATIONS:

- a. Additional charges may be incurred by the district if the location of work is not truck, and/or machinery accessible (ex. interior school courtyards). As part of this additional expense, contractor will be required to furnish materials and manpower necessary to protect school interiors and occupants (ex. protecting school hallway floors with plywood or similar protective sheeting). The additional charges for these tasks will be negotiated between contractor and district based on NYS prevailing wage labor rates before a purchase order is submitted to contractor.
- b. Additional charges may be incurred by the district if the use of a line, crane, and/or boom concrete pump truck is required to place material in inaccessible locations. The additional charges for these tasks will be negotiated between contractor and district based on NYS prevailing wage labor rates before a purchase order is submitted to contractor.

21. ADDITIONAL CHARGES FOR EMERGENCY WORK:

- a. Contractor may charge additionally for emergency work that requires a cement/concrete plant re-opening fee. The additional charges for these tasks will be negotiated between contractor and district based on NYS prevailing wage labor rates before a purchase order is submitted to contractor.

22. WORK SITE PROTECTION:

- a) The contractor is to provide all necessary construction signs, barricades, flashing lights, and/or approved types of protective devices that will prevent anyone from being injured at or near the work site, on the contractor's equipment, or on the contractor's materials.

23. CLEAN-UP:

- a) Upon completion of the work and before final payment is made, the contractor shall clear the entire site of all debris, excess materials, and all construction materials and equipment so that all areas are left neat and safe.

24. WORKMANSHIP:

- a) All workmanship is to be the very best. The contractor is to provide references upon request.

25. PREVAILING WAGE RATES:

- a) The prevailing wages rates established by the New York State Department of Labor and the supplements shall prevail. Certified payroll records must be submitted with all applications for payment.

If you have any questions, please contact Mr. Peter Mayo, Director of Facilities at (516) 390-3105.

**COOPERATIVE BID
WEST HEMPSTEAD
U.F.S.D.**

INFORMATION FOR BIDDERS

IMPORTANT: READ CAREFULLY BEFORE PREPARING BID

These conditions and requirements are binding on all bidders and contractors unless specifically provided otherwise in solicitation.

FORM OF BID

1.

a. WHEN AND WHERE SUBMITTED

Proposals must be (1) submitted to the Board of Education, West Hempstead Union Free School District, on the bid form furnished by the District; (2) in accordance with the specifications in the bid solicitation; (3) enclosed in sealed envelope bearing (a) name and address of the bidder, (b) name of the project or contract bid and (c) time and date of opening and (4) sent or delivered either before the hour and date of the opening to the Office of Facilities, Director of Facilities, West Hempstead Union Free School District, Administration Building, 252 Chestnut Street, West Hempstead, New York 11552 or at the hour and date of the opening at the place designated therefore. If two or more bids in which a prospective bidder is interested in open on same date, each bid shall be in a separate envelope as outlined above.

b. HOW TO COMPLETE FORMS

No changes shall be made in the forms by the Bidder. Bid prices and all information required shall be typewritten or written legibly in ink. **All bids shall be hand signed and the signer's name shall also be typed or printed next to or under the signature together with his title or designation. Form of Proposal and Non-Collusion Form attached hereto must also be completed as well as all mathematical computations, including total amount bid. Failure to do so may result in bid being disqualified.**

c. PRICES

Where Unit Prices are called for and there is a discrepancy between the unit price and the extension, the unit price will govern except where such an extension reflects a volume purchase discount. All prices deemed to be for new machinery, equipment, materials delivered (in the case of equipment, machinery and furniture delivered and installed) and ready for use unless otherwise specified in the bid solicitation. All prices are to be F.O.B. each individual school District.

d. NO AMENDMENT OR WITHDRAWAL

Bids should be verified before submission. No amendments or requests for withdrawal will be considered after the time specified for the bid opening and no oral amendments will be considered at any time.

e. DISTRICT

The term "district" refers to member districts in the cooperative.

BIDDER'S OBLIGATIONS

2.

a. MANUFACTURER'S NAME

Where manufacturers' names and catalog references are used in the bid solicitation, they are intended only to designate type, size, materials and quality. Bids may be based on items by other manufacturers similar and equal or superior to those designated, and in such case, bidders must submit such other manufacturers' names and catalog number, together with cuts and/or prints clearly illustrating the items proposed to be furnished. If an alternate is offered on any item, prices must be inserted in the appropriate column and mention must be made of catalog reference, otherwise bid will be construed as offering catalog reference typed on bid.

