

**IMPROVEMENTS TO ST. LUKE'S
EPISCOPAL CHURCH
73 SOUTH FULLERTON AVENUE
Montclair, New Jersey**

PROPOSED SHOP DOOR

RFP 2019-8.0

**Project No. 17009
Date: November 4, 2019**

1.000 GENERAL REQUIREMENTS:

1.100 GENERAL CONDITIONS:

The General Conditions within AIA Document A107-2007, applies to and forms a part of this contract. This document can be obtained from the American Institute of Architects.

1.200 SUPPLEMENTARY CONDITIONS:

Foreword:

It is the intent of the supplementary conditions to expand, supplement and amend the information contained in the general conditions. If any contradiction does occur, the supplementary conditions shall take precedence in the interpretation.

1.201 SPECIFICATION FORMAT:

This project does not have a separate written specifications packet. Specifications are included in the bid drawings.

Titles to Divisions, Sections and Paragraphs are introduced for convenience and shall not be taken as complete or correct segregation of the work of any contractor. No consideration will be given for any error or omission by any contractor caused by real or alleged mis-arrangement in these documents.

Should the bidders discover that the wording, misspelling or omission of words confuse the true meaning or cause doubt as to the true meaning of the terms or conditions, they shall notify the Architect immediately. Failure to make the proper interpretation or making the necessary inquiry shall be the contractor's responsibility.

Under no circumstances should any pages be removed from this specification during the bidding process.

1.202 MATERIALS:

All materials incorporated in the work shall be new and in perfect condition and if not otherwise specified shall be of standard quality acceptable to the architect.

Substitutions for materials specified by Manufacturer, Trade Name or Quality shall not be made without the approval of the Architect.

The terms "equal," "equal as approved," or "approved equal" shall all mean "equal as approved by the Architect."

The term "supplied by Owner" shall mean that the item shall be supplied to the site by the Owner. The item shall be installed by the Contractor along with all necessary labor and materials to achieve a complete finished installation.

The term "selected by Owner" shall mean that the item shall be selected by the Owner from samples provided by the Contractor. The Contractor shall supply and install the item.

1.203 OWNER:

Wherever in these documents the word "Owner" is used it shall refer to St. Luke's Episcopal Church in the Diocese of Newark. The contacts for the Church are as follows:

- Sue Villarosa & Tom Cochran, Co-Chairs of the Capital Campaign Subcommittee;
- Christine Corso, Director of Communications;
- The Rev. John Mennell, Rector

Telephone: (973) 744-6220 x. 301 (Director of Communications; office hours 9-5 M-F)

Email: corso@slechurch.org

During bidding, inspection of site shall be arranged with the owner via the Architect or the Parish Director of Communications.

1.204 ARCHITECT:

Wherever in these documents the word "Architect" is used it shall refer to the office of Sionas Architecture P.C, 8 Hillside Avenue, Suite 208, Montclair, New Jersey 07042. Telephone: 973-783-2958. (Jackson Bangs, extension 203). Email: Jackson@sionasarchitecture.com.

1.205 CONTRACTOR:

Wherever in these documents the word "Contractor" is used it shall refer to the general contractor.

1.206 PROJECT DOCUMENTS:

The contract documents shall be as follows:

Prints of drawings: prepared by Sionas Architecture, P. C., Sheets C1, A1, A2; 11.1.19

Print of drawings prepared by Christie Engineering P.C, Sheet S1; 11.1.19;

Contract Manual (this document) prepared by Sionas Architecture, P. C., 11.4.19

1.207 SCOPE OF THE WORK:

Unless otherwise specifically noted, all work on the project shall be done under one general construction contract and the general construction contractor shall be directly responsible for the work of all trades and subcontractors.

The general construction contractor shall provide all labor and materials, services and transportation, energy and tools necessary for and incidental to the entire and proper completion of the work as shown, described or reasonably implied in or by these documents.

1.208 UTILITIES DURING CONSTRUCTION:

The owner shall provide and pay for all normal utilities including water and electrical service during construction. The contractor shall make arrangements with the owner prior to the start of construction for the provision of these utilities.

1.209 SHOP DRAWINGS:

Wherever in these specifications it is noted that shop drawings of various items or materials are to be provided for the architect's or owner's approval, a digital copy, three (3) printed copies or one PDF copy of such drawings shall be submitted to the Architect. One of these shall be returned when approved by the Architect or owner. If drawings are submitted digitally, the returned copy shall also be digital. All digitally-submitted PDFs shall be clearly labeled files. Sheets for each submittal shall be bound into one file. (This shall also apply to cut sheets submitted for mass-produced products.)

The contractor will be expected to thoroughly check all his/her shop drawings with regard to measurements, sizes of members, quality, quantity, materials and details to satisfy him that they conform to the intent of the Architect's plans and specifications. Drawings found to be inaccurate or otherwise in error are to be returned for correction before submitting them to the Architect.

