

SPECIFICATIONS
for
**MILLENNIUM HOTEL
ENTRANCE**

2040 Walden Avenue
Buffalo, New York 14225

February 25, 2020

ARCH. JOB #: 219071

 MUSSACHIO ARCHITECTS

30 North Forest Road Williamsville, New York 14221
(716) 631-9949 T (716) 631-0521 F
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PART I - GENERAL

1.01 INVITATION TO BID

Sealed Bids are requested by the Millennium Hotel Chief Engineer, Bert Sifkovits, for the Contract defined and listed in Division 1 - General Requirements, 1.02 Contracts and accompanying Construction Documents.

The Owner may consider as informal, and MAY REJECT any bid not prepared and submitted in accordance with the provisions hereof.

Bids will be received at the office of Mussachio Architects, 30 North Forest Road, Williamsville, New York 14221 on **Wednesday, March 11, 2020** until **2:00 p.m.**, at which time they will be privately opened. Proposals received after the time and date specified will not be considered. Bid Forms may be mailed, e-mailed to adminassist@mussachioarchitects.com or faxed to (716) 631-0521 Attn: Anthony Mussachio, RA. Sender is fully responsible for delivery of Bid to Architect. Architect accepts no responsibility for non delivery due to failure of equipment, telephone lines, the internet or technological traffic problems. If Bid is not hand delivered, Bidder must telephone to confirm receipt of Bid prior to due date and time or risk exclusion from the bid process.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw his bid within 30 days after the actual date of opening bids thereof.

The Owner reserves the right to waive any informalities in, and to reject, any or all bids.

1.02 PRE-BID INQUIRIES AND REQUESTS FOR INFORMATION

It is necessary to provide a level playing field for all parties bidding the work of the Project. To allow issuance of responses to all Bidders, formal questions must be received at the office of Mussachio Architects, P.C., 30 North Forest Road, Williamsville, New York 14221, (716) 631-9949 T, (716) 631-0521F no later than 48 hours prior to the bid submission deadline stated in paragraph 1.01 Invitation to Bid. Questions posed after this time may not be answered. Questions should be emailed to Anthony Mussachio anthony@mussachioarchitects.com and Eric Lortz elortz@mussachioarchitects.com.

1.03 BID FORM

The Contractor shall submit his bid on form included herein (photocopies of form acceptable). Three copies of Bid Form must be submitted. All blanks are to be appropriately filled in.

Bid forms are to be properly signed and enclosed in opaque envelopes, sealed and marked with the name of the project and work bid on, and Bidders name and address.

1.04 DOCUMENTS

Bona fide bidders may obtain hard copies of Drawings and Specifications from Mussachio Architects, P.C., 30 North Forest Road, Williamsville, New York 14221, (716) 631-9949 on or after **Wednesday, February 26, 2020**. A refundable deposit of \$100.00 (shipping not included) is required for hard copies. Electronic copies of Drawings and Specifications are also available. They may be purchased for a non refundable fee of \$25.00. Make checks payable to Mussachio Architects, P.C. Those who submit bids may obtain refund of deposits (for hard copies of documents only) by returning sets in good condition, that is, any markings placed on the drawings by the bidders must be removed before returning to Architect no more than ten (10) days after Proposals have been opened. Those who do not submit bids will forfeit deposits unless sets are returned in good condition at least five (5) days before Proposals are opened.

1.05 LIQUIDATED DAMAGES

The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required, within five (5) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited, with his bid.

1.06 CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid.

1.07 QUALIFICATION OF BIDDERS

In determining the qualifications of a bidder, the Owner will consider his record on the performance of any contracts for construction work into which he may have entered with the Owner or with public bodies; and the Owner expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Owner, has not properly performed such contracts or has habitually and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material-men or employees, or who has delayed in the execution of his part of the work. The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder shall fail to satisfy the Owner that such bidder is qualified to carry out the obligations of the Contract and to complete the work contemplated herein, conditional bids will not be accepted.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

1.08 ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Mussachio Architects P.C., 30 North Forest Road, Williamsville, New York 14221, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids, and all such interpretations and any supplemental instruction will be in the form of written addenda to the specification, which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for that purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation, shall not relieve any bidder from obligation under his bid submitted. All addenda will be numbered and dated, and a list of such addenda may be obtained by contacting the Architect's office. No article, paragraph, or sentence of the Specifications or drawings is omitted, unless expressly so stated in the Addenda or Amendments. It is the contractor's responsibility to bring any conflict between drawings and, or written notes and specification to the Architect immediately. If not brought to the attention of the Architect in writing it will be assumed that the more expensive of the items is being provided.

