

INSTRUCTIONS TO BIDDERS

ARTICLE 1 PROJECT AND BIDDING INFORMATION

1. Project Identification: Reconstruction to: Beacon High School.
 - a. Project Locations:
 - 1) Beacon High School: 101 Matteawan Road, Beacon, NY 12508.
2. Owner: Beacon City School District.
 - a. Address: 10 Education Drive, Beacon, NY 12508.
3. Bid Opening: Bids will be received until the following Bid opening date and time, at the following location:
 - a. Bid Opening Date and Time: **Thursday, July 17, 2025 at 1:00 p.m.**, local time.
 - b. Bid Opening Location: District Office Conference Room, 10 Education Drive, Beacon, New York 12508.
4. Bidders are invited to submit Bids for any, or all, of the following Prime Contracts:
 - a. Mechanical Work Contract MC
 - b. Electrical Work Contract EC
5. Access to the Project Site: Subject to Owner's prior approval of timing, Bidders will be permitted access to Project site on Monday through Friday, from 9:00 a.m. until 2:00 p.m., except legal holidays.
 - a. Contact Construction Manager below, prior to visiting Project site, to arrange access.
 1. UW Marx, Inc. – Jeff West (518) 272-2541.

6. Pre-Bid Conference: A pre-bid conference for potential Bidders and other interested parties will be held as follows:
 - 1) Pre-Bid Conference Date, Times and Location: To be coordinated with the District's Director of Facilities at 845-838-6900 Ext. 2014.
 - 2) **Special Instructions: Each attendee must show proper photo identification at check-in to be put into Owner's RAPTOR Visitor ID system prior to access of each building.**
7. Agreement Form: The following will be used as the basis for the form of agreement between the Owner and the Contractor (Owner-Contractor Agreement):
 - a. Standard Form of Agreement Between Owner and Contractor, AIA Document A132.

ARTICLE 2 DEFINITIONS

1. Definitions in the General Conditions of the Contract for Construction, AIA Document A201 A232, or in other Contract Documents are applicable to the Bidding Documents.
 - a. "Addenda": Written or graphic instruments issued by the Architect prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
 - b. "Bid": Complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
 - 1) "Base Bid": Sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated for Alternates.
 - 2) "Alternates": Amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
 - c. "Bidder": Person or entity who submits a Bid.

ARTICLE 3 BIDDING PROCEDURES

1. Bid Form: Complete the Bid Form provided, in duplicate, with all blank spaces for Base Bid and Alternates legibly completed in ink, or typewritten, in both words and figures.
 - a. In the event of a discrepancy between amounts written in words and figures, the amount written in words shall govern.
 - b. Bid Forms without amounts expressed both in words and figures will not be accepted.
2. Bid Attachments: Complete and submit the following attachments with the Bid Form:
 - a. Attachment #1: Non-Collusive Bidding Certification.
 - b. Attachment #2: Certified Corporate Resolution.
 - c. Attachment #3: Iranian Energy Divestment Certification

- d. Attachment #4: Certificate on Violations
- e. Attachment #5: Subcontractors List
- f. Attachment #6: Bidder's Qualifications
- g. Attachment #7: Insurance Certification Form
- h. Proposed subcontractor form 00 43 36

3. Bid Security:

- a. Submit, with the Bid Form, bid security in the amount of five percent of the Base Bid, in any of the following forms:
 - 1) Certified check, payable to the Owner; or
 - 2) Bid Bond, payable to the Owner, on Bid Bond, AIA Document A310, or standard bid bond form, duly executed by the Bidder as principal, with a surety company acceptable to the Owner.
 - a) Affix a certified and current copy of the power of attorney for the attorney-in-fact who executes the required bond on behalf of the surety.
- b. Within three days following the Bid opening, bid security will be returned to all Bidders, except the three apparent lowest Bidders.
 - 1) Within three days following execution of the Owner-Contractor Agreement, bid security will be returned to the three apparent lowest Bidders.
 - 2) If the Owner-Contractor Agreement has not been executed within 45 days following the Bid opening, bid security will be returned to the three apparent lowest Bidders, except as noted below.
- c. Should the accepted Bidder, within 10 days following Notice of Award, fail or refuse to execute the Owner-Contractor Agreement and to provide the required performance and payment bonds, the accepted Bidder will be deemed to have abandoned the Contract and its bid security will be forfeited to the Owner.