The Architect will check shop drawings for conformity with the design concept and for compliance with the contract documents only. Quantities, fabrication details, techniques of construction or erection, coordination and dimensions other than design dimensions shall be the responsibility of the contractor involved. Any work done on the project without Architect approved shop drawings shall be done at the risk of the contractor involved. When work done on the project does not require shop drawings but requires coordination with shop drawings of other contractors, such coordination shall be the responsibility of the general construction contractor.

1.210 WORK NOT INCLUDED:

Any work or item noted "By Owner" or "N.I.C." (Not in contract), or "By Others", shall not be included in this contract, but in general, the contractor involved shall make provisions for their installation and shall make such installations where indicated or specified.

1.211 EXTRA WORK OR CHANGES:

No extra work or changes except as noted below shall be ordered or authorized until the cost of this work is agreed upon and then only when such work is ordered or authorized in writing by the architect or owner. The architect or owner may verbally order extra work to be done or changes made when he deems it necessary for the purpose of general safety or for the protection of property.

1.212 EXAMINATION OF DOCUMENTS:

It is the intent of the plans and specifications to accurately and completely provide all the information required for and necessary to the proper execution of all work for this project.

Should any error, conflict, omission or inadequacy be found in these documents the contractor shall bring it to the attention of the Architect for clarification or correction. The Architect will send written notification to all contractors of any changes, clarifications, or corrections to be made in the documents prior to the submission of bids. Note that questions will not be answered between the dates of November 14th and 21st, or on Thanksgiving or Black Friday.

It is the responsibility of each contractor to be fully familiar with the plans and specifications of all phases of the project in order to insure coordination of construction and cooperation between contractors.

All inquiries regarding the documents during bidding and during construction shall be directed through the Architect's office. Clarifications or changes in the documents obtained from any other source will not be honored.

1.213 RESPONSIBILITY FOR ADEQUACY:

It is the intent of the plans and specifications to indicate, detail, and specify items, materials and methods of construction and installation that are at least adequate for the purpose or use indicated or reasonably implied.

It is the responsibility of the contractor, his/her subcontractors, tradesmen/women and material suppliers to satisfy themselves as to the adequacy of all items, materials and methods of construction for the purpose or use indicated. If any inadequacies are found or suspected, they shall be brought to the attention of the architect for investigation or correction.

No contractor, subcontractor, tradesman or material supplier shall be relieved of responsibility for such inadequacy regardless of indication, detail or description in the plans and specifications.

If any such inadequacy is found in the project and the responsible party by his knowledge, experience or good judgment could have reasonably prevented it, it shall be corrected as directed by the Architect at the expense of the responsible party.

1.214 CONTRACTOR'S CONSTRUCTION SUPERVISION:

The contractor shall supervise the work or shall place in charge of the work an experienced and responsible superintendent who shall remain on the job every working day from the beginning to the substantial completion of the work. The superintendent shall have full authority to act for the contractor in all matters concerning construction, changes, extras and other similar job conditions.

1.215 PERMITS:

The general construction contractor shall obtain and maintain any and all permits required for the performance or acceptance of his/her work. The owner is a tax-exempt organization and will provide the successful contractor with the appropriate certifications.

1.216 RELEASE OF LIENS:

Pursuant to the Mechanics Lien Laws of the State of New Jersey, all contract documents concerning work in, on or around this project shall be filed by the general contractor with the county clerk and thereby will be accessible to all interested parties.

1.217 LAWS, CODES AND ORDINANCES:

The specifications shall be supplemented by the laws, codes, and ordinances of all National, State, County, and Municipal Agencies having jurisdiction over the work. In the event of contradiction between the contract documents and said laws, codes and ordinances, the latter shall take precedence.

1.218 CONTRACTS AND BONDS:

The successful bidder shall be expected to execute a contract on the standard form of agreement, A 107-2007 Standard Form of Agreement between the Owner and Contractor for a Project of Limited Scope, or a mutually agreed upon form of agreement (as agreed by the owner and the general contractor).

The successful bidder shall provide a Performance Bond as a separate line item in the bid, as required by the Owner. The cost of said bond shall not be included in the base bid but be listed separately in 1.304 (Bid Form). Following selection of a contractor, the owner may or may not decide to purchase this bond.

1.219 TAXES:

St.Luke's is a 501(c)(3) tax-exempt organization, and shall provide the successful contractor with a tax-exempt certification.

Each contractor-subcontractor shall include as part of his bid and contract amount any and all State-Federal taxes on services and materials required for or necessary to the completion of the project that do not qualify for tax-exempt status.

1.220 REQUISITION FORMS:

The contractor shall obtain from the Architect the appropriate application for payment forms.

