

## H.T. DANCE COMPANY, INC./CHEN DANCE CENTER

### INVITATION TO BID

H.T. DANCE COMPANY, INC./CHEN DANCE CENTER (Owner) is inviting bids from general contractors to perform alterations to Owner's office space and its building lobby and stairs at 70 Mulberry Street, New York, NY.

The construction activities outlined in this invitation to bid are funded by the Lower Manhattan Development Corporation (LMDC), which programs are funded through a Community Development Block Grant (CDBG) from United States Department of Housing and Urban Development (HUD). To govern and administer such funding of construction activities, LMDC and Owner have executed or will be executing a "Subrecipient Agreement" (Subrecipient Agreement) between LMDC, as "Grantee", and Owner, as "Subrecipient".

This project has a stated Minority- and Women-Owned Business Enterprise (M/WBE) goal of 20% participation (which both Owner, as the Subrecipient, and all of its contractors, who are referred to in the Subrecipient Agreement as "subcontractors", will abide by when able and where applicable). Among the criteria that Owner will consider in selecting a bid, is the bidder's ability to meet or exceed this M/WBE goal.

NOTE: Because of the nature of the alterations work and the usage of the site and building, the Owner anticipates that the work may be performed only during the period commencing June 24, 2013 and ending August 30, 2013.

NOTE: Capitalized terms used and not otherwise defined in this invitation to bid, may have the meanings ascribed to those terms in the Standard Form of Agreement Between Owner and Contractor (Stipulated Sum), latest addition, published and distributed by the American Institute of Architects, AIA Doc. A101 and/or the General Conditions for Construction, latest addition, published and distributed by the American Institute of Architects, AIA Doc. A201.

#### SCOPE OF WORK

All details for the following work are included in the architectural construction documents set and the specifications. All construction work must be performed according to these documents.

##### 1. DEMOLITION

- a. Remove all existing paint from the existing brick walls up to the 2<sup>nd</sup> floor.
- b. Remove all existing paint from the existing stairs and railings up to the 2<sup>nd</sup> floor.
- c. Remove the existing built-up cement floor on the ground floor to expose the underlying structural slab.
- d. Clean and patch the memorial plaque.
- e. Remove the existing radiator at the ground floor.

##### 2. FLOOR

- a. Clean and patch all existing slate stone at floors and stairs up to the 2<sup>nd</sup> floor.
- b. Provide new concrete leveler for the floor at ground floor.
- c. Provide and install one marble slab at the center of ground floor up to the 2<sup>nd</sup> floor.

### 3. PAINT WORK

- a. Paint all cleaned existing brick wall with clear sealer up to the 2<sup>nd</sup> floor.
- b. Paint all existing stairs and railings up to 2<sup>nd</sup> floor.

### 4. RAILING WORK

- a. Replace all existing wood handrail on the existing brick wall up to the 2<sup>nd</sup> floor with stainless steel railings.

### 5. ENTRANCE DOOR

- a. Repair the mechanism of the entrance door.
- b. Sand, patch and repaint the entrance door.

### 6. LIGHTING

- a. Provide and install new ceiling surface mount light fixtures for ground floor and 2<sup>nd</sup> floor including the landing areas.
- b. Provide and install new custom-design linear wall lights on the brick walls up to the 2<sup>nd</sup> floor.
- c. Provide and install new lighting for the memorial plaque.
- d. Provide and install a new theater light suspended from the 6<sup>th</sup> floor ceiling.

### 7. MISCELLANEOUS

- a. Provide and install 4 new multi-media projectors at 4 locations between the 1<sup>st</sup> and the 2<sup>nd</sup> floor.
- b. Provide and install two suspended information banners with LED light tubes.
- c. Provide and install one perforated metal projection screen on the wall of the ground floor.
- d. Provide and install one acrylic protection panel for the memorial plaque.

### 8. ELECTRICAL/MECHANICAL

- a. Provide electrical connections to all lighting fixtures, including light fixtures in the handrail and the banners.
- b. Provide electrical and data connections to all the projectors.