b. **SAMPLES**

Where mentioned, samples must be submitted at the same time as the bids, but in no case in the envelope containing the bid. Where samples are requested after the bid opening, they must be submitted within five (5) days after such request and free of all cost to the District. If return of samples is desired by the bidder, and they have not been used or rendered useless by tests which the District is hereby authorized to make, they will be so returned at the bidder's risk and expense. All samples may be subjected to test at the bidder's expense at laboratories designated by the District whenever the District deems same necessary or convenient. Failure to comply with requirements or requests for samples may result in rejection of bid and shall be sufficient reason, therefore.

c. **INTERPRETATIONS**

No oral interpretation of specifications, contract terms, or these conditions and requirements will be made to any bidder or if made will not be binding on the District. Written requests mailed to the attention of the **Office of Facilities, West Hempstead U.F.S.D., Administration Building, 252 Chestnut Street, West Hempstead, New York 11552**, for such interpretation must be received no later than five (5) days before the specified bid opening date; and if deemed necessary, in the sole discretion of the District, will be answered in writing by the District in the form of addenda to the bid solicitation which will be sent to all bidders solicited or of record.

d. **EXAMINATION OF DOCUMENTS**

At the time of bid opening, all bidders by submitting this bid, will be presumed to be thoroughly familiar with all documents and terms of bid issued in connection with the bid solicitation and failure or omission of any bidder to receive or examine same or any of them shall in no way relieve him from performing any obligation required of him thereby.

e. **BID & PERFORMANCE SECURITY-**
"REQUIRED ONLY WHEN STAMPED ON FIRST PAGE OF BID"

When required, each bid must be accompanied by a Money Order, Cashier's or Teller's Check or Certified Check of the bidder to the order of **West Hempstead Union Free School District**, or by a Bid Bond, duly executed by the bidder as principal and by a Corporate Surety authorized to do business in the State of New York and acceptable to the District in each case in an amount not less than five (5) percent of the total amount of the bid.

Such checks or bid bonds will be returned to all except the three lowest bidders submitting properly qualifying bids within twenty (20) days after the bid opening. The checks and/or bid bonds so held from unsuccessful bidders will be returned as soon as possible after awarding of contracts.

Where alternates are offered, bid deposit shall be figured at five (5) percent of the largest totals of all such alternates. Except where a performance bond is required and/or furnished, the bid security submitted by the successful bidder(s) will be retained until performance of the contract has been completed to the satisfaction of the District. If the bid security furnished was a bid bond, the successful bidder may be required to supply a performance bond in an amount of not less than 100% of the accepted bid. A Performance Bond is required for all contracts awarded in the amount of \$20,000 or more. In the event that less than an entire bid be accepted from any one bidder, as provided in Paragraph 3b hereof, with the result that the bid security exceed in amount the total amount of the bid accepted from such bidder, the bidder may submit to the District, a performance bond equal to 100 percent (100%) of the contract awarded to the bidder, or a money order, cashier's or teller's check, or certified check equal to 100 percent (100%) of the contract awarded to the bidder to stand as bid security and, upon receipt of the same, the School District will return the original bid security furnished by said bidder.

f. **FINANCIAL DATA**

If required by the District, bidders shall submit a verified statement, properly executed, including the following information: Bank References as to financial stability; detailed financial statement, showing assets, liabilities and net worth in the form normally required by banks prior to approving a loan and showing financial condition as of a date no earlier than six months prior to bid opening; plant, equipment, facilities, capacity, experience and ability to perform if contract is awarded, by listing and description; and certificate of manufacturer as to authorization, delivery, supply service and guarantee.

COOPERATIVE BID WEST HEMPSTEAD U.F.S.D.

General Conditions and Specifications

Instructions to Bidders

1. Proposals must be submitted on the bid forms attached hereto, with all blanks appropriately filled in, in ink or typewritten.
 - a. Street address is required in addition to Post Office Box.
2. Prices must be net, including transportation and delivery charges fully prepaid by contractor to the designation(s) indicated in the proposal
3. Signatures shall be in ink and in longhand. Proposals that are incomplete, conditional or obscure may be rejected as informal. NO oral or telephonic proposals or modifications of proposals will be considered. If any substitutions are made, other than specified, the name and number of the substitute article must be written on the specification and bid form sheets, or otherwise it will be assumed that the bidder is bidding on articles as specified, and it shall be the bidder's responsibility to furnish same. Each proposal shall be submitted in a sealed envelope and addressed to West Hempstead Union Free School District, Office of Facilities -BIDS, Administration building, 252 Chestnut Street, West Hempstead, New York 11552, on or before the hour stated in the bid notice. THE ENVELOPE SHALL BE ENDORSED on its face with the name of the person, firm or corporation making such proposal, the date of its presentation and the TITLE OF THE SERVICES, FOR WHICH SUCH PROPOSAL IS MADE.
4. Attached certificate of non-collusive bidding must be executed and enclosed with bid form in accordance with Chapter 675, Laws of 1966, Section 103-d, General Municipal Law of the State of New York.
5. Vendor name is to appear in upper right hand corner of each page.