1.221 FINAL PAYMENT:

The contractor shall provide all written guarantees, warranties and service manuals to the owner. If required by the Township, the Owner shall obtain a Certificate of Occupancy from the Township of Montclair and/or a written approval from the appropriate Township official prior to issuance of approval for final payment.

1.222 GENERAL SITE CONDITIONS:

Each contractor shall assume the responsibility for the verification of all conditions and dimensions at the site and as shown on the drawings before any of the work is started or material ordered.

1.223 LAYING OUT THE PROJECT:

Each contractor shall be responsible for the laying out of the project and establishing all levels and grades on the site that pertain to his/her work, all of which shall be subject to the Architect's and Owner's approval. Any differences in dimensions, grades or site conditions from those indicated on the plans are to be brought to the immediate attention of the Architect or Owner for correction or clarification prior to the commencement of any site clearing or excavation.

1.224 OCCUPANCY OF THE EXISTING BUILDING:

The building and surrounding site will be occupied during construction. The building and property will be in use by the owner and various other organizations.

Care shall be taken to respect the property and be respectful of surrounding neighbors. Any damage to existing construction and owner's possessions caused by construction activity during this contract shall be the responsibility of the contractor. The contractor shall provide a 'Port-A-John' for his use. The Owner shall approve the location of the 'Port-A-John' on site prior to placement.

1.225 ACCIDENT PREVENTION AND PROTECTION:

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not contrary to applicable laws and ordinances.

The contractor shall protect the site, the materials and the work from damage due to wind, water, vandalism and theft and shall take all reasonable precautions to prevent damage. All protection and methods of protection shall at all times be subject to the review of the Architect and Owner and shall be properly maintained until the completion of all the work under the contract or until their removal is ordered by the Architect or owner.

1.226 INSURANCE:

The Contractor and any Subcontractors shall maintain comprehensive general liability insurance from the inception of the project until all work is completed and accepted by the Owners with limits of no less than:

- \$1M each occurrence (bodily injury and property damage),
- \$1M for personal and advertising injury liability,
- \$1M aggregate on products and completed operations,
- \$2M aggregate.

The Contractor and any Subcontractors shall also maintain workers' compensation insurance as required by the state of New Jersey. This policy shall have limits of no less than:

- \$1M each accident for bodily injury by accident,
- \$1M each employee for bodily injury by disease,
- \$1M policy limit for bodily injury by disease.

The Contractor and any Subcontractors shall also maintain auto liability insurance. This policy shall have limits of no less than:

- 1M combined single limit each accident for bodily injury and property damage.
- It shall include coverage of all owned, hired, and non-owned autos.

The policy or policies must be endorsed to name the Owner and Architect as additional insureds. Insurance policies shall include a waiver of subrogation. The policy or policies must also be

endorsed as primary insurance to any insurance otherwise available to the Owner and Architect.

Contractor shall not commence work under this contract until he/she has obtained all insurance required in this provision and such insurance has been approved by the Owners. No Contractor or Subcontractor may commence work on this project until certificates of insurance setting forth the requisite insurance coverage have been provided to the Owners.

One copy of the policies must be provided to the Owner and Architect each prior to the start of construction.

1.227 SUSPENSION OF WORK:

When the whole or a portion of the work is suspended for any reason, each contractor shall properly cover over, secure, and protect such of his/her work and material as may be liable to sustain injury from any cause and shall secure the existing project area.

1.228 CLEANING UP:

Each trade shall be responsible for the daily clean-up, collection, and disposal of all its debris and rubbish. At the completion of the work each trade shall remove all its remaining construction materials and equipment from the premises and shall leave the site clean and orderly. The contractor shall procure trash dumpsters for the contractors use and place them in a location to be approved by the owner. All labels and stickers are to be removed from materials and equipment built into the work and all surfaces are to be cleaned and left free from stains and drippings.

After all trades have left the project site, the contractor shall accomplish the final clean-up of the site. Debris and dirt left by construction shall be cleaned from the project site and areas adjacent to the site. Any existing construction to remain, including finishes damaged or soiled by contractor's work shall be repaired, cleaned or replaced by contractor to original condition.

1.229 OPERATING AND SERVICE MANUALS:

The contractor shall provide a copy of the manufacturer's operation and/or service manual for all equipment he supplies upon the completion of all the work.

1.230 FIELD MEASUREMENTS:

Before ordering any material or doing any work, each contractor shall verify all measurements at the project site and shall be responsible for the accuracy of same as they pertain to his work. No extra charge or compensation will be allowed due to difference between actual dimensions and the measurements indicated on the drawings. The Architect and Owner shall be immediately notified of any such discrepancies or contradictions before any further work is done. The contractor shall coordinate his work with work by others and with materials-equipment supplied by others.

