

DOCUMENT 002030
INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

- 1.1 The Work for the project is broken down into multiple prime contracts (see Section 011100 – Summary of Work”), not including the site work, which will be performed by the Town.

Based on the results of a previous bid process, the Town is going to contract with Larmon House Movers to raise the building to its required elevation, remove the existing foundation and excavate to prepare for the new foundation; with Albany Elevator to provide the new lift/elevator; and with Savage Metal Restorations to remove the existing historic windows, restore them and replace them.

The Town will provide all labor, materials, and equipment for excavation, trenching & backfill both inside and outside the building, below slab compaction and crushed stone, below grade waterproofing and final grading and seeding

The Town will install the septic system, including all sub surface piping and concrete structure associated with the septic system, as well as the pump.

The Town will provide containers for debris removal for all of the Contractors. The Town will provide portable toilets. The Town will provide temporary power, and temporary water as long as what is currently in the current Town Hall building is sufficient. There may be times during construction that other arrangements must be made for temporary water and power.

The Town will contract with a paving contractor to perform the curbing and paving, a security company to provide a security system with cameras and smoke/co protection, a company to provide telephone and data wiring and equipment, a gutter contractor to install the gutters, a contractor to restore the stained glass work, a contractor for the installation of an audio system for existing meeting room and a contractor to construct the judge’s bench; these items are not included in the multiple prime contractor’s scopes of work.

The following work is to be bid as separate contracts; all contractors are to coordinate and schedule their work with the work of other contractors and provide protection of all work to remain.

The scope of each Contractor’s work is shown in the Project Manual and on the Drawings dated 4/24/17 and includes, but is not limited to:

1) CONSTRUCTION CONTRACTOR:

The construction contractor shall supply all materials, labor, and equipment to perform all work that is required to complete the contract that is shown on the bid documents and not indicated to be performed by other contractors or the Town. *This includes but is not limited to:*

Selected demolition of existing work required to be removed. It has been determined that the existing paint that remains in the building contains lead. All paint removal shall follow lead safe practices.

Provide protection of all work during demolition and construction and maintain the project in a clean and orderly fashion.

Cutting and patching.

Construction heat.

New exterior siding and trim including soffits and fascias, repair and restoration of existing exterior siding, trim and cupola.

Repair and restoration of front porch columns and column bases.

Framing, including all steel framing and decking, all wood framing, decking, sheathing, bracing, and framing for lift/elevator shaft.

New interior gypsum wall board, wainscot, and trim.

New wood flooring and refinishing of new and existing wood flooring, including new ramp/landing and dias.

Repair and restoration of existing interior woodwork, wainscoting and trim, including the trim of the historic windows to be restored by the window restoration and stained glass restoration contractors.

New entrance mat at addition.

New stairs, handrails, and guardrails both interior and exterior.

New doors and hardware, including custom doors and restoration of existing doors.

New windows and replacement sash.

All tile work, including tile backer board.

All toilet and bath accessories.

Fire extinguishers and extinguisher cabinets.

All cabinets, countertops and shelving.

2) CONCRETE CONTRACTOR:

Provide all labor, equipment, and materials to install all concrete footings, foundations, slabs, sidewalks, piers, and pedestals for mechanical equipment and exterior lighting fixtures.

Provide all form work, shoring, and layout as required to perform the work. Provide all steel reinforcing, and coordinate with other contractors to embed all sleeves, inserts and conduit required for other trades' work.

Provide under slab vapor barrier and insulation.

Provide all waterproofing on concrete slab at existing building's front porch.

3) MASONRY WORK

Provide all labor, material, and equipment to install the brick veneer and stone sills on the exterior of the building.

The work includes all caulking, flashing, anchoring, lintels, and weeps.

4) SPRAY FOAM INSULATION WORK:

Provide all labor, equipment and materials to insulate the building. The work includes spray foam insulation and sealing.

Coordinate with other contractors so as to insure all penetrations and MEP work has been installed prior to insulating.

5) ROOFING CONTRACTOR:

Provide all labor, material, and equipment to install roofing including the membrane roof at the top of the cupola, the metal roof at the lower cupola roof, and the asphalt roofing at the addition.

Roofing work includes all flashing, drip edge, self adhered membrane, boots at all penetrations, and underlayment as required.

6) PAINTING CONTRACTOR:

Provide all labor, material, and equipment to paint the interior and exterior of the building. This includes all putty and patching but not restoration of existing woodwork.

The work includes back priming of new wood work, and painting and caulking of all new and existing work to be painted.

It has been determined that the existing paint that remains in the building contains lead. All paint removal shall follow lead safe practices.

7) **PLUMBING WORK** – see Project Manual DIVISION 22 – PLUMBING.