Excess Charges

1. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or contractor at his own expense.
2. No charge will be allowed for Federal, State, or Municipal sales and excise taxes for which the West Hempstead UFSD is exempt. The price bid shall be net and shall not include the amount of any surtax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

Specifications

ALL CHEMICALS REQUIRE MATERIAL SAFETY DATA SHEETS

1. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. The use of such catalogs is not intended to limit competition.

Substitute items which are "equal" to the item requested are acceptable unless otherwise noted. The substitute item must meet the approval of the Cooperative District. In instances where the bid is based on the use of substitute material, the bidder may be asked to submit samples and data to prove the quality of the product which he proposes to furnish.
2. Equipment customarily identified by serial numbers shall be in the number range of current manufacture. Superseded or discontinued models will not be accepted unless so specified in individual contract where district may require standardization of certain product. Bidder may contact District Offices for clarifying addendum if any question arises, at least three (3) days prior to the scheduled bid opening.
3. The District reserves the right to request a representative sample of the commodity bid upon at any time. Unless otherwise instructed, a sample should be furnished within ten (10) days upon request. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for not considering a bid or canceling an award. Samples must be submitted free of charge and be accompanied by the bidder's name and address, a statement how and where the sample is to be returned to the bidder and descriptive literature relating to the commodity. Samples will be returned at the bidder's expense and risk. All samples may be requested by the District. If so, such testing will be at the bidder's expense. Samples consumed or made useless by testing cannot be returned.
4. All prices must be two decimal places. Any prices with more than two decimal places will be rounded down.

Asphalt, Concrete, Dry Well, and Parking Lot Sweeping Cooperative Bid

This contract will be utilized at the discretion of the participating school districts. Consequently, there is no guarantee that a specified minimum amount of work will be authorized.

Asphalt, Concrete, Dry Well, and Parking Lot sweeping on an as-needed basis for the period of one year.

General Statement: This information packet describes the conditions and specifications which must be met by any person or firm receiving a contract as a result of this bid. All parties must be prepared to comply with all instructions, conditions, stipulations, specifications and regulations in the range, scope, form of proposal and all addenda issued prior to the opening of this bid.

Bids: All bids are to be submitted in a sealed envelope as so noted on the cover sheet. All prices and information must be legible, if not bid may be rejected. Facsimile, printed or typewritten signatures will not be accepted. No oral or telephone bid will be accepted. Bids shall be viable for a minimum of 60 days from the date of opening. No interpretations of the meaning of the drawings, specifications or other contract documents will be made orally to any person. All such requests shall be made in writing and any answer from the district shall be in writing. To be given consideration such requests must be received at least 7 days prior to the bid opening date.

Scope: To award in whole to the lowest responsible contractor submitting the lowest bid meeting all specifications a contract for Asphalt, Concrete, Dry Well, and Parking Lot Sweeping.

Wage Rates: contractor shall comply with the New York State Department of Labor Prevailing Wage Rate Standards

Certified Payrolls: Certified payrolls must be submitted with each requisition for payment.

Billing: Contractor shall be issued an open purchase order to cover repairs for the period of one year. The contractor shall submit an individual invoice for each repair made. This invoice shall state all repairs completed in accordance with roof repair specifications. Any repair that in the contractor's opinion will cost over \$500 will require prior authorization from the Director of Facilities or his assistant.

Disputes: Except as otherwise provided in this document any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director of Facilities. This decision shall be final and conclusive and in conformance with standard business practice as defined by the uniform commercial code of the state of New York.

Termination for Default: In the event the contractor fails to provide work as ordered and in accordance with specifications. The District reserves the right to terminate said contract for default.

Termination for Convenience: The Director, by 30 days written notice, may terminate this contract in whole or in part when it is in the best interest of the District.

Material: All awards are made in accordance with the following provision. Out of Stock ("buy against") provision: after receipt of an order, the vendor agrees to notify the district of any out-of-stock items within three (3) working days of receipt of order. The vendor may make no substitutions for out-of-stock items without the district's advance approval (see "or equal" below). If the district chooses to purchase out of stock items from another vendor, and no substitution acceptable to the district can be made, the original vendor holding the award for the item must pay the district the difference between the awarded bid amount and the amount paid by the district for the item. The district may obtain the aforementioned price difference by automatically deducting the amount from any amounts owed to the original vendor holding the award for the item.