1.09 CONTRACT FORM

The Standard Form of Agreement between Owner and Contractor AIA, Document A-101 latest Edition will be submitted by Owner to the successful bidder for proper signatures.

1.10 OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and 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 of his bid.

1.11 SUBSTITUTION OF MATERIALS

"EQUIVALENTS: Where, in these specifications, one certain kind, type, brand or manufacture of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal, and the Contractor may select one of those items. If the Contractor desires to use any kind, type, brand or manufacture of material other than those named in the specifications, he shall indicate on the Substitution Sheet what material, equipment, or method is offered as equal and when requested, submit information describing wherein it differs from base specifications in specific detail and other information as required by the Owner."

The acceptable standard of quality of all equivalent items shall be determined by the Architect with the burden of proof of the equivalency of such items a responsibility of the bidders, and to be submitted through the prime bidder's office, and shall be acceptable to the prime bidder.

1.12 REIMBURSEMENT OF ARCHITECT'S COSTS

In the event substitutions are proposed to the Architect, the Architect will record all time used by him and by his consultant in evaluation of each such proposed substitution.

Whether or not the Architect approved a proposed substitution, the Contractor shall, upon receipt of the Architect's billing, promptly reimburse the Architect at the rate of two and one-half times the direct cost of the Architect and his consultants for all time spent by them in the evaluation of the proposed substitution.

1.13 MATERIAL/EQUIPMENT AVAILABILITY REPORT

Instructions: After the Owner and Architect have determined the successful bidder, he will be notified by phone, then in writing. Within 48 hours after notification the successful bidder shall complete a Material/Equipment Availability Report and deliver it to the Architect's office. No mailing accepted. Time is of the essence.

- A. This form is to assist the Architect in producing the progress schedule for the project. All items must be filled in, no blank spaces allowed. Fill in "N.A." (non applicable) if item cannot be filled in. This form will be given to all successful Contractors after determining the successful bidder. It will be his responsibility to xerox and distribute this blank form to his subcontractors for processing and resubmitting it back to the Contractor. The Contractor will evaluate it and sign it.

This form will make it possible to commence with the contract, coordinate all trades based on lead times, and terminate the contract on schedule. It is imperative these forms be forwarded to the Construction Manager and/or Architect 48 hours after the Contractor is selected and notified.

- B. Required Information: Supplier/Subcontractors Name
Shop Drawing Submittal Date
Material Delivery/Start Date
Completion Date

Note that immediate shop drawings are required and must be submitted as indicated on progress form which will be filled in by the successful Contractor. The Architect will determine if submitted date is appropriate or whether date shall be moved forward. This will be determined by the Architect and when required, the Contractor(s).

- C. Contractors and their subcontractors shall not select manufacturers, vendors, suppliers, who cannot perform or deliver supplies, equipment, etc., which will allow the contract to be terminated as indicated on the Bid Form. Contractor shall also confirm his subcontractor will supply required amounts of manpower to perform concurrent operations.

1.14 LIST OF PROPOSED SUBCONTRACTORS

The Bidders, if requested, shall submit a complete list of subcontractors he proposes to use not later than 48 hours after receipt of Proposals.

Subcontractor list shall be delivered to the Architect.

Execution of the contract by the Owner without objection to any name on said list shall constitute an acceptance of the same. Should the Owner request that a different subcontractor be proposed for any phase of the work, the Bidder shall comply with such requests until a subcontractor acceptable to the Owner is proposed. No subcontractor approved by the Owner may be replaced unless replacement is approved by the Owner.