## QUALIFICATIONS OF THE GENERAL CONTRACTOR

The General Contractor to perform work for this project must meet the following qualifications:

1. Submit a copy of current New York City general contractor license.
2. Electrical and mechanical subcontractors under the general contractor must submit current New York City professional licenses.
3. Provide current certificates of insurance evidencing the coverage set forth in Section E of this invitation to bid.
4. Minimum 10 years experience in quality interior constructions in charge of multiple trades.
5. The G.C. and his foreman must be able to communicate fluently in English.

6. Quality in-house millwork capability to perform intricate custom designs for:
  - Wood -- Bend and shape to specified radius and shapes; incorporate electrical devices; and provide quality finishes.
  - Metal -- Bend and shape to specified radius and shapes; incorporate electrical devices; and provide quality finishes and/or powder coating.
  - Acrylic -- Work with specified details and incorporate electrical devices.
7. Demonstrate ability to provide precision work for stone, masonry, concrete, painting, plumbing, electrical and other on-site work.
8. Thoroughly familiar with AIA contracts, requisition forms and processes, DOB requirements and protocols, and inspection procedures.
9. Provide experienced on-site foreman for the entire construction.
10. Provide a minimum of three (3) references for comparable work completed in New York City.

NOTE: As previously stated above, this project has a stated Minority- and Women-Owned Business Enterprise (M/WBE) goal of 20% participation. Among the criteria that Owner will consider in selecting a bid, is the bidder's ability to meet or exceed this M/WBE goal.

## BIDDING REQUIREMENTS / GENERAL CONDITIONS

### SECTION A

#### INVITATION TO BID / INSTRUCTIONS TO BIDDER

Sealed Bid will be received by Tuesday, May 28, 2013 for the construction of alterations to Chen Dance Center at 70 Mulberry Street, New York, NY 10013, in accordance with the drawings and specifications.

1. Bids must be made in a proposal form in the manner designated, enclosed in a sealed envelope, with the name and address of the Bidder noted on the outside. Bids will be received by Dian Dong, Associate Director of Chen Dance Center, at 70 Mulberry Street, 2<sup>nd</sup> Floor, New York, NY 10013.
2. Bids must be received no later than Tuesday, May 28, 2013 at 5:00 pm. Bids will be opened privately. No Bid may be withdrawn for a period of sixty (60) days after the date set for receipt.
3. The Owner reserves the right to reject any and all Bids or to waive formality in the bidding process.
4. Each Bidder shall be responsible for carefully examining the drawings, specifications, and all other Contract Documents and examining the site and existing conditions. Each Bidder shall carefully inform him/herself as to all limitations and conditions under which the work is to be performed.

Each Bidder may examine the site and existing conditions during any of the following scheduled, open site visits: (a) Monday, May 6, 2013, between 12:00 noon and 1:00 pm, (b) Monday, May 13, 2013, between 12:00 noon and 1:00 pm, and (c) Tuesday, May 21, 2013, between 12:00 noon and 1:00 pm.

5. In addition, each Bidder shall submit and include as a part of its Bid: (a) Bidder's plan to meet or exceed a Minority- and Woman-Owned Business Enterprise (M/WBE) goal of 20% participation in the project (M/WBE Plan), and (b) Bidder's completed LMDC "STANDARD BUSINESS BACKGROUND QUESTIONNAIRE" (Completed SBBQ), which questionnaire is attached hereto as ATTACHMENT #1. A Bid will not be deemed complete unless and until the Bidder has submitted its M/WBE Plan and its Completed SBBQ.