Award: The District reserves the right to make an award as a whole, in part or not at all whichever may be in the best interests of the District.

Toxic Hazardous Materials: Per OSHA's latest safety and health standards entitled HAZ COM 29 CFR 1910.1200 the contractor shall provide information (MSDS) on all items which are listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substance. A copy of these MSDS are to be supplied to the District before any repair takes place. Any and all products used to complete a repair shall, under no circumstances, contain any asbestos.

Tax: No charges will be allowed for federal, state or municipal sales and excise taxes, in that the District is exempt there from. Exemption certificate, if required, will be furnished upon request on forms provided by the contractor.

Supply acceptance: No charges will be allowed for expressing or cartage, all proposals are to include delivery to school. At no time until the materials and supplies are installed, is the District responsible for said items.

Non-Collusive: As required by Chapter 675 of the laws of 1966 amends Section 103-d of the General Municipal Law it is necessary for each contractor to sign a non-collusive certificate which is furnished herein.

Association: Each contractor by signing the proposal form attests to the fact that no member of the Board of Education nor any officer or employee thereof, is directly or indirectly interested in the proposal.

Contractor's Responsibility: Before submitting their bid each contractor shall make careful examination of the existing area take such measurements as they deem necessary, make their own estimates of the amount and character of the work to be done and the difficulties and facilities attending its proper execution include in their proposals such sums as they deem appropriate to cover the cost of every item of labor and materials necessary to complete each job. No claims for compensation for extra work due to ignorance on the part of the contractor of any existing condition will be considered.

Insurance: Successful contractor shall be required to provide insurance as per the attached insurance requirement form.

Permits: Any and all permits lawfully required to prosecute the work and all approvals of work performed required by agencies having jurisdiction shall be obtained by the contractor who shall pay all charges for same. The contractor shall comply with all local, county, state and federal laws, codes rules and regulations.

Equipment: The contractor shall furnish all tools, scaffolding, planking, runways, hoisting apparatus, and all other equipment necessary to complete the job. Under no circumstances is any school equipment to be used by the contractor.

Care of Property: All rubbish, debris, and waste material created by the work performed or any other operations of the contractor shall be removed from the premise by the contractor, who shall maintain the premise free and clear of rubbish, debris, and all other waste material.

Safeguards: It shall be the responsibility of the contractor to safeguard the premise while work is going on. It shall be clearly understood that any loss of materials delivered to the site shall be borne by the contractor.

Sub-Contractors: No work shall be subbed out to another contractor unless written permission is obtained from the District.

Supervision: The contractor shall place in charge of the work a competent, experienced, English speaking foreperson and shall employ only mechanics who are trained and experienced in the work assigned them.

Travel Time: Travel time will not be an acceptable charge and therefore will not be allowed.

Specific Operation Procedure:

- It shall be the responsibility of the contractor to perform all repairs in accordance with recommendations as set by equipment manufacturer.

- Since the type of jobs may vary and in some cases as a result of an emergency, the contractor must answer any call within 24 hours to begin repairs during normal business hours of 8:00 am- 5:00 pm. The contractor shall supply the District with the necessary information required to make immediate contact with the owner or his representative.
- The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law.
- Temporary repairs will be accepted on emergency basis only.

Guarantee: All materials and workmanship shall have a one-year unconditional warranty (excluding damage caused by vandalism).

Health and Safety: The contractor shall not cause any dangerous condition to exist at any time. Any work that will cause noxious or annoying odors shall **not** be performed while the students are in the building. Also any work that will create loud or disturbing noise or create dust shall not be done when students are in the building. All materials used shall be asbestos free. Contractor must conform to all New York State Education laws and contractor shall review district's asbestos management plan prior to any work taking place.

Bid Security

1. Bid deposit of \$1,000 is required at the time of the submission of the bids, and the low bidder may be asked by the District to deposit security in an amount of five (5%) percent of the base bids. Such security may be a certified check or by bid bond or cash.
2. No bid shall be withdrawn within one (1) year after bid award.
3. All bids received after the designated time stated in the specification will not be considered by the District and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Post Office or of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited with the District Clerk.
4. The successful bidder, upon failure or refusal to deliver material and conform to specifications and conditions after the acceptance of his bid, shall forfeit to the District as liquidated damages for such failure or refusal, the security deposit on this bid.