1.15 ALLOWANCES

The following allowances shall be included in the Base Bid for this project:

- A. Finishes: The successful Contractor for this project shall include an allowance of \$6.00/sq.ft. for Ceramic Tile, \$25.00/lineal yd.(54" wide) for Vinyl wall covering and \$22.00/sq. yd. for Carpeting for all floor finishes as shown on plans or as specified herein. Floor finishes shall include, but not necessarily limited to ceramic tile, quarry tile, carpeting, vinyl composition tiles, vinyl sheet goods and hardwood. It will be the Contractor's responsibility to coordinate all drawings prepared by the Owner's design professionals (ie: Architect, Interior Designer, etc.) To ascertain areas requiring the same.

- - - END OF SECTION - - -

MILLENNIUM HOTEL ENTRANCE

DIV. 0 - PROCUREMENT & CONTRACTING REQUIREMENTS

ARCH. JOB #: 219071

SECTION 00 41 13 - BID FORM

ALL BIDDERS NOTE: Three signed copies of this bid form must be submitted formally to the Owner listed below. However, follow mailing instruction outlined in Section 00 21 13 INSTRUCTION TO BIDDERS.

TO: Bert Sifkovits
Millennium Hotel
2040 Walden Avenue
Buffalo, NY 14225

Pursuant to and in compliance with the Advertisement for Bids and/or the Instructions to Bidders, relating hereto, the undersigned hereby offers to furnish all, labor, materials, supplies, equipment, and other facilities and items necessary and proper for, or incidental to, the Work as required by the plans and specifications as prepared by Mussachio Architects, P.C., and all the following addenda issued by the Architect and faxed and/or mailed to the Undersigned prior to the opening of bids.

The bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Base Bid (tax and fees are to be included): _____ (\$ _____).

Contractor Firm Name: _____

Preparer's Name (printed): _____

Preparer's Phone No. & Email _____

Date Prepared _____

BID BREAKDOWN:

The Undersigned agrees that upon request of the Owner, the amounts listed above will be broken down into separate prices, as requested by the Architect.

SUBSTANTIAL COMPLETIONS: The work proposed under this contract will be substantially completed in _____ consecutive calendar days (consecutive calendar days include Saturdays, Sundays, and Holidays) or _____ consecutive calendar weeks, from the date authorization to proceed is granted.

ALTERNATES:

<u>Description</u>	<u>Add or Deduct</u>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____

SUBSTITUTIONS:

The following spaces have been allotted for manufacturers' products that are considered equal to the material specified and the Addition or Deduction from the Base Bid. Please note that the Base Bid will contain cost of items written on the Specifications and delineated on Construction Documents including but not limited to drawings, sketches, reports, etc. The substitution items and price quotations listed below may or may not be accepted by the Owner.

<u>Item</u>	<u>Manufacturer</u>	<u>Add/Deduct</u>
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
5. _____	_____	\$ _____
6. _____	_____	\$ _____
7. _____	_____	\$ _____

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after the opening of Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing or delivering of such notice, execute and deliver a Contract in the Standard Form of Agreement of the American Institute of Architects.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder, 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 his 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 a 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 be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
- (3) No attempt has been made or will be made by the Bidder to induce any person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

FIRM _____

BY *(signature)* _____

PRINT NAME _____

TITLE _____

ADDRESS _____

(Corporation Seal if Applicable)

If a corporation, give the State of Incorporation using the phrase, "A corporation organized under the laws of the State of New York".

If the partnership, give names of partners, using also the phrase, "Co-partners trading and doing business under the firm name and style of _____".

If an individual, give the individual's name, using also the phrase "An individual doing business under the firm name and style of _____".

*****End of Section*****

MILLENNIUM HOTEL ENTRANCE

DIV. 0 - PROCUREMENT & CONTRACTING REQUIREMENTS

ARCH. JOB #: 219071

SECTION 00 72 00 - GENERAL CONDITIONS OF CONTRACT

REFERENCE:

The American Institute of Architects

A.I.A. Document A-201

General Conditions of the Contract for Construction

Latest Edition

is hereby made a part of the Contract Documents

by reference.

PART I - GENERAL

1.01 CONTRACT

The Form of Agreement Between the Owner and Contractor (Stipulated Sum), AIA Document A101, Standard Form of the American Institute of Architects, 2007 edition, pages 1 through 7, shall be used as the contract and shall form a part of these bidding documents.

This document is kept on file in the Architect's office and may be examined upon request by any of the bidders.