SECTION B

FORM OF BID

From: \_\_\_\_\_ (Bidder)

\_\_\_\_\_ (Address)

\_\_\_\_\_

To: Dian Dong, Associate Director

Chen Dance Center

70 Mulberry Street, 2<sup>nd</sup> Floor

New York, NY 10013

Re: Alterations to 70 Mulberry Street

1. Pursuant to and in accordance with your invitation to bid and Contract Documents relating to construction of alterations to 70 Mulberry Street, New York, NY 10013, and including the Bid Set of Construction Set (drawings) - 07/17/2012, Attachment #1 and Attachment #2 described in your invitation to bid, the undersigned Bidder, having become thoroughly familiar with the space, terms and conditions of the Contract Documents and with the existing construction, site and local conditions affecting performance and cost of the work in all particulars, hereby submits the following:

A. Base Bid:

All labor, materials, services, allowances, and equipment necessary for the completion of the Work, for the lump sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

B. For information purposes only, the base price is broken down by the following categories. Contractor shall provide more detailed breakdown of the contract sum when requested by the Architect. This information will serve as the basis for payment application (AIA Doc. G702).

C. Breakdown of Cost Work

1. GENERAL CONDITIONS	\$
2. DEMOLITION AND REMOVAL FOR STAIRWELL AND 2 <sup>ND</sup> FLOOR OFFICE	\$
3. CONCRETE WORK FOR FLOOR	\$
4. BRICK WORK (INCLUDING STRIPPING, CLEANING, PATCHING AND SEALING)	\$
5. METAL STAIR/GRILLES AND RAILING STRIPPING, CLEANING, REPAIR AND REPAINT	\$
6. STONE WORK FOR FLOOR	\$
7. ELECTRICAL AND LIGHTING	\$
8. WALL LIGHT TUBES AND ELECTRICAL WIRING	\$
9. WOOD FLOOR FOR 2 <sup>ND</sup> FLOOR OFFICE	\$
10. PROJECTORS PURCHASE, INSTALLATION AND WIRING	\$
11. CENTRAL BANNER FABRICATION AND INSTALLATION	\$
12. WALL AND CEILING REPAIR FOR 2 <sup>ND</sup> FLOOR OFFICE	\$
13. ENTRANCE DOORS AND FRAMES REPLACEMENT	\$
14. PERFORATED METAL PANEL FABRICATION AND INSTALLATION	\$
15. ACRYLIC PANEL FABRICATION AND INSTALLATION	\$
16. PAINTING	\$
17. MISCELLANEOUS	\$
18. OVERHEAD AND PROFIT	\$
19. TOTAL	\$

NOTE: All Work shall conform to the List of Drawings described in Section G.

## 2. Withdrawal of Bid

The Bidder understands that the Owner reserves the right to reject any and all Bids, but that this Bid shall remain open and shall not be withdrawn for a period of sixty (60) days after the date prescribed for its opening.

## 3. Time for Completion

The Bidder, if awarded the contract for Construction, agrees to commence work within seven (7) days of receipt of written Notice to Proceed, and that he/she will complete the work by Friday, August 23, 2013. Substantial completion shall be no later than Friday, August 16, 2013.

## 4. Execution of Agreement

The Bidder, if awarded the contract, shall execute and deliver Contract Documents to the Owner, including proof of insurance coverage required, within seven (7) days of receipt of written notification by the Owner of acceptance of Bid.

## 5. Interpretation of Construction Documents Prior to Bidding

If Bidder is in doubt as to the true meaning of scope of, or finds discrepancies/omissions in the Construction Documents and Specifications, he/she shall contact the Architect for interpretation/clarification. Interpretations, revisions or corrections to Construction Documents and specifications shall be made by Addendum and provided to each Bidder of record. The Owner shall not be responsible for any explanation or interpretations of Construction Documents or Specifications.

## 6. Alternates

- A. Amount of alternative prices shall include in total cost of modifications including overhead and profit, expressed of decrease to overall Bid.
- B. Schedule of Alternates: See Description of Project for alternates listed under each specification section.

## SECTION C

### FORM OF AGREEMENT

The Form of Agreement which the successful Bidder/Contractor will be required to execute is the Standard Form of Agreement Between Owner and Contractor (Stipulated Sum), latest addition, published and distributed by the American Institute of Architects, AIA Doc. A101.

### IMPORTANT CONTRACTUAL PROVISIONS

As previously stated above, this project has a stated Minority- and Women-Owned Business Enterprise (M/WBE) goal of 20% participation (which both Owner, as the Subrecipient, and all of its contractors, who are referred to in the Subrecipient Agreement as "subcontractors", will abide by when able and where applicable).

