

## SECTION 00200

### INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. Deposit on Documents
4. Preparation of Bid
5. Modification of Bids
6. Obligation of Bidder
7. Information not Guaranteed
8. Bid Security
9. Time for Completion
10. Addenda and Interpretations
11. Bid Opening Procedure
12. Comparison of Bids
13. Right to Reject Bid
14. Ability and Experience of Bidder
15. Conditions of Work
16. Security for Faithful Performance
17. Power of Attorney
18. Laws and Regulations
19. Liquidated Damages for Failure to Enter into Contract
20. Items and Indeterminate Items
21. Prevailing Wage Rates
22. Guarantee
23. Safety and Health Regulations
24. Efficiency Guarantee Bond
25. OSHA 10 Hour Construction Safety and Health Course Requirements

1. Receipt and Opening of Bids

The Town of Yorktown herein called the TOWN, acting by and through its Water Superintendent will receive sealed Bids for the construction of the Cleaning and Cement Mortar Lining of Water Main Along Front Street and Underhill Avenue.

Such bids addressed to the Town of Yorktown and endorsed “Bid for the Cleaning and Cement Mortar Lining of Water Main Along Front Street and Underhill Avenue project” will be received at the Yorktown Clerk’s Office at Town Hall, located at 363 Underhill Avenue, Yorktown Heights, NY 10598 until 10:00 AM on Monday, July 11, 2023 at which time and place said bids will be publicly opened and read aloud.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the TOWN will be postponed until the next business day at the time originally stated for receipt of bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on a set of drawings titled "Cleaning and Cement Mortar Lining of Water Main Along Front Street and Underhill Avenue project" and numbered 1 to 13, inclusive.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Cost of Documents

A cost, in the amount as specified in NOTICE TO BIDDERS, will be accepted by the Town Clerk by check, payable to Town of Yorktown, for each set of Contract Documents. Not refundable.

4. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

5. Modification of Bids

Any bidder may modify its bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the

TOWN prior to the closing time, and provided further, for any telegraphic communication that modifies a bid the TOWN is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the TOWN until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile transmission.

6. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

7. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or grounds for any claim or demand against the TOWN or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

8. Bid Security

Each bid must be accompanied by a certified check, a bid bond, a treasurer's, or cashier's check, payable to the TOWN, in the amount stated in NOTICE TO BIDDERS. Such deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the TOWN and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

9. Time for Completion

The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the TOWN and to fully complete the project within the time limit stated in Section 00410, FORM OF GENERAL BID.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally, and shall not be used as the basis of a claim against the TOWN or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Weston & Sampson, PE, LS, LA, ARCHITECTS, PC, 1 Winners Circle, Suite 130 Albany, New York 12205, and to be given consideration must be received at least ten working 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 to the specifications which, when issued will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract Documents.

11. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00410, FORM OF GENERAL BID.

12. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00410, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The TOWN agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

13. Right to Reject Bid

The TOWN may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the TOWN deem it to be in the public interest to do so.

The TOWN may also reject bids which in its sole judgment are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the TOWN may waive such omissions, conditions, or irregularities.

14. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the TOWN that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The TOWN's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The TOWN may make such investigations as it deems necessary, and the bidder shall furnish to the TOWN, under oath if so required, all such information and data for this purpose as the TOWN may request.

15. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the CONTRACTOR, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the

payment of all persons performing labor and materials under this Contract as specified in Section 00700, GENERAL CONDITIONS included herein each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the State and satisfactory to the TOWN. The bonds shall remain in force for one year after final acceptance of the work by the TOWN, unless the TOWN, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of the Laws of New York and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and Laws of New York and Regulations exist, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of notice of the acceptance of the bid, shall except as otherwise provided by applicable law, forfeit to the TOWN, as liquidated damages for such failure or refusal, the security deposited with his/her bid, provided that the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00410, FORM OF GENERAL BID.

21. Prevailing Wage Rates

Applicable provisions of the New York State Department of Labor and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between the Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

Prevailing Wage Rates as determined by the Commissioner of the New York State Department of Labor apply to this project. It is the responsibility of the contractor, before bid opening, to request from the Bureau of Public Work, if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

22. Guarantee

The Contractor shall guarantee that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the TOWN may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the TOWN within seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the TOWN may employ other persons to make said repairs, correction, or replacements, and charge the costs, including compensation for additional professional services, to the Contractor.

23. Safety and Health Regulations

This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the New York State Department of Labor, Division of Safety & Health, Official Compilation of Codes, Rules & Regulations (NYCCR) of the State of New York. Contractors shall be familiar with the requirements of these regulations.

24. Efficiency Guarantee Bond

Whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide an “Efficiency Guarantee Bond” or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

25. OSHA 10 Hour Construction Safety and Health Course Requirements

Under Article 8 of the New York State Labor Law, for any public works project of at least \$250,000 in value, all laborers, workers, and mechanics working on the construction site shall be certified as having successfully completed a minimum of 10 hours of Construction and Health Safety Training, as approved by OSHA. The Contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof to the Engineer of certification for successfully completing the course for each employee, prior to performing any work on the project.

END OF SECTION