Delivery

1. The contractor will be required to furnish proof of delivery in every instance.
2. No help for unloading will be provided by the District.
3. All deliveries shall be made during the hours of 8:00 a.m. and 3:00 p.m. on weekdays, other than school holidays, and shall be unloaded at the receiving door of the ordering school, unless otherwise stated in the Proposals or Specifications. There shall be no dock delivery.
4. All materials and supplies must be securely packed, adequately marked and delivered without damage or breakage in such units as are specified. When materials are rejected due to breakage, damage, or incorrect filling of order, or delivery after specified time, they must be removed by the contractor from the premises of the school within one week of notification. The rejected items left longer than one week will be regarded as abandoned and the District shall have the right to dispose of them as their own property.
6. The quantities of material and equipment specified in schedules of quantities herein are merely estimates of what the District requires during the contract period, such quantities may be more or less than the quantities specified in aforesaid schedule.

Locations

1. All repair materials shall be stored in a safe and secure manner.
2. Workers shall be required to wear photo-identification badges at all times for identification and security purposes while working at occupied sites.
 - a. Separation of work areas from occupied spaces: Work 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 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.
3. A specific entrance 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.
4. 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.
5. All occupied parts of the building affected by work activity shall be cleaned at the close of each workday. School buildings occupied during a project shall maintain required health, safety and educational capabilities at all times that classes are in session.
4. Maintaining exiting and ventilation during school repair work.

Award

1. Bid will be awarded to the lowest responsible bidder, taking into consideration the reliability of the bidder, the quality of the commodity to be furnished, bidder's conformity with specifications, and the purpose. A bidder may be disqualified from receiving the award if such bidder or anyone in bidder's employ has previously failed to perform satisfactorily in connection with public bidding or contracts, or the proposals will be rejected within ninety (90) days of the opening of such bids.
2. Successful contractor must possess a minimum of five (5) years' experience in relevant field and be fully authorized, certified, and approved by the manufacturers and insured as required in the local township if applicable, County of Nassau, State of New York. Contractor must provide a trained work force capable of operating with a minimum of three (3) mechanics and three (3) apprentice helpers as required. The contractor will also operate at least three (3) service vehicles properly stocked with all necessary basic items required for field maintenance - service to various types of equipment as listed within the specifications. Verification of staff certification, training years of experience must be submitted with the bid.
3. The placing in the mail of either a notice of contract award, identified by number, or of a Purchase Order, to the address in his bid, will be considered sufficient notice of acceptance of the bid.
4. The District reserves the right to waive any informalities in or to reject any or all bids, or to accept any bid which, in the opinion of the District will be in the best interest of the District. The District also reserves the right to accept this bid by items or as a whole, or, in its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law. The District reserves the right to make selections that will serve the best interest of the District in the event of tie bids.
5. Successful bidders will hold price for one year from date of bid award.

CONTRACT

1. a. WHEN MADE
Purchase Order based on bid or a written notice of award mailed by regular mail shall be sufficient to indicate acceptance of bid, and existence of a contract as of the time of mailing.
- b. CANCELLED
Contract may be cancelled by the District for failure to make deliveries on time or within a reasonable time, judgment of the District as to reasonableness being the sole criterion thereof and final; for failure to provide contract quantities; for failure to provide items of proper quality or for any other failure to perform fully under the contract. Upon such cancellations, the District shall have the right to purchase the materials or items involved from another source and to charge any price differential to the contractor. The District shall have the same right of purchase and charge whenever contractor fails to replace any one or more rejected items within one (1) week from notification in writing by the District, or such other period as may be specified in such notification.
- c. REJECTED ITEMS
Rejected items must be removed from District property by the contractor within five (5) days from notification in writing by the District of the rejection. Rejected items left longer than thirty (30) days will be regarded as abandoned and the Board of Education shall have the right to dispose of them as its own property.
- f. ASSIGNMENTS
The contractor agrees that no contract awarded by the District and no interest therein of any kind or payments to be made there under shall be assigned, transferred or otherwise disposed of without the prior written consent of the District and such consent may be withheld for any reason whatsoever, completely in the discretion of the District.
- g. INSPECTION
The appointed representative of the District shall, at all reasonable times, have access to the contractor's shops, plants or facilities to inspect materials and items purchased and the manufacture thereof.
- h. LAW COMPLIANCE
Contractor shall comply with all provisions of the Labor Law and other statutes of the State of New York applicable to public contracts and this solicitation. Compliance will also include all those requirements in the New York State Fire Code pertaining to fire-resistant and non-combustible materials and other health hazards.
- i. INSTALLATION
Where installation of machinery, equipment or furniture is involved, no floors, walls, ceilings or structural members shall be drilled or cut without the District's written prior consent. Contractor shall be responsible for any damage to property caused by delivery of or in installation. Contractor shall protect himself and the District with adequate fire, theft and liability insurance during the installation period, such adequacy to be determined by the District in its sole discretion. The contractor shall at all times keep the premises and the building free from accumulation of contractor's waste material and rubbish. Upon completion of the work, he shall remove all his rubbish and waste materials from and about the building. He shall leave all areas in which he has worked broom clean. He shall also notify the district's Director of Facilities and Operations two (2) weeks before delivery and installation.
- j. GUARANTEE
In addition to any manufacturer's guarantee furnished, the contractor shall guarantee in writing all machinery, furniture and equipment installed by him for one (1) year after the completion of installation, against any and all defects due to improper design, materials, construction, workmanship or installation. Immediately upon notice from the District at any time during the guarantee period, the contractor shall fully make good such defects, by repairing same to the District's satisfaction or by replacing same with new work, material or equipment, without cost to the District. Included within this obligation shall be