8) **PRESSURE TANK & WELL PIPING** - see Project Manual DIVISION 22 – PLUMBING

9) **HVAC WORK** – see Project Manual DIVISION 23 - HVAC.

10) **ELECTRICAL WORK** – see Project Manual DIVISION 26 – ELECTRICAL

11) **ELECTRIC SERVICE WORK** – see Project Manual DIVISION 26 – ELECTRIC

2. EXAMINATION OF DOCUMENTS

- 2.1 Carefully examine and be familiar with the Bidding and Contract Documents.
- 2.2 Examine information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations, or judgement of the Contractor.

3. VISIT TO THE SITE

- 3.1 Visit the Site of the Work prior to submitting bid; contact the Architect to arrange access.
- 3.2 Assume the risk of encountering any subsurface or other latent physical condition that can be reasonably anticipated on the basis of documentary information provided by the Owner and from inspection and examination of the Site.
- 3.3 Interpretations of Contract Documents by Owner’s personnel are not binding.

4. RESOLUTION OF DISCREPANCIES AND AMBIGUITIES

- 4.1 Direct all questions regarding the intent or meaning of the drawings or specifications to the Architect, Architectural Bureau, P.O. Box 238, Chatham, New York 12037, telephone (518) 392-3650, fax (518) 392-3045. EMAIL joe@architecturalbureau.com Such an inquiry may be telephoned or submitted in writing.
- 4.2 The reply to such an inquiry, when deemed necessary will be communicated by Addendum to all persons who have obtained drawings and specifications.
- 4.3 Pre-bid inquiries answered by means other than Addenda will not be binding.

5. PREPARATION OF BIDS

- 5.1 Prepare each bid on the official form included in this Project Manual. Enter all amounts in words and in numerals in whole dollar amounts, as indicated underneath. If there is a discrepancy between the written amount and numerals, the written amount will be accepted. Make no erasures, cross-outs, whiteouts, write-overs, obliterations, or changes of any kind in the Bid Form phraseology, in the entry of unit prices, or anywhere on the Bid form. Fill in all blank spaces legibly. An illegible entry may disqualify the bid in its entirety. If a mistake is made, use a new Bid form. No post bid meetings will be afforded to any bidder to explain or clarify illegible or changed entries.
- 5.2 If the Project Manual contains Section 012300 – Alternates, indicate the amounts to be added to or deducted from the base bid in the spaces provided on the Bid Form. If the Work is to be performed at no change in cost, indicate the word ‘NONE.’ Any bid which fails to indicate an amount with the words “ADD” or “DEDUCT” or the word “NONE”, for each alternate, will be held to be informal and may be rejected.
- 5.3 Sign the Bid Form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership, or corporation on the line provided and place his/her signature after “SIGN BID HERE”. The same procedure shall apply to the bid of joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required. All signatures must be original. Mechanically reproduced signatures or copies are not acceptable.
- 5.4 Mailing Address: Include street address. Addenda sent by other than US Postal Service can not be delivered to Post Office Boxes.
- 5.5 Note in the space designated on the Bid Form the Addenda, by numbers and dates, which have been received. If no Addenda have been received, insert the word “NONE”.

6. BID SECURITY INFORMATION

- 6.1 Bid security is required as a guarantee that the bidder will enter into the Contract and furnish a satisfactory Performance Bond and Labor and Material Bond, if required by the Town, within the time specified on the Bid Form. Submit bid security in the amount indicated in the Advertisement for Bids in one of the following forms:
 - 6.1.1 Certified check or bank check drawn upon a legally incorporated bank or trust company (payable to Town of Austerlitz).
 - 6.1.2 Bid Bond on a form to be issued by a Surety licensed in the State of New York.
- 6.2 Upon submission of a certified check or bank check, the bid security of the successful bidder will be returned pending acceptance of the required bonds and the execution of Contract. The second low bidder’s bid security will be returned after the low bidder executes the Contract or with the submission of an approved Substitute Bid Bond. The bid security of all other bidders with checks will be returned as soon as possible after the low bidder has been determined.

6.3 Bid Bonds submitted as bid security will not be automatically returned to the Contractor. Firms requesting to have bonds returned may do so in writing provided they are not the first or second low bidder prior to award. Only those requests made in writing, directed to the Architect, shall be considered for return.

7 SUBMISSION OF BID

7.1 Submit Bid Form and bid security in a sealed envelope. Telephone, telegraph or fax bids will not be accepted.

7.2 All bids must be received before the time specified, and at the place designated for the receipt of bids.

7.3 A late bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling by the Town of Austerlitz or the Architectural Bureau and (2) that absent such mishandling, the bid would have arrived on time. Delays in the mail or any other means of transmittal will not suffice to excuse late arrival.