4. Bid Submission: Submit each Bid, including attachments, in a sealed envelope bearing the Bidder's name and address, name of Contract, and name of Project. Deliver Bid to location specified no later than the Bid opening date and time indicated. Any Bid received after the Bid opening date and time indicated will be returned unopened.

5. Bid Withdrawal:

- a. Bid may be withdrawn by the Bidder up until the date and time specified for opening of Bids.
- b. Following the Bid opening, Bid may not be withdrawn before 45 days following the Bid opening, except in the case of Bidder error, as follows:
 - 1) If the Bidder claims an error in the Bid, submit a written notice to the Architect, within three days of the Bid opening, describing in detail the nature of the error, submitting documentary evidence or proof of such error.
 - a) Failure to deliver such notice and evidence or proof, within the time frame required, constitutes a waiver of Bidder's right to claim error.

- 2) Upon receipt of required notice and evidence or proof, the Owner, in consultation with the Architect, will determine if an excusable error has been made; and if so, the Owner may permit the Bid to be withdrawn. The Owner's determination will be conclusive upon the Bidder, its surety, and all who claim rights under the Bidder.

ARTICLE 4 BIDDING DOCUMENTS

1. Bidding Documents include the bidding requirements and the proposed Contract Documents, as follows:
 - a. Bidding requirements consist of the following:
 - 1) Notice to Bidders.
 - 2) Instructions to Bidders.
 - 3) Bid Form, with 7 attachments.
 - b. Proposed Contract Documents consist of the following:
 - 1) Owner-Contractor Agreement.
 - 2) Conditions of the Contract.
 - 3) Drawings.
 - 4) Specifications.
 - 5) Addenda.
2. Bidding Document Interpretations or Corrections:
 - a. Submit requests for Bidding Document interpretation to the Architect, in writing using the provided Pre-Bid Request for Interpretation Form, at least five working days prior to the Bid opening.
 - b. Interpretations or corrections will be issued in the form of written Addenda. The Architect will not make oral interpretations or corrections.
 - c. Notification of addenda will be transmitted to registered plan holders via email and will be available to download at www.tetratempaeprojectplanroom.com under "public projects".
 - 1) Failure of any Bidder to not download addenda and/or failure to receive any such Addendum by reason of not having registered as a plan holder in accordance with the bidding instructions, shall not relieve the Bidder from any obligation required by the Addendum.
3. Equivalents and Substitutions: The use of manufacturer's brand names, catalog numbers, and similar proprietary identifying data is intended to establish a standard of quality, appearance, and function for those items. It is not the intention of the Owner or the Architect to eliminate from consideration products that are equivalent in quality, appearance, and function to those identified.
 - a. Equivalents are pre-award and substitutions are post-award.
 - b. Equivalents:
 - 1) On Proposed Products Form provided, as post-Bid information, identify and list proposed equivalents to specified products as follows:

- a) Applicable Specification Section and paragraph.
 - b) Proposed manufacturer's name, product brand name, and catalog number of proposed equivalent.
 - c) Note any aspect of the specified product that the proposed equivalent cannot meet.
- 2) Failure to identify and list proposed equivalents shall be deemed to mean the Bidder will furnish the materials or products indicated in the Contract Documents without exception.
- c. Substitutions: Refer to Division 01 Specification Section "Substitution Procedures".
4. Contractor Qualifications: The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work.
- a. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, including the provided Bidder's Qualifications Form.
 - b. The Owner reserves the right to reject any Bid if the evidence submitted, or investigation of Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

ARTICLE 5 BIDDER'S REPRESENTATIONS

1. By submitting a Bid, Bidder represents that:
- a. Bidder has visited and thoroughly inspected the Project site, and has become fully informed of the conditions relating to the Project;
 - b. Bidder has received, read, and is thoroughly familiar with the Bidding Documents, including all Addenda issued; and
 - c. Bidder has prepared its Bid based on the materials, equipment and systems required by the Bidding Documents or equivalents.

ARTICLE 6 BID CONSIDERATION

1. Opening of Bids: At the designated Bid opening date and time, Bids received will be publicly opened and read aloud.
2. Bid Rejection:
- a. The Owner requires Bids comply with bidding requirements; however, the Owner may, at its discretion, waive informalities in Bids. The Owner is not obligated to do so and does not represent that it will do so. The Owner will not waive informalities which would give one Bidder substantial advantage or benefit not enjoyed by all affected Bidders.
 - b. The Owner reserves the right to reject any and all Bids not deemed in the best interests of the Owner, if in its judgment the public interest will be promoted thereby.

