

## **SECTION B**

### **INSTRUCTIONS TO BIDDERS**

#### **DOCUMENTS**

Complete sets of bidding documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of documents consists of the following:

- A. Instructions to Bidders including Summary
- B. A copy of the Technical Specifications, Drawings with Details and Notes
- C. Addenda (if any)

#### **PROPOSALS**

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being found in the specifications as Section C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to Alison Simon, Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504 and be clearly identified with: (1) Project Name: **NORTH CASTLE PUBLIC LIBRARY RESTROOM ALTERATIONS** and 2) Name of Bidder and Address.

Proposals shall be signed with bidder's name typed or printed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, telegraphed or "faxed" bids will not be accepted.

If a separate set of proposal sheets is issued, they may be used with the understanding that all instructions and conditions of the contract documents are the same as if these pages were bound herein.

#### **QUALIFICATIONS OF BIDDERS**

The Contractor is required to complete the detailed "Statement of Bidders' Qualifications" and provide the required submission. Sufficient information should be provided for the Town to adequately evaluate the Contractor's ability to service the Town. Should insufficient space be available to fully address each request, additional information should be included by attachment.

The Town may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Town reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Town, that the Bidder is properly qualified to carry out the obligations of the bid. Fraudulent statements shall cause rejections of Proposal and bid security.

## **CONDITIONS OF WORK**

Each Bidder must familiarize themselves fully of the conditions and requirements relating to the circumstances and labor under which work will be performed at 19 Whippoorwill Road East, Armonk, New York 10504. Failure to do so will not relieve a successful Bidder of their obligation to furnish all requirements, materials and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in the bid. **Bidder certifies that it has examined the site and existing conditions.** Bid shall include the complete costs of furnishing all materials, labor, equipment, certifications and standards necessary to supply the requested services in accordance with the Contract Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid.

Insofar as possible, any Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.

## **ADDENDA AND INTERPRETATION**

Every request for information or interpretation of Bidding Documents must be addressed in writing to the Architect's office at [office@aiarchs.com](mailto:office@aiarchs.com) to be given any consideration and must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be emailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under the Bid as submitted. The receipt of any Addenda shall be noted on the "Bid Form". All potential bidders must register as a project bidder with the Architect's Office in order to facilitate the method of Addenda distribution, if any.

## **BID SECURITY**

Each Bidder is required to deposit at the time of submission of their bid, a Bid Bond or certified check in an amount representing five (5%) per cent of the bid payable to the Owner, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty, if in case of award of the contract and thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest Bidders within ten (10) working days after the formal opening of bids, and the remaining bid security will be returned to the other Bidders after the Owner and the accepted Bidder have executed a Contract. In the event that no Contract has been executed within seventy five (75) calendar days after the date of the opening of bids; upon the demand of the Bidder so long as the Bidder has not been notified of the acceptance of the bid, the bidder's bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

## **INSURANCE REQUIRED**

The successful Bidder will be required to procure and pay for insurance, in accordance with the provisions listed in SECTION I.

## **SECURITY AND FAITHFUL PERFORMANCE**

The Contractor shall, prior to execution of the contract, submit two separate executed bonds: (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract, and (2) a Labor and Materials Bond for the full amount of the contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals under the Contract.

The Bonds shall be prepared as specified in Section E, Performance Bond and Labor and Materials Bond, and shall have as Surety thereon such Surety Company or companies as acceptable to the Owner and are authorized to transact business in the State of New York.

## **GUARANTEE**

The Contractor shall guarantee all materials and workmanship for one (1) year in accordance with all conditions set forth in the specifications. The guarantee shall be provided in the form of a bond equivalent to one hundred (100) percent of the Contract. The bond shall be prepared as specified herein and shall be posted prior to final payment.

Neither the final certificate of payment nor any provision in the Contract nor prior or entire use of the improvements embraced in this contract by the Town or the public constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

## **FORM OF AGREEMENT**

The form of the agreement is included in these documents in SECTION D.

## **AWARD**

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Town Board further reserves the right to reject any and all bids.

In evaluating the bids, the Town shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Town shall evaluate the qualifications and experience of the bidder, subcontractors, and partners as presented herein and shall conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, to perform the service in accordance with the Contract Documents. The Contract shall be awarded to the lowest bidder whose evaluation by the Town indicates to the Town that the award will be in the best interest of the Town

## **OWNER (when referenced herein)**

Town of North Castle, Westchester County, New York.

### **SALES TAX EXEMPTION**

Under Chapter 513 of the Laws of the New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Town of North Castle, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

### **REQUIRED SUBMISSIONS**

Prior to award, the successful bidder will be required to meet the following requirements:

1. The successful bidder, if the business is not registered in New York State, must provide the Town with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the state and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and supply the requisite certificate of doing business for each entity.)
2. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Town or is a relative of any such Town Official or employee. If such officer, director or stockholder does exist, their names and relationship shall be disclosed to the Town.
3. ALL materials, information, licenses and any other information as indicated in this document.

### **CONTRACT TIME**

- A. Contract Time shall be **ninety ( 90 )** calendar days.

### **LIQUIDATED DAMAGES**

- A. Liquidated Damages: **\$350**. Per day.

**INSTRUCTIONS TO BIDDERS  
SUMMARY**

**PROJECT**

- A. Project Name: **NORTH CASTLE PUBLIC LIBRARY RESTROOM ALTERATIONS**
- B. Owner's Name: **TOWN OF NORTH CASTLE**
- C. Property Manager's Name: **STEVE GALLO**
- D. Engineer's Name: **ANTHONY IOVINO**
- E. Summary Project Description:

Reconfiguration of lower level restrooms to be ADA compliant, including replacement of walls, doors, finishes, fixtures, ceilings and lighting.

**CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price.

**DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of demolition and removal work is shown on drawings.
- B. Scope of alterations work is shown on drawings.

**OWNER OCCUPANCY**

- A. The building owner intends to continue to occupy the existing building during the entire construction period.
- B. Cooperate with the Town of North Castle to minimize conflict and to facilitate building operations.
- C. Electrical power shall be available at all times. Limited interruption of electric power shall be allowed during switchover from sources only.
  - 1. All swing overs of power to the source shall be undertaken between 8 AM and 3 PM on Monday through Friday only unless permission is granted by the Director of the North Castle Public Library.
  - 2. Temporary power shall be provided during any power interruptions which will last for a period of time two hours or longer.
- D. Schedule the Work to accommodate the public and staff occupancy.

**CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow for the continued occupancy of the building.
- C. Provide public access to and from site as required by law and by the Office Staff.
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.

2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage without prior approval of the building management.
- E. Time Restrictions:
1. Limit conduct of especially noisy interior work to the hours between 8 AM and 4 PM on weekdays.
- F. Utility Outages and Shutdown:
1. Do not disrupt or shut down utility services to the building, including but not limited to power, gas, domestic cold and hot water systems, without 7 days' notice to the Town of North Castle.
  2. Prevent accidental disruption of utility services to other facilities.

### **WORK SEQUENCE**

- A. Construct Work in stages during the construction period. Provide a detailed phasing description of work to be performed to be agreed with Arcari + Iovino Architects, P.C. and the Town of North Castle.
- B. Coordinate construction schedule and operations with Arcari + Iovino Architects, P.C. and the Town of North Castle.
- C. Secure all permits from the Town of North Castle Building Department prior to the commencement of work. No fees will be charged for any Town permits required.