7.4 A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

8 MODIFICATION OF BID

8.1 Bid modifications by amendment will only be considered on condition that: (1) the amendment arrives before the time specified, and at the place designated for receipt of bids, (2) the amendment is in writing and executed by a principal of the bidder firm, and (3) the bid, as amended, conforms in all respects with the Contract Documents.

9 WITHDRAWAL OF BID

9.1 A bid may be withdrawn at any time prior to the time specified for receipt of bids.

9.2 Not more than five business days after the bid opening, a low bidder may request the withdrawal of its bid without penalty based on a mistake. The request must be submitted via certified or registered mail to the address to which the bid was directed. The Owner may conduct or have conducted on his/her behalf a fact-finding proceeding to develop information concerning the request for withdrawal. A request for withdrawal of a bid made after five business days shall result in automatic forfeiture of the bid security.

9.3 Following a timely request for withdrawal of a bid, the bid security will be returned if the bidder establishes by credible evidence, including original documents when requested, the following:

9.3.2 An error, clerical as opposed to judgmental in nature and verifiable by written evidence, occurred in the computation of the bid,

9.3.3 The error constitutes either an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor and/or material from the final bid computation,

9.3.4 The absence of gross negligence in the preparation of the bid. For the Purposes of this subparagraph, gross negligence may include,

i) the apparent failure of a bidder to account for two or more categories (divisions) of work.

ii) the use of multiple erroneous quotations from subcontractors or suppliers,

9.4 If the bidder fails to meet its burden of proof, the request to withdraw without penalty shall be denied and its bid security will be forfeited and become the property of the Town of Austerlitz. The decision of the Owner shall be final and conclusive.

9.5 Once a request to withdraw is made, the Owner shall continue the award process considering only the remaining bids.

10 DISQUALIFICATIONS OF BIDDERS

10.1 The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

11 GOVERNING LAWS AND REGULATIONS

11.1 Sales Taxes: **The Town is exempt from paying NYS Sales Tax.** The Town will provide a sales tax exempt certificate for the purchasing of any materials pertaining to the Work. For information regarding sales and use taxes contact the New York State Sales Tax Bureau, Department of Taxation and Finance.

11.2 While all applicable laws, rules and regulations of the State of New York are incorporated by reference in this Contract, take special note of the provisions of the Labor Law, OSHA rule 10, and Industrial Code Rule 23 relative to the safety of workers and of persons lawfully occupying or using the premises. Address inquiries regarding labor law provisions to the New York State Labor Department. It is the contractor's responsibility to conform to all of the laws that pertain to the project.

11.3 Anti-Discrimination: Discrimination against any employee or applicant for employment because of race, creed, sex, color or national origin is prohibited.

12 OPENING OF BIDS

12.1 Bids will be opened as announced in the Advertisement for Bids.

13 DETERMINATION OF CONTRACTOR'S RESPONSIBILITY

13.1 The law requires that contracts for public work in the State of New York be awarded to the "lowest responsible and reliable bidders as will best promote the public interest."

13.2 In order to assist the Owner in determining the responsibility and reliability of the apparent low bidder for any competitively bid contract and any proposed subcontract work, each apparent low bidder and all proposed subcontractors will be required to submit a Contractor's Qualification Statement, AIA A305, prior to contract award or subcontractor approval. Blank copies of the questionnaire may be obtained upon request from the Architect.

13.3 The apparent low bidder must submit a completed Contractor's Qualification Statement, AIA A305, to the Owner within five working days after the bids are opened.

14 AWARD OF CONTRACT

14.1 The Contract may be awarded to the lowest responsible and reliable bidder as will best promote the public interest.

14.2 If alternates are included in the bidding documents, the Owner reserves the right to accept or reject any or all alternates. The lowest bid will be determined by the total of the base bid and the accepted alternates.

14.3 If alternate base bids are indicated in the bidding documents, the low bid will be determined by the lowest amount bid for any of the alternate base bids.

14.4 The Owner reserves the right to reject any or all bids and to advertise for new bids if, in its opinion, the best interest of the municipality will thereby be promoted. In the event that all bids are rejected, each bidder will be so notified.

14.5 A bidder may withdraw its bid if no award of the contract is made within forty-five (45) days after the receipt of bids, provided written notice of such withdrawal is received at the Owner's address (found in the Advertisement for Bid) prior endorsement of the contract with Owner's signature.

15 INFORMALITIES

15.1 Any bid which fails to conform to the requirements of the Bidding and Contract Documents may be rejected.

15.2 The Owner may waive any informality or afford the bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity.

END OF DOCUMENT