restoring to originally good condition all work of others damaged as a result of such defective work and all work of others disturbed or damaged by such replacements, or the facilities of the District. All supplies must be guaranteed to be fire-resistant and composed of non-combustible materials.

PAYMENT

1. It is the District's policy to pay for accepted items at the next business meeting of the Board of Education following receipt thereof, or receipt of correct bill and claim form whichever is later, in the discretion of the District, except where a question of non-performance is involved, in which event payment in whole or in part may be withheld. Where cash discount is involved terms will be figured from the date of delivery or receipt of final correct invoice and claim form, whichever comes later. Withholding of payment on grounds of non-performance shall not deprive the District of the cash discount, where offered. The District may deduct from any payment any charges it may have against the contractor.

INSURANCE

- (a) The contractor shall take out and maintain, from the commencement of the work until the date of final payment, such insurance as will protect him from claims under workman's compensation acts and from claims from damages because of bodily injury including death, which may arise from and during operations under this contract, whether such operations by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The limits specified shall be in accordance with the limits of New York State. Certificates of such insurance shall be filed with the owner and shall state that 30 days' prior written notice of cancellation will be given to the owner. Certificates shall be on file from the period work is started until the time of final payment.
- (b) Each contractor must also submit a Certificate of Insurance. This certificate should indicate that the District is an additional insured as respects to activity (or activities) identified on the certificate. The District should be identified as the certificate holder and the cancellation clause as the bottom of the form should be modified to read as follows:

Should any of the above-described policies be canceled or materially changed before the expiration date thereof, the issuing company will mail 30 days' written notice to the below named additionally insured.

CANCELLATION AND CONTRACT DISQUALIFICATION

1. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political sub-division thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:
 - (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and
 - (b) any and all contracts made with any municipal corporation or any public department agency or official thereof, on or after July 1, 1959, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

The terms "political subdivision" and "municipal corporation" as used herein shall mean and include the Board of Education of **the West Hempstead Union Free School District** and said Cooperative School District.

NON-COLLUSIVE BIDDING CERTIFICATION

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of noncollusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:
Noncollusive bidding certification.

(a) By subdivision 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 knowledge and belief:

(1) 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 with any competitor.

(2) 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; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

(2) Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Signature (Authorized)

Title

Print Name

RETURN WITH BID

IRAN DIVESTMENT ACT COMPLIANCE RIDER
FOR SCHOOL DISTRICTS

The Iran Divestment Act of 2012, effective as of **April 12, 2012**, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (**i.e., April 12, 2012**), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**PROPOSER’S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT OF 2012**

In accordance with General Municipal Law §103-g, which generally prohibits the school district from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

Proposer’s Certification

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief, that each bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20__

Name of Bidder/Proposer

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
____ day of _____, 20__

Notary Public
Dated:

RETURN WITH BID

**WEST HEMPSTEAD COOPERATIVE BID
 BID RESPONSE FORM
 Page 2**

CONCRETE	Installation of 4" thick concrete sidewalks	Installation of 6" thick concrete aprons	Installation of concrete curbs	Bid totals for each row
Less than 1,000 Square Feet	16.	18.	n/a	
1,001 or More Square Feet	17.	19.	n/a	
Per Linear Foot	n/a	n/a	20.	
Grand total of all bid prices for all three categories (sum of Items 1 through 20)				
Calculated Low Bid Price (Bid totals for Items 1 through 20, divided by 20)				

DRY WELLS	Installation of two section dry well & traffic bearing cover	Installation of three section dry well & traffic bearing cover	Bid totals for row
Per Unit	21.	22.	
Grand total of all bid prices for both categories (sum of Items 21 through 22)			
Calculated Low Bid Price (Bid totals for Items 21 through 22, divided by 2)			

		Parking lot sweeping
Parking Lot Sweeping	Per Square Yard	23.

