

Section 001113: Advertisement for Bids

Name of Project: **Peekskill Firehouse Kitchen Incubator**

Prime Bids shall be received for the following classes of work:

Contract 1 – GENERAL CONSTRUCTION WORK (GC)

Contract 2 – KITCHEN EQUIPMENT WORK (KE)

Contract 3 – COOLING EQUIPMENT WORK (CE)

Bids for the above project will be received by:

**Peekskill Facilities Development Corporation
840 Main Street
Peekskill, New York 10566
Phone (914) 490-9634**

on or before the Bid Opening scheduled at **4:00 PM** on **June 9, 2025**, and at which time the bids will be publicly opened and read aloud. Bids received after that time will not be accepted. All interested parties are invited to attend.

An authorized representative for each Bidder is required to attend the Bid Opening. An interview of the apparent low Bidder is planned to be conducted immediately following the Bid Opening to determine the ability of the bidder to perform the work (see the Instructions to Bidders contained in the Project Manual for further information). Should an authorized representative not be available for interview at this time it may be considered grounds for rejection of the bid at the Owner's option.

Plans and specifications may be obtained by mail or in person at Copy Center & Services, 1006 Park Street, Peekskill New York 10566, (914) 739-8342. A deposit of **One Hundred Dollars (\$100.00)** will be required for each set of plans and specifications. Deposit is refundable in accordance with General Municipal Law Section 102. Checks should be made payable to the **Peekskill Facilities Development Corporation**. Documents can be mailed to prospective bidders upon receipt of the following:

1. Written request on Bidder's letterhead, which must include: Contact person, both the mailing address and street address, voice phone number and FAX phone number and;
2. Receipt of Bidders UPS, FEDEX, or priority mail next day delivery ticket marked to bill receiver's account.
3. Deposit as described above.

Bid and Contract Documents may be examined free of charge at the following location:

Office of Joseph G Thompson Architect, PLLC
108 N Division Street, Suite 100
Peekskill, New York 10566

A bid bond or certified check made out to **Peekskill Facilities Development Corporation**, in the amount of 5% of the bid amount must accompany each bid. The successful bidder's security will be retained until he has signed the Owner-Contractor Agreement and furnished the required 100% Labor and Materials Payment Bond and 100% Performance Bond and acceptable certificates of insurance.

Each bid shall be enclosed in a sealed envelope bearing the name of the Project, Name of the Bidder, and the date and hour of the Bid opening.

A pre-bid meeting will be held at the **Future Peekskill Firehouse Kitchen Incubator** located at, **701 Washington Street, Peekskill, New York 10566** on **Wednesday, May 14, 2025** at **10:30 AM** to review the scope of the work. It is strongly recommended that all prospective bidders attend this meeting however all bidders are required to examine work conditions immediately prior to submission of a bid. If a potential bidder is unable to attend the pre-bid meeting, appointments for site visits must be scheduled, 48 hours in advance of the intended date of the site visit, through the Architect:

Contact:

Joseph Thompson, RA

Joseph G Thompson Architect, PLLC

108 N Division Street, Suite 100

Peekskill, New York 10566

PH: (845)532-8156

EM: joe@jthompsonarch.com

The Peekskill Facilities Development Corporation reserves the right to waive any informalities or irregularities in bids and in bidding and to reject any or all proposals without explanation.

By Order Of: **The Peekskill Facilities Development Corporation**

Section 002113: Instructions to Bidders

Note: This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal Laws and regulations associated with that program. Contract compliance is required with the following US Department of Commerce EDA (Economic Development Administration) documents:

- **Standard Terms and Conditions for Construction Projects dated March 22, 2021**
- **Specific Award Conditions (Project #01-01-15338)**

1. PROJECT AND BID INFORMATION:

A. Project Title:

Peekskill Firehouse Kitchen Incubator

B. Owner:

Peekskill Facilities Development Corporation

840 Main Street

Peekskill, New York 10566

Phone (914) 490-9634

C. Architect:

Joseph G Thompson Architect, PLLC

108 N Division Street, Suite 100

Peekskill, New York 10566

PH: (845) 532-8156

EM: joe@jthompsonarch.com

D. Bid Opening Location, Date and Time:

Bids will be received at the following location until Bid Opening Date and Time stated in the Notice to Bidders:

City of Peekskill City Hall

Attention: Peekskill Facilities Development Corporation

840 Main Street

Peekskill, New York 10566

Phone (914) 490-9634

Proposals received after the time stated in the bid due date will not be considered 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 Owner employees. The bidder assumes all responsibility for having the proposal deposited on time at the place specified.