1.02 EXECUTION, CORRELATION, INTENT OF DOCUMENTS

Make no changes from Contract Documents without first receiving written permission from the Architect. Where detailed information is lacking, before proceeding with work, refer matter to Architect for information.

If work is required in manner to make it impossible to produce first class work, or should discrepancies appear among Contract Documents, request interpretation before proceeding with work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner. Should conflict occur in or between drawings and specifications, interpretation shall be given preference in the following order, with later dates taking precedence over earlier dates:

- A. Addenda
- B. Amendments (SK Drawings) to the Drawings
- C. Amendments to the Specifications
- D. Specifications
- E. Drawings:
 - 1. Schedules and piping and wiring diagrams take precedence over other data shown on the drawings.
 - 2. Notes take precedence over other data shown on the Drawings, except schedules and piping and writing diagrams.
 - 3. No article, paragraph, or sentence of the Specifications or drawings is omitted, unless expressly so stated in the Addenda or Amendments. It is the Contractors responsibility to bring any conflict between drawings and, or written notes and specification to the Architect immediately. If not brought to the attention of the Architect in writing it will be assumed that the more expensive of the items is being provided.
 - 4. Omissions from the drawings or specification, or the misdescription of details for work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work; but they shall be performed to complete the work as it is intended, without any gaps between the various subdivision of work or between the work of the Contractor and all subcontractors, as if fully and correctly set forth and described in the drawings and specifications.

1.03 REPRODUCTION OF DOCUMENTS

Contractor/Owner shall compensate Architect for reproduction of Instruments of Service, including electronic copies of drawings produced at Architect's office as follows:

- A. Prints, e-files in .dwf & .pdf format 6 sq. ft. = \$2.75, 8.75 sq. ft. = \$3.75
- B. Reproducible Original 6 sq. ft. = \$18.50, 8.75 sq. ft. = \$23.00
- C. Electronic files of individual drawings in .DWG (cad) format.
 - 1. 1 \$150.00
 - 2. 2-5 \$150.00 first drawing plus \$135.00 each additional drawing
 - 3. 6-10 \$850.00 first 5 drawings plus \$115.00 each additional drawing
 - 4. 11-20 \$1,350.00 first 10 drawings plus \$85.00 each additional drawing
 - 5. >20 \$2,115.00 first 20 drawings plus \$50.00 each additional drawing

1.04 SUBCONTRACTORS

(Amend Article 5.2.1 of the General Conditions by the addition of the following):

Within 10 days after awarding of the contracts, the prime Contractors shall submit a list of subcontractors he/she will employ in the construction of the project for approval to the Architect.

1.05 CHANGES IN THE WORK - Construction Change Directives

(Add the following Subparagraph 7.3.6.1):

7.3.6.1 The allowance for overhead and profit combined in the total cost to the Owner, shall be based on the following schedule:

- .1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- .2 For the Contractor, for Work performed by the Contractor's subcontractor, ten percent (10%) of the amount due the subcontractor.
- .3 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- .4 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and subcontract. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

(Amend subparagraph 7.3.7 of the General Conditions by the addition of the following):

In the third sentence change to read ...amount for overhead and profest as set forth in the Agreement or Supplementary General Conditions of the Project Specification, or if not such amount is set for th in the Agreement, a ...

1 .06 PAYMENTS AND COMPLETION

(Amend Article 9.4.1 of the General Conditions by the addition of the following):

Payments will be made on the basis of progress and will be made one monthly. Application for Payment Form shall be submitted to Architect in triplicate on AIA Standard Form Document G702 on or before the first (1st) of each month for payment by the thirtieth (30th) of the month. Progress payments shall be made upon monthly requisitions from the contractor in the amount of ninety percent (90%) of the contract sum allocated to labor and materials for that monthly period.

(Amend Article 9.8.1 of the General Conditions by the addition of the following):

Substantial completion is defined as the point of time when the Owner is able to use the facility in its entirety as intended by the Construction Documents.

1 .07 PROTECTION OF PERSONS AND PROPERTY

(Amend Article 10.1 of the General Conditions by the addition of the following):

All items of work required for the protection of public, workmen, site and construction operation as required by the General Conditions and/or laws or regulations shall be completed before the work is started on the project.

--- END OF SECTION ---