Authorization:

Signature

Date

Name (please print)

Title

Company Name

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder

2. Type of business entity _____

3. If the Bidder is a corporation, state the date and place of the incorporation

4. For how many years has the Bidder done business under its present name?

5. List the persons who are directors, officers, owners, managerial employees or partners in the Bidder's business.

6a. Have any of the persons listed in No. 5 owned/operated/been shareholders of any other companies? If so, please state their names and whether they owned/operated/been shareholders and the names of those companies.

6b. If the answer to No. 6a is affirmative, list said persons and the names of their previous affiliations.

7. Has any director, officer, owner or managerial employee ever had their professional license suspended or revoked? If yes, list their names, professional license held, which said license was revoked or suspended and the date of the revocation of suspension.

8. During the three-year period preceding the submission of this bid, has the Bidder been found guilty of any OSHA violations? If the answer is yes, describe the nature of the OSHA violation and provide an explanation of remediation or other steps taken regarding such violation(s).

9. During the five-year period preceding the submission of this bid, has the Bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If yes, list the persons making such claim against Bidder, a description of the claim, the status of the claim, and disposition (if any) has been made regarding such claim.

10. During the five-year period preceding the submission of this bid, has the Bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this bid.

11. During the five-year period preceding the submission of this bid, has the Bidder been subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

12. During the five-year period preceding the Bidder's submission of this bid, has the Bidder been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of Worker's Compensation or Disability Coverage and/or any lapses thereof? If the answer to this violation and the status of the claimed violation at the time of the submission of this bid.

13. Has the Bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five year preceding the submission of this bid? If the answer is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

14. During the five-year period preceding the Bidder's submission of this bid, has the Bidder been charged with and/or found guilty of any violations of federal, state or municipal environmental and/or health laws, code, rules or regulations? If yes, list the nature of the

charge against the Bidder, the date of the charge, and the status of the charge at the time of submission of this bid.

15. Has the Bidder bid on any project for the period September 1, 2003 to present? If yes, list the projects bid on, whether said bid was awarded to the Bidder and the expected date of commencement for this work for said project. For those projects listed, if the Bidder was not awarded the contract, state whether the Bidder was the lowest monetary Bidder.

16. Does the Bidder have any projects ongoing at the time of the submission of this bid? If yes, list the projects on which the Bidder is currently working, the percentage complete and the expected date of completion of said project.

17. Has the Bidder ever been terminated from a project by the owner? If the answer is yes, list the projects on which the Bidder was terminated, the nature of the termination (convenience, suspension for cause) and the date of said termination.

18. Has action ever been taken against bidder, as a result of poor quality of goods or services provided by bidder, leading to preclusion from future work? If the answer is yes, list details (date, cause of preclusion, name and address of purchaser).

18. List of similar projects – 4 years or older.

19. List of all projects – 5 years or older.

Sworn to before me this _____
day of _____, 20____.

Notary Public

WEST HEMPSTEAD COOPERATIVE BID

PIGGYBACKING PROVISION

This bid is available for piggybacking by other Nassau County School Districts which have members in good standing in the Nassau County Chapter of the School Facilities Association, but are not listed in either the published Notice to Bidders and/or the bid documents. Those Nassau County School Districts, which have members in good standing in the Nassau County Chapter of the School Facilities Association, but are not listed in either the published Notice to Bidders and/or bid documents may participate only upon consent by both the **West Hempstead School District** and the awarded vendor(s). School Districts interested in piggybacking on this bid must first contact the **West Hempstead** Business Office before making arrangements with the awarded vendor(s) to be serviced and/or receive goods or services under the terms and conditions of this bid.

Please select one option:

Agree to extend to other Nassau County School Districts which have members in good standing in the Nassau County Chapter of the School Facilities Association, but are not listed in either the published Notice to Bidders and/or the bid documents _____

Do not agree to extend prices to other Nassau County School Districts which have members in good standing in the Nassau County Chapter of the School Facilities Association, but are not listed in either the published Notice to Bidders and/or the bid documents. _____

Signature (Authorized) _____

Title _____

Company _____

WEST HEMPSTEAD COOPERATIVE BID

BID: ASPHALT, CONCRETE, DRY WELL, AND PARKING LOT SWEEPING

OPENING DATE: May 31, 2023

Attention:

Should you decline to quote on the enclosed bid on this occasion, please state the reason below:

Reason for not bidding at this time: _____

Please remove my company from your bidder's list YES_____ NO_____

Failure to return this form in lieu of a bid may result in the removal of your company from the bidder's list.

Name and Title of Person Completing this form:

Name and Address of Company

Signature _____

RETURN WITH BID

WEST HEMPSTEAD COOPERATIVE BID

TO ALL PROSPECTIVE BIDDERS:

Please note that your compliance with all conditions of this bid is required in order for your bid to be considered.