E. Pre-Bid Conferences:

Pre-Bid Conferences will be held at the project site (refer to the Notice to Bidders for meeting date and time). Tours of the work areas will be conducted. Failure to attend does not absolve bidder from compliance with all Terms and Conditions of said contract.

F. Bidders are invited to submit Bids for any, or all of the Prime Contracts

G. Access to the Site:

Bidders were permitted access to the site at the Pre-Bid Conference. Access to the site to view areas of renovation work at other times may be possible if arranged through the Architect:

Joseph G Thompson Architect, PLLC

108 N Division Street, Suite 100

Peekskill, New York 10566

PH: (845) 532-8156

EM: joe@jthompsonarch.com

2. BIDDING DOCUMENTS / SUBMISSION OF BIDS:

- A. Complete sets of Bidding Documents must be used in the preparing bids. The Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- B. The Owner reserves the right to consider informal any bid not prepared and submitted in accordance with the provisions of this information for Bidders and the General Conditions and to waive any informalities in or to reject any or all bids either before or after opening. No bidder may withdraw a bid within forty-five (45) days after the actual date of the opening thereof.

3. PREPARATION OF PROPOSAL:

- A. Bidders shall prepare their bids on the "Bid" Forms furnished in the Project Manual. Photocopy the forms from the Project Manual. All blank spaces pertinent to the contract category proposal must be filled in, in both words and figures, with the unit price for the time or the lump sum for which the proposal is made.
- B. All bids, together with bid security, must be submitted in sealed envelopes bearing on the outside of the envelope "SEALED BID", the name of the bidder, his address, the name of the project and the Contract No and branch of work covered by the bid. If forwarded by mail, the sealed envelope containing the proposal, marked as above, must be enclosed in another envelope addressed to the Owner. Each bidder shall assume the risk of any delay in the mail or in handling of mail by employees of the Owner or others.

- C. **IMPORTANT:** In the event that a prospective bidder, after securing drawings and specifications, decides not to present a proposal for the work, it is requested that the Architect be so notified at the earliest possible moment prior to the date of receipt of bids. All drawings and specifications shall be returned to the Printer.

4. BID PROPOSALS AND BIDDERS:

- A. The Owner reserves the right to reject any or all bid proposals and to waive any informalities or defects in such proposals either before or after the time of opening of bids. Grounds for rejection of proposals include, but shall not be limited to:
1. Failure of a proposal to conform to the requirements of the bidding documents, including the specifications, advertisement to bid and instructions to bidders.
 2. Failure of a proposal to conform to the delivery or completion dates established in the bidding documents.
 3. Submission of a proposal that imposes conditions that would modify the terms and conditions of the bidding documents or limit the proposer's liability to the Owner on the contract awarded on the basis of such proposal.
 4. Submission of a proposal determined by the Owner to be unreasonable as to price.
 5. Submission of a proposal determined not to be from responsible proposers.
 6. Submission of a proposal determined not to be responsive.
- B. Bidders may not withdraw proposals within forty-five (45) days following date of opening of bids.
- C. All costs in connection with preparation and submission of bid proposals shall be borne by the bidders.
- D. Bidders shall submit promptly, upon request of the Owner or Architect, documentary evidence as to financial, technical, and practical ability to carry out the work.
- E. In the event that there is a discrepancy between the Bid in written word and the Bid written in figures, the Bid in words shall govern. Bid Forms without the Bids written in words, will not be accepted.
- F. The Owner reserves the right to reject any and all proposals and to re-advertise for new proposals. Award of the contract will be made as provided in Specific Award Conditions (Project #01-1-15338) to a responsive and responsible bidder offering best value, taking into consideration the reliability of the bidder, the quality of the materials, equipment, supplies or services to be furnished, conformity with specifications and bidding documents, all for the purpose for which they are required and the terms of delivery of the materials or services.

5. QUALIFICATIONS OF BIDDERS:

- A. The Owner may make such investigation as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all information and data for this purpose as the Owner may request including, but not limited to, current financial statements and a list of completed projects (within the last three years) with names and addresses of Owners. Refer to AIA Document A-305 for typical information that is to be submitted.
- B. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6. BID SECURITY:

- A. Each bid must be accompanied by cash, by certified check of the bidder or by a bid bond prepared on a standard approved form, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business within the State of New York.
- B. Bid security shall be in an amount not less than 5% of the base bid or not less than 5% of the sum of base bids where such base bids may be considered cumulative. Such cash or checks will be returned to all, except the three lowest formal bidders, within three working days after the formal opening of bids and the remaining cash or checks will be returned to the three lowest bidders within 48 hours after the Owner and the accepted bidder have executed a contract. If no contract has been so executed within 45 days after the opening of bids, bid security will be returned upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

7. LIQUIDATED DAMAGES

- A. Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required within seven (7) days after he had 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, as specified in paragraph 6.
- B. Failure to Perform the Contract: The Contract to be executed with the Owner shall specify liquidated damages of a value of \$20,000/ Month or approximately \$700/ Day (based on duration of month), equal to the value of the future tenant rent for the completed facility, to be enforced per day beyond the agree upon date for substantial completion (refer to project schedule).