According to Section X.D.2.c. of the Subrecipient Agreement, the following provisions of the Subrecipient Agreement shall supplement and be incorporated into said Standard Form of Agreement Between Owner and Contractor:

#### List of Required Terms

- VII.A. General Compliance
- VII.C. Hold Harmless
- VII.D. Workers' Compensation
- VII.E. Insurance and Bonding
  - VII.E.1 Commercial General Liability Insurance
  - VII.E.2 Automobile Liability and Property Damage Insurance
  - VII.E.3 Workers' Compensation
  - VII.E.4 Excess Liability Insurance
  - VII.E.5 Certificates of Insurance
- VII.F. Grantor/Grantee Recognition
- VII.H. Suspension or Termination
- VIII.B.2. Records Retention
- VIII.B.3. Personal Data
- VIII.B.4. Disclosure
- VIII.B.5. Property Records
- VIII.B.6. Close-Outs
- VIII.B.7 Audits and Inspections
- IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT
- X. PERSONNEL AND PARTICIPANT CONDITIONS
  - X.A. Civil Rights
    - X.A.1. Compliance
    - X.A.2. Nondiscrimination
    - X.A.3. Land Covenants
    - X.A.4. Section 504
  - X.B. Affirmative Action
    - X.B.1. Compliance with E.O. 11246
    - X.B.2. M/WBE (Schedule C)
    - X.B.3. Access to Records
    - X.B.4. Notifications
    - X.B.5. EEO/AA Statement



- X.B.6. Subcontract Provisions
- X.C. Employment Restrictions
  - X.C.1. Prohibited Activity
  - X.C.2. Labor Standards (Davis-Bacon Act)
  - X.C.3. "Section 3" Clause
    - X.C.3.a. Compliance
    - X.C.3.b. Notifications
    - X.C.3.c. Subcontracts
    - X.C.3.d. Reporting. (Quarterly reports - Exhibit A-7)
  - X.C.4. September 11, 2001 Recovery
    - X.C.4.a. Compliance
    - X.C.4.b. Reporting. (Quarterly reports - Exhibit A-8)
- X.D.3. Hatch Act
- X.D.4. Conflict of Interest
- X.D.5. Lobbying
- X.D.6. Copyright
- X.D.7. Religious Organization
- XI. ENVIRONMENTAL CONDITIONS
  - XI.A. Air and Water
    - XI.A.1 Clean Air Act, 42 U.S.C. § 7401, et seq.;
    - XI.A.2 Federal Water Pollution Control Act;
    - XI.A.3 Environmental Protection Agency ("EPA") regulations pursuant to 40 CFR Part 50, as amended.
  - XI.B. Flood Disaster Protection
  - XI.C. Lead-Based Paint
  - XI.D. Historic Preservation
  - XI.E. Environmental Performance Commitments

NOTE: A COPY OF THESE REQUIRED TERMS FROM THE SUBRECIPIENT AGREEMENT IS ATTACHED HERETO AS ATTACHMENT #2.

## SECTION D

### GENERAL CONDITIONS

The form of the General Conditions shall be the General Conditions for Construction, latest addition, published and distributed by the American Institute of Architects, AIA Doc. A201.

## SECTION E

### OWNER'S INSTRUCTION FOR INSURANCE

Contractor shall deliver to the Owner certificates evidencing the following insurance coverage:

1. Comprehensive personal liability and property management insurance policies each in the amount of \$2,000,000. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice.
2. Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.
3. All applicable requirements, if any, stated in an "alteration agreement" or other agreement between the building owner, as landlord or licensor, and the Owner, as tenant or licensee, governing the performance of the Work.
4. All other INSURANCE AND BONDING REQUIREMENTS stated in Sections VII.E.1 through VII.E.5 of the Subrecipient Agreement, which Sections are included among the required terms from the Subrecipient Agreement that are attached hereto as ATTACHMENT #2.