Thank you.

Mr. Peter Mayo
Director of Facilities
West Hempstead UFSD

**WEST HEMPSTEAD COOPERATIVE
BID**

TOXIC SUBSTANCES

**NEW YORK STATE LABOR LAW
EFFECTIVE JANUARY 1, 1981**

In accordance with the New York State Labor Law, the following information is required for items which you supply to any district participating in this bid:

- a) The name or names of the toxic substance, including the generic or chemical name.
- b) The trade name of the chemical and any other commonly used name.
- c) The level at which exposure to the substance is determined to be hazardous, if known.
- d) The acute and chronic effects of exposure at hazardous levels.
- e) The symptoms of such effects.
- f) The potential for flammability, explosion and reactivity of such substance.
- g) Appropriate emergency treatment.
- h) Proper conditions for safe use and exposure to such toxic substance; and
- i) Procedures for cleanup of leaks and spills of such toxic substances.

CHECK ONE:

- () Toxic substances information is enclosed for items included in this bid proposal.
- () No toxic substances are present in items included in this bid proposal.

FIRM NAME _____

SIGNED _____

TITLE _____

RETURN WITH BID

**WEST HEMPSTEAD COOPERATIVE
BID**

This sheet must be returned with your bid.

SIGNATURE PAGE

This bid is submitted by the following firm:

Firm Name _____

Signed _____

Title _____

Address _____

Telephone _____

Date _____

Signature _____

Title _____

PLEASE NOTE: Delivery to be made to individual schools as per bid schedule, unless otherwise noted. Addresses of schools are attached.

Invoices with individual building totals should be sent to **the applicable address of each district.**

The District reserves the right to award this bid on an item-by-item basis or total basis, or to base the award on any combination of items, using unit prices or total cost as considered to be in the best interest of the District.

RETURN WITH BID

CORPORATE PRINCIPALS

FOLLOWING ARE THE PRINCIPALS OF THE CORPORATION:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOLLOWING ARE THE MEMBERS OF THE BOARD OF DIRECTORS:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RETURN WITH BID

BID SUMMARY SHEET

Name of bidder _____

Name of bid **ASPHALT, CONCRETE, DRY WELL, AND PARKING LOT SWEEPING**

Please ascertain that the proper bid documents have been completed, signed, and returned to the school district. The following items should be included:

- _____ Toxic Substance Certificate completed and signed by company official and title of official.
- _____ Signature page completed including firm name, signature and title of company official, number of items on which company is bidding, and the total cost of the bid.
- _____ Non-Collusive Certificate signed by an authorized company official and the official's title.
- _____ Iran Divestment Act Compliance Rider for School Districts
- _____ Completed bid request sheets with the price for item and the total cost for each item bid. Please respect quantity units and bid accordingly.
- _____ Material Safety Data Sheet (MSDS) and product literature with specifications.
- _____ Documentation of at least five (5) years of experience in area of bid, including work completed for local school districts or other local governmental agencies.
- _____ References from previous clients verifying that the company has performed work on contracts of comparable size.
- _____ List of personnel and their respective qualifications for the purposes of fulfilling the requirements of these bid specifications.
- _____ Bid security in the form of a certified check made payable to the West Hempstead School District, in the amount of \$1,000.

The above items have been completed and enclosed in the bid package.

Signature

Title

Name of Company

West Hempstead Union Free School District
Office of Facilities
252 Chestnut Street, West Hempstead, New York 11552

Performance Survey
Asphalt, Concrete, Dry Well, and Parking Lot Sweeping Service Contract for
Nassau County Directors of School Facilities Purchasing Consortium

Company Name _____

Performance

	Excellent	Good	Acceptable	Unacceptable
-Conformance to service requirements of contract				
-Timeliness of service				
-Customer service and support				
-Timely complaint resolution				
-Professionalism of staff				
-Services provided met district's needs				
-Overall contractor performance				

Invoicing

	Excellent	Good	Acceptable	Unacceptable
-Ability to verify invoices against contract prices				
-Required documents submitted for payment				

Contract

	Excellent	Good	Acceptable	Unacceptable
-Ease of understanding the contract				
-Overall satisfaction with the contract requirements				

	Yes	No	Undecided
Would you use this contractor again? If "No", please explain below			

Comments:

School District: _____ **Prepared By:** _____

Email: _____ **Phone:** _____

Please return completed survey to:

Mr. Peter Mayo, Director of Facilities
 West Hempstead Union Free School District
 252 Chestnut Street, West Hempstead, NY 11552

Phone: 516-390-3105
 FAX: 516-486-1776