8. CONDITIONS OF WORK:

- A. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligations 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. Bidders shall promptly notify the Owner of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents, specifications or of the local conditions.
- B. Insofar as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause an interruption of or interference with the work of any other contractor.

9. ADDENDA AND INTERPRETATIONS:

- A. No interpretations of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every question for such interpretations shall be in writing, using the **RFC** form provided at the end of this section.
- B. Any and all such interpretations and any supplemental instruction will be in the form of Addenda. Addenda will be mailed, emailed or delivered to the best of the Owner's ability to all who are known by the Owner to have requested and been furnished with the bidding documents. It will be the bidder's responsibility to ascertain that they have received all addenda. The Owner is in no way liable for proposer not having all addenda and cannot be held accountable in any respect for noncompliance or financial or physical loss due to proposer not having required addenda.

Each bidder shall ascertain prior to submitting its proposal that it has received all addenda issued.

10. SECURITY FOR FAITHFUL PERFORMANCE:

- A. Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the Owner three (3) copies of an executed bond in the amount of 100% of the accepted bid as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the standard form of Performance Bond, Labor and Materials Payment Bond, AIA Form A-3 12 and having as surety thereon such surety company or companies as are acceptable to and approved by the Owner, and as are authorized to transact business in New York State. This requirement will not apply in the case of contracts for supplies only and involving no labor on the site.

11. POWER OF ATTORNEY:

- A. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond, a certified copy of their power of attorney to sign said bonds.

12. MODIFICATION OR WITHDRAWAL OF PROPOSAL:

- A. A proposal may not be modified, withdrawn or canceled by the proposer following the time and date designated for the receipt of proposals.
- B. Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing with the signature of the proposer prior to the official closing time and date of proposals.
- C. Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
- D. Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with these instructions to proposers.

13. STATE LAWS AND REGULATIONS:

- A. The Contractor and each and every subcontractor performing the work at the site of the project to which this contract relates shall comply with the applicable provisions of the "Labor Law", as amended, of the State of New York, and all other applicable laws and regulations governing such activities.

14. OBLIGATION OF BIDDER:

- A. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the drawings 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 to his bid.
- B. Bidders shall be presumed to have visited the site prior to submission of proposals and to have familiarized themselves with surface and subsurface conditions, existing structures and any and all conditions that may in any way affect the work. Failure to have so acted shall in no way relieve bidders from any obligations in respect to their bids.
- C. If the bidder, prior to the submission of his bid, fails to notify the Architect in writing of the existence of any condition, ambiguity, inconsistency or error in any of the contract documents, or of a conflict between provisions in a contract document and provisions of a State Law or any applicable code, not less than 5 working days prior to the specified Bid Opening Date, his bid will be conclusively presumed to have been based upon the interpretation of such ambiguity or inconsistency, or the directions correcting such error or conflict which may subsequently be given by the Architect.

15. EXEMPTION FROM SALES AND COMPENSATING USE TAXES:

- A. The Owner is exempt from payment of sales and compensation use taxes of the State of New York and of cities, counties and other subdivisions of the State, of materials sold to it pursuant to the provisions of this contract. These taxes are not to be included in bids.
- B. Contractor's purchases of tangible personal property which does not become an integral component part of the exempt organization's real property, and are consumed by the Contractor as well as purchases of taxable services are subject to tax.

16. TIME OF COMPLETION:

- A. Bidders are advised that time of completion is of the essence and shall be taken into account by the bidders in the preparation of the proposals.
- B. See Preliminary Project Schedule for completion date.
- C. Any schedule problems or hardships must be brought to the attention of the Architect one (1) week prior to the bid date so that an adjustment to the Project Schedule can be made by addendum prior to the bid date. Submission of a bid is full acceptance of the Project Schedule as specified.

17. POST BID INFORMATION:

- A. Within 72 hours of the bid opening, the apparent low bidder shall furnish in writing, the following information to the Architect:
 - 1. List of proposed major subcontractors.
 - 2. List of Substitutions
 - 3. Bidder Qualifications AIA Document A-305 per ITB item 5 above
 - 4. Schedule of Values: The Schedule must list:
 - a) A line for General Conditions,
 - b) A line for Temporary Facilities
 - c) Each CSI Section assigned to this contract by the Scopes of Work section.

(NOTE: The Schedule of Values must total the contract amount.)