## SECTION F

### SUPPLEMENTARY CONDITIONS

1. The following supplements modify the "General Conditions of the Contract for Construction," AIA DO. A201-2007, where a portion of the General Condition is modified by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.
2. In the case of conflicts or discrepancies between the Drawings and the Specifications or within either document not clarified by Addendum, the Architect will determine which takes precedence.
3. All dimensions as shown on bid documents are to be field verified. Contractor should notify the Architect of any discrepancies that may exist.
4. The (selected) Contractor will be furnished with PDF files of the Drawings, Specifications and Project Manuals. Hard copies will be reproduced and furnished at the cost of reproduction, postage and handling.
5. Contractor must prepare and submit all Shop Drawings, Samples and other similar data in

strict accordance with the following provisions:

#### A. Shop Drawings

1. Submit in the quantity which is required to be returned plus 1 copy which shall be retained by the Architect.
2. Submittals that require no corrections by The Architect will be marked "Approved".
3. Submittals that require only a minor amount of correcting will be marked "Approved As Noted". This mark shall mean the checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on work "Approved As Noted" provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, the item will be rejected in the field and Contractor will be required to replace such work in accordance with corrected submittals.
4. When submittals are marked "Return For Correction", details of items noted by the Architect shall be further clarified before approval can be given, and noted items must not be fabricated until corrected and approved. Unmarked items may be fabricated unless otherwise directed.
5. When submittals are contrary to contract requirements or too many corrections are required, they shall be marked "Disapproved". No work shall be fabricated under this mark. Architect shall list reasons for rejections on the submittals or in the transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.

#### B. Samples

1. Submit in the quantity which is required to be returned plus 1 which shall be retained by the Architect.
  2. Each sample shall be labeled with the project name, project number, Contractor's name, trade name or other identification related to the letter of transmittal.
  3. Samples which are rejected by the Architect must be resubmitted as soon as possible and shall be marked "Resubmitted Sample" in addition to the other information required.
6. The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of Work is shown as a single line item on AIA Doc. G703, Certificate of Payment, Continuation Sheet.
  7. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Doc. G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Doc. 703, Continuation Sheet.
  8. Until final payments, the Owner shall have paid 90 percent of the amount due the Contractor on account of progress payments.

**SECTION G**

**LIST OF DRAWINGS**

- 1. PERMIT DRAWING - DOB APPROVED 12/05/12
- 2. CONSTRUCTION SET (drawings) - 07/17/2012

- T100 - TITLE SHEET, NOTES & PLOT PLAN
- A100 - CONSTRUCTION FLOOR PLAN
- A200 - REFLECTED CEILING PLANS
- A300 - INTERIOR LOBBY ELEVATION DRAWINGS
- A301 - INTERIOR LOBBY ELEVATION DETAIL DRAWINGS
- A302 - INTERIOR LOBBY DETAIL DRAWINGS
- A303 - INTERIOR LOBBY DETAIL DRAWINGS
- A304 - SECOND FLOOR OFFICE

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**CERTAIN TERMS GOVERNING THIS INVITATION TO BID**

Owner will select the bid, which, in its sole judgment, most successfully demonstrates the necessary qualities to undertake the project, offers most favorable financial terms, and best meets the other needs and goals of the project. Owner reserves the full right to reject all bids if it so chooses. Owner will not pay any costs incurred in response to this invitation to bid.

Let it be known by all person(s) who respond to this invitation to bid that the work to be performed under contract with Owner is for a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701). Please refer to our website for details.

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**ATTACHMENTS**

- BID SET of "CONSTRUCTION SET (drawings) - 07/17/2012" described in Section G
- ATTACHMENT #1 - LMDC's "STANDARD BUSINESS BACKGROUND QUESTIONNAIRE"
- ATTACHMENT #2 - REQUIRED PROVISIONS OF SUBRECIPIENT AGREEMENT TO BE INCORPORATED INTO CONTRACT BETWEEN OWNER AND GENERAL CONTRACTOR

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THANK YOU - We look forward to reviewing your Bid.