1.231 STORAGE OF MATERIALS:

All materials shall be stored in a neat and orderly manner and those subject to weather damage shall be protected against the weather.

Storage piles shall be located as specifically approved by the Owner and shall be moved if necessary because of interference with the work of any contractor or access to the building.

1.232 WORKMANSHIP:

Only skilled mechanics are to be employed to do the work described herein. Good workmanship is

expected and required. Evidence of careless or faulty work will be cause for rejection and such work must be replaced or repaired at no expense to the owner.

1.233 CONSTRUCTION PROGRESS SCHEDULE:

Within 10 days after receipt of notification of award of the Owner-Contractor contract, the contractor shall, with the participation and approval of the contractors for all other work, submit to the Owner a construction progress schedule clearly depicting and describing activities of the contractor and dates for delivery of materials-equipment supplied by others.

It shall be the contractor's responsibility to maintain the progress of the work in accordance with the construction schedule and he/she shall notify the Owner at once if for any reason the progress cannot be maintained. If, in the opinion of the Owner, the work of any contractor falls behind schedule, that contractor shall take such steps as required, at no additional cost to the owner, to improve his progress and shall include such revised information to demonstrate the manner in which the agreed rate of progress will be regained on the next progress report.

1.234 WARRANTIES:

The contractor shall provide to the Owner, with a copy to the Architect, a written warranty that the completed work is free from defects in material and workmanship and completely complies with all applicable federal, state, and municipal building and construction codes. The contractor shall provide a written performance agreement wherein, for a **1-year** period from the date of final acceptance of the project, the contractor shall inspect and perform repairs to all defects which are not due to Owner's negligence, normal usage "wear and tear", accidental damage or abnormal natural occurrences (fire, hailstorms, earthquake, flood, etc.). The contractor shall provide to the Owner a copy of the manufacturer's warranty(s) for all equipment he supplies upon the completion of all the work under the contract.

1.235 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor and any and all Subcontractors shall indemnify, hold harmless and defend the Owner and Architect from and against any and all claims, lawsuits, accidents, damages, losses and expenses, including but not limited to attorney's fees, regardless of the cause or causes, arising out of or in any way resulting from or related to the performance of the work set forth in this contract. This indemnification is intended to apply to any claims against the Owner and Architect based upon their own negligence, fault, or liability under all circumstances except for instances in which the claim is ultimately determined to be caused by the sole negligence of the indemnified parties.

1.300 BIDDING

1.301BASE BID:

1.302ALTERNATES:

1. DELETE: cast stone pieces for door surround.
ADD: limestone pieces for door surround, choose limestone closest to existing
2. DELETE: supply of roofing slates. (Church has slate leftover from a previous project in storage on-site, it may or may not elect to supply its own material. GC shall still provide all other roofing materials and labor.)

1.303 BID DUE DATE:

Bids shall be due as directed by the Owner and be presented directly to the owner, with one copy to the Architect, **NO LATER THAN Friday December 6th at 5:00 p.m.**

1.304 FORM OF PROPOSAL:

Each contractor submitting a bid must use the following text of proposal, completed in its entirety, rewritten on his/her own letterhead, and presented in duplicate with each copy individually signed. Incomplete or qualified bids are subject to rejection.

1.305 TEXT OF PROPOSAL:

(date)
Capital Campaign Steering Committee
St. Luke's Episcopal Church
73 South Fullerton Avenue
Montclair NJ 07042

Dear Capital Campaign Steering Committee:

Having carefully examined the Contract documents as listed in Section 1.206 of this Contract Manual prepared by the office of Sionas Architecture, P.C., Project No. 17009, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all necessary and required materials and labor, services and transportation for the construction work base bid in accordance with said documents for the sum of:

(\$ _____).

Said amount includes all State and Federal Taxes on services and materials required for the completion of the project *that are not exempt* from taxes.

Performance Bond: If requested, a Performance bond shall be provided for this project for the sum of:

(\$ _____).

The Bond shall not be included in the base bid above.

Allowances (if any):

The following addenda have been received from the office of the Architect:

This bid contains the following substitutions for items specified: (List specified items and substitution items):

Alternates:

- 1. Add \$ _____ or deduct \$ _____ from the base bid
- 2. Add \$ _____ or deduct \$ _____ from the base bid

If the undersigned is notified of the acceptance of this proposal within ten (10) days of the time set for the opening of bids, he/she agrees to execute a contract for the subject work for the above stated compensation in the Form of the Standard Agreement Between Owner and Contractor of the American Institute of Architects. The undersigned agrees, if awarded the contract, to complete all of the work within _____ calendar days from the date that authorization to proceed is provided by the Owner.

Starting date for this work would be approximately _____.

Completion date for this work will be no later _____.

Very truly yours,

(sign both copies)

*****END OF CONTRACT MANUAL*****