- c. The Owner reserves the right to reject as “informal” any and all Bids which, in its opinion, are incomplete, conditional, obscure, or contain irregularities of any kind.
 - d. In rejecting a Bid, the Owner does not forfeit its right to accept the Bid for any other Contract contained in the Project; and the rejection of a Bid is not necessarily a finding by the Owner of any facts or circumstances which would preclude the Bidder from serving as a subcontractor on any portion of the Project.
3. Bid Acceptance: The Owner intends to award the Contract to the responsible Bidder whose Bid complies with conditions to render it formal, who is able to furnish approved surety bonds, and whose Bid is the lowest number of dollars as defined below.
- a. Lowest Bid may be Base Bid plus any Alternates the Owner desires to accept.
 - b. If the acceptance of Alternates does not change the low Bidder, the Owner reserves the right to accept any or all Alternates within 45 days following Notice of Award.

ARTICLE 7 POST-BID INFORMATION

1. Post-Bid Submittals:
- a. The three apparent low Bidders shall submit the following completed forms within three days following the Bid opening:
 - 1) Proposed Products Form.
 - 2) Bond Certification Form.

ARTICLE 8 PERFORMANCE BOND AND PAYMENT BOND

1. Bond Requirements:
- a. The successful Bidder shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.
 - b. Bonds shall be obtained from a surety satisfactory to the Owner, authorized and licensed to do business in New York State, and listed in the latest issue of the U.S. Treasury Circular 570. The amount of each bond shall be equal to 100 percent of the Contract Sum. The sufficiency of the bonds is subject to the approval of the Owner and bonds deemed insufficient by the Owner may be rejected.
 - 1. In addition, the Surety shall be rated as equal to “A” or better as to “Policy Holder Ratings”, and “VII” or better as to “Financial Size Category”.
 - 2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of bond on any one project.
 - c. Affix a certified and current copy of the power of attorney for the attorney-in-fact who executes the required bonds on behalf of the surety.
2. Time of Delivery and Form of Bonds:
- a. Deliver required bonds to the Owner not later than the date the Agreement is entered into.

- b. Use Performance Bond and Payment Bond, AIA Document A312, unless otherwise approved by the Owner.

ARTICLE 9
MISCELLANEOUS PROVISIONS

- 1. All applicable laws, ordinances, rules, and regulations of Federal, State, and other authorities having jurisdiction over the Project shall apply to the Contract throughout and will be deemed included in the Contract as though herein written out in full.
 - a. Sections of the New York State Labor Law (LL) and the New York State General Municipal Law (GML) include, but are not limited to, the following:
 - 1) LL §220, subd. 2: Eight-hour day, 40-hour week.
 - 2) LL §220, subd. 3 and LL §220-d: Minimum rate of wage and supplement.
 - 3) LL §220-e: Prohibiting discrimination.
 - 4) LL §222-a: Prevention of dust hazards.
 - 5) GML §103-d: Statement of non-collusion in bids.
 - 6) GML §106-b: Payment on public work contracts.
 - 7) GML §108: Workmen's compensation insurance.
 - 8) GML §109: Assignment of public contracts.
- 2. Time of Completion: Refer to Division 01 Section "Project Summary – Project Schedule".

Attachment: Pre-Bid Request for Interpretation Form

END OF SECTION 00 21 13



TETRA TECH
ARCHITECTS & ENGINEERS

INSTRUCTIONS TO BIDDERS
ATTACHMENT #1:
PRE-BID REQUEST FOR INTERPRETATION FORM

SUBMIT FORM BY EMAIL TO INE.Beacon@tetrattech.com

Project No.: 279180-24002.1

Date:

Project Name: Reconstruction to: Beacon HS

Bidder Contact Person:

Bidder Company Name:

Bidder Phone:

Bidder Email Address:

Question Pertains to:

Drawing Number:

Plan Area:

Room Number:

Drawing Detail Number:

Specification Section:

Question: (Please be specific)

Review by Architect/Engineers:

Responded By: _____ **Date:** _____

Submit requests not less than 5 working days prior to the specified Bid Opening date and time. In the event that this question requires clarification or modification of the Bidding Documents, such written information can only be provided by formal Addendum, distributed to all plan holders.