

**SECTION A - INSTRUCTIONS TO BIDDERS**

**.01 INVITATION**

- A. Sealed proposals are invited by the Finkelstein Memorial Library (Owner) for the Renovation of the Boiler Plant at the Finkelstein Memorial Library, Spring Valley, NY 10977, as listed in these Specifications.
- B. To be entitled to consideration, each proposal must be made in accordance with the following Instructions, and failure to comply with any part of such Instructions shall be held by the Owner as sufficient cause for the rejection of said Bid.
- C. Bids will be received at the place, date, and time stated below.
  - 1. PLACE: Finkelstein Memorial Library  
24 Chestnut Street  
Spring Valley, NY 10977  
Attn: Mr. Rae Mirabal  
(845) 352-5700, Ext. 223
  - 2. DATE: June 26, 2024
  - 3. TIME: 2:00 PM (Prevailing Time)
- D. Proposals shall be made upon the forms provided herein, and all blank spaces in the forms shall be fully completed; sums shall be recorded both in WRITING AND NUMERICALLY, the signature shall be in long hand; and the completed forms shall be without erasure or deletions unless initialed by Bidder.
- E. The proposal shall state whether the Bidder is a corporation or partnership or otherwise; if a corporation, under laws of what State and affix the corporate seal; if a co-partnership, the full name of all partners, or, if an assumed name, shall give the full name or names of all interested parties.
- F. The proposal shall be enclosed and sealed in an opaque envelope and marked with the name of the Bidder and the name of the Project, and addressed to Parkview Owners Inc. Condominium, before the date and time noted above.
- G. Each Bidder must submit a Base Bid. In addition, each bidder must also submit an Alternate Bid for each Alternate proposed in the Specifications, and a "Unit Price" amount, where applicable. The Owner expressly reserves the right to entirely reject any bid submission for which Bidder has not provided a Base Bid, a bid for each Alternate proposed, (if any) and "Unit Price" amount (if any).

- H. Before submitting a bid, the Bidder shall carefully examine all Drawings and Specifications, the Form of Agreement between Owner and Contractor, and visit the site and fully become informed as to all existing conditions and limitations. All work shown or implied on the Drawings and/or Specifications is subject to the actual conditions at the job, and failure to visit the site and fully become acquainted with all said conditions, and to examine the bid documents, will in no way relieve the Bidder of his responsibility to properly execute the work in accordance with bid documents.
- I. The Owner reserves the right to reject any or all bids and to waive any formalities, or to accept any proposal by any Bidder which in the opinion of the Owner will be in its best interest, even if such an award is the other than the lowest bidder.
- J. Should the Bidder find discrepancies in, or omissions from, the Drawings or other documents, or should such Bidder fail to understand any part or clause of said Drawings, Specifications, or Documents, he shall notify the Engineer who will send further instructions, if necessary, to all Bidders. Neither the Owner nor the Engineer shall be responsible for any oral instructions.
- K. All bids shall be made and submitted upon the blank forms bound within the Specifications (or copies of same). The contractor shall prepare additional copies as may be required.
- L. Schedule of Insurance:
1. If awarded the job, The Bidder shall be required to furnish and maintain, at his own expense, insurance in the name of 609-611-615 Owner's Corp., its officers, agents, and employees in the following amounts:  
  
Workers Compensation - Statutory  
Employer's Liability - \$1,000,000  
Comprehensive General Liability - Combined Single - \$1,000,000  
Limit Bodily Injury - Property Damage  
    Per Occurrence      \$1,000,000  
    Annual Aggregate    \$1,000,000  
Automobile Combined Single Limit Bodily Injury Property Damage  
    Per Occurrence      \$1,000,000  
    Annual aggregate    \$1,000,000
  2. Public liability property damage should include coverage for loss from collapse of buildings and damage to underground property.

3. Upon the failure of the Contractor to furnish, deliver and maintain such insurance, his contract may, at the election of the Owner, be forthwith declared suspended, or terminated.
4. Failure of the Contractor to take out and maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall this insurance requirement be construed to conflict with obligations of the Contractor concerning incompleteness. All required insurance must be in effect and continued during the life of the contract. Proof to be submitted to Owner annually.
5. The Contractor's policy shall include:
  - a. Finkelstein Memorial Library shall be named as an additional insured.
  - b. An endorsement as to the description of the work and contract number.
  - c. An endorsement that the Contractor will pay the insurance premium.
  - d. An endorsement that the insurance company will give at least 30 days written notice to the Finkelstein Memorial Library, prior to modification or cancellation of any such policy.

Proper certificates of insurance will be accepted, provided they contain the necessary endorsements of the items noted above.

  - e. All required insurance must be in effect and continued so during the life of the contract, at the Contractor's expense, and is subject to the approval of the Owner's Attorney as to adequacy, and correctness.
  - f. **NO PAYMENT WILL BE MADE TO THE CONTRACTOR UNTIL THE SUBMISSION AND APPROVAL OF THE CERTIFICATES OF INSURANCE.**
  - g. No payment without a lien waiver.

M. Risks and Indemnifications Assumed by the Contractor:

The Contractor shall purchase insurance for the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of the Owner, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Owner subsequent to the acceptance of the proposal:



1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.
2. The risks of injuries or damage, direct or unintended, to the Owner, its officers, agents, and employees, and to its or their property, arising out of or in connection with the performance of; the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the Owner its officers, and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any, and all the aforesaid, whether made before or after final payment.

The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by; third persons against the Owner, or any of its employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement, or satisfaction thereof. Neither the acceptance of the completed work nor payment therefore shall release the Contractor from his obligation under the Schedule, provided, however, that the risks and indemnifications assumed by the Contractor shall not insure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this contract.

N. Time of Performance

1. By submission of his bid, the Contractor agrees to complete the work indicated in the Drawings and Specifications on or before November 15, 2024.

O. Commencement of Work

1. The work shall commence within Five (5) Days of the Award of Contract.

P. Request for Extension

1. Any request for an extension of time must be in writing and accompanied by a release from the bonding company involved, if applicable.

Q. Bidding Documents

1. The bidding documents consist of the Drawings, Specifications, and Addenda, if any, issued during the bidding period.

R. Site Visit

1. An individual Pre-Bid Site Visit for the benefit of the Bidders may be scheduled with Anthony Bruni @ 914-319-1828, or [tony@perilloassociates.net](mailto:tony@perilloassociates.net) to review the project.
2. The Contractor may also visit the site at his own schedule by contacting Rae Mirabal, the Superintendent @ 845-352-5700, or [rmirabal@rcsls.org](mailto:rmirabal@rcsls.org) to visit the project.

S. Prevailing Wage Requirements

1. The Contractor is hereby notified that the current New York State Wage Rate Schedule applies to this Project.
2. The Contractor shall submit with his requisitions, certified worker wage payment statements based on the current NYS Prevailing Wage Rates.
3. These rates are minimum rates; the Owner will not consider any claims for additional made by the Contractor in excess of the applicable rate contained in the Contract.
4. Prevailing Wage Rates can be found on the NYS Labor Dept. Website using the link: [https://dol.ny.gov/public-work-and-prevailing wage](https://dol.ny.gov/public-work-and-prevailing-wage).

END OF SECTION A

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