18. SUBCONTRACTORS:

- A. Subcontractors must be persons or firms that perform work with persons whether in their direct employ or over whom they have personal and direct supervision.
- B. Requests for approval of major subcontractors, and other subcontractors as may be designated by the Architect, shall include a written statement by the proposed

subcontractor that delivery and installation of materials and equipment can and will be performed in accordance with the specified project schedule.

19. MINIMUM WAGE RATE SCHEDULE:

- A. Wage Rates: In accordance with Section 220, Subdivision 3, and 220-D of the New York State Labor Law, there shall be paid each employee engaged in work on the project under this contract in the trades or occupations on the following list, not less than the prevailing rate set for the trade or occupation in which he is engaged.
- B. Unlisted Wage Rates: In the event that Contractor wishes to employ occupation other than listed, he shall request the establishment of a rate for that occupation and he shall pay the rate so established. This payment shall be retroactive if applicable.
- C. Wage Rate Redetermination: New Wage Rates may be predetermined during the course of work under this contract by the New York State Department of Labor; Contractors shall use the predetermined Wage Rates when applicable and shall compensate for this increase in their bid proposal. The contract will not be changed nor will the Owner pay for any Wage Rate increases after the agreements have been signed.
- D. Certified Payroll: Certified Payroll shall be submitted bi-weekly by the Contractor and shall accompany applications for payment.

20. SPECIFICATION BY MANUFACTURER'S NAME ("OR EQUAL"):

- A. When in the specifications, kinds, types, brands, or manufacturers of materials are named they are regarded as the required standard of quality. The contractor may select one of these items or, if the contractor desires to use any kind, type, brand, or manufacturer of material other than those named in the specifications, he shall indicate in writing, prior to award of contract if so requested, what kind, type, brand, or manufacturer is proposed for the specified item, along with adequate technical documentation to demonstrate equivalency.
- B. Similar products of other manufacturers which are equivalent in quality, in the opinion of the Architects, may be acceptable for the Architects. If any item or manufacturer is disapproved, the Architects need not give reasons for such disapproval. "No Exceptions Taken" means acceptance by the Architects.
- C. To be accepted as an equivalent, the equipment or material must fit the space available for it in the building. No item will be accepted as an equivalent if alteration of building structure or space is made necessary by a proposed substitution. If a proposed equivalent material or equipment items is accepted the contractor is required to make all necessary corrections to details, clearances, etc., add to, furnish and install all additional material or items required by the substitution, as determined by the Architects at no additional cost to the Owner.

- D. Each type or group of materials shall be the same brand (ie: hardware, casework, etc.). If materials are supplied by different suppliers or subcontractors, the Contractor shall verify that all materials are the same brand, finish, etc.

21. SUBSTITUTE PRODUCTS

- A. The Owner and the Architects will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 0 & 1 of the Specifications) and as set forth below:
- B. Requests for substitution will be considered if received in a timely manner allowing adequate duration for processing and review so as not to delay any portion of the project and no later than 10 days, after Notice of Award of Contract. Requests received more than 10 days after award of Contract may be considered or rejected at the discretion of the Architect/Engineer.
- C. By making requests for substitutions, the Contractor:
 - a) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the specified;
 - b) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - c) certifies that the cost data presented is complete and includes all related costs under additional costs related to the substitution which subsequently become apparent; and
 - d) Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 - e) Any additional costs that will be incurred by other Contractors as a result of a substitution must be identified with the cost data presented. Costs by other Contractors, if not identified with a Request for Substitution, will become the responsibility of the Contractor making the substitution.
- D. 'No exceptions taken' or 'as accepted,' 'or acceptable substitute,' and 'for review' mean the Architect is the sole judge of the quality and suitability of the proposed substitutions. Where used in conjunction with the Architect's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning will be held to the limitations of the Architect's responsibilities and duties as stated in the General and Supplementary Conditions. In no case will 'accepted' by the Architect be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.

22. ALTERNATES:

- A. Alternate bid proposals as listed on the Bid Forms, shall be awarded by Owner's selection and not by sequential order as they are listed.

Request For Clarification of Bid Documents -“RFC”

Peekskill Firehouse Kitchen Incubator

Instructions: Complete this form and email it to Joseph G Thompson Architect, PLLC:
joe@jthompsonarch.com

Deadline to submit RFC's is **Monday, December 9, 2024 at 5:00 PM.**
No RFC's will be accepted after this time.

Contractor's Company Name & Address: _____

Contractor's Phone No: _____

Date: _____

Drawing No & Detail: _____

Specification Section: _____

Contract this bidder is bidding (ie:“GC”): _____

Question... or description of item needing clarification: _____

Name of Person asking Question:

U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION



EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.