

ADDENDUM #1

Answers to Questions Received for

COB Bid No. 2025-006

South Avenue Park Project #2:

Court Surfacing

Bids DUE: March 27, 2025

AT 11:00 AM

BEACON, NEW YORK

Question 1) We respectfully submit for your consideration a request to approve products as an accepted substitute on South Avenue Park Court Surfacing - Project #2. Please find links below for the following supporting documentation: Summary : Substitution Request - South Avenue Park Court Surfacing - Project #2.pdf Supporting documents : Plexipave.

Answer 1) Per Specification 32 12 17, Paragraph 2.05, athletic court surfacing shall be Novacrylic as manufactured by Nova Sports USA or approved equal. Potential substitutions to specified products will be reviewed & considered during the submittal process for the project.

Question 2) Drawings say to saw cut and repave +/- 150 SQFT of surface by the next post replacing, Are we allowed to just repair the area vs removal of asphalt and re-installing?

Answer 2) Area is to be repaired to allow for installation of new court surfacing system. It is the Engineer's opinion that full depth removal & replacement may be necessary to achieve a uniform system & ensure adequate subbase. Means and methods of repair may be discussed & coordinated during the preconstruction meeting.

Question 3) PROVIDE CRACK FILLER AND INSTALL TRUING & LEVELING COURSE AS REQUIRED TO ELIMINATE LOW SPOTS; what do you mean by installing Truing and Leveling Course? Since these are existing courts, we can eliminate a few low spots, but in order to make the courts truly level, these courts should be re-built.

Answer 3) Intent is to provide truing & leveling top course / crack filler to improve surface & prepare for color sealcoat application. It is understood that courts may not be truly level as a result of this process.

Question 4) When I visited the site, plans show 700 LF of crack repair, however I measured over 1000 LF of cracks to be repaired. How do we know what 700 LF of cracks to repair?

Answer 4) Base Bid shall include 700 LF of crack repair. Extent of crack repair will be reviewed in field with Owner's Representative and discussed during the preconstruction meeting. If additional repair areas are identified in the field, Owner may elect to request proposal from selected contractor for additional repair areas at their discretion.

Question 5) How many coats of Paint are recommended to be installed?

Answer 5) Refer to Specification 32 12 17 for court surface system requirements.

Question 6) Is there water onsite for cleaning of the courts?

Answer 6) Owner shall make water available for use by Contractor for cleaning of courts.

Question 7) Page B-1 (Information for Bidders) does not list the "Statement of Bidder Qualification," however it is listed on Page C-2 of the Bid Form as an attachment. I am unable to locate this form in the bid specifications.

Answer 7) The Statement of Bidders Qualifications Form is attached to this addendum. The following forms are to be submitted as part of the bid per the Bid Form:

- Required Bid Security
- Non-Collusive Bidding Certification (Page E-1)
- Information Sheet (Page B-6)
- Conflict of Interest Statement (Page B-7)
- Reference Sheet (Page B-8)
- Statement of Bidder's Qualifications (Pages B-12 – B-14)
- Certification of Limited Foreign Involvement (Page B-9)
- Sexual Harassment Prevention Policy Certification (Page B-10)
- Iran Divestment Act Compliance Certification (Page B-11)
- Certification Form: Labor Law § 220-i (Page N-1)

Attachments:

- Information for Bidders
- Statement of Bidders Qualifications Form

- END OF ADDENDUM #1 -

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Beacon, Dutchess County, New York (herein, called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Envelopes containing the bids must be sealed, addressed to: City of Beacon, City Hall, One Municipal Plaza, Beacon, New York 12508 and designated as **South Avenue Park Project #2: Court Surfacing** must be actually received not later than the time and the date specified in the Advertisement for Bids.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or by typewriter. In addition to the prescribed form, each bid must be accompanied by the following:

1. Required Bid Security
2. Information Sheet
3. Conflict of Interest Statement
4. Reference Sheet
5. Non-Collusive Bidding Certificate
6. **Statement of Bidders Qualifications**
7. Certification of Limited Foreign Involvement
8. Sexual Harassment Prevention Policy Certification
9. Iran Divestment Act Compliance Certification
10. Certification Form: Labor Law § 220-i

Each envelope containing a bid must bear on the outside the name and address of the bidder, and the name of the project for which the bid is submitted and **COB Bid No. 2025-006**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above. The Contractor assumes the risk of any error or delay in the delivery of its bid by whatever delivery means it chooses (e.g. mail, hand delivery, courier, overnight service or other means) including the handling of mail by employees of the City of Beacon.

The Contractor shall not include in the bid any sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials which are to be incorporated in the work. The City has a tax exemption number and forms which will be made available to the successful bidder to the extent permitted under the present applicable statutes.

No bids will be accepted unless the Non-Collusive Bidding Certificate provided in these specifications is properly executed and submitted with the bid, as required by the General Municipal Law.

3. BID MODIFICATION AND WITHDRAWAL

Any bidder may modify or withdraw its bid by telegraphic or written communication at any time prior to the opening of bids, provided such communication is received by the Owner prior to the opening, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the opening time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the opening of bids time, no consideration will be given to the telegraphic modification.

4. METHOD OF BIDDING

- A. The bid is lump sum.
- B. Lowest Bidder:

Bids will be compared on the basis of the correct totals of the schedule of quantities comprising all items at the unit and lump sum prices bid for these items. The lowest bidder under each Contract will be that Bidder whose Bid totals the lowest number of dollars as determined above.

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the Multiplication of units of Work and unit prices will be resolved in favor of the Unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

When numbered Alternate Bid items are required, the lowest Bidder is the Bidder whose Bid for the Alternate or combination of Alternates, selected by Owner, is the lowest. It shall be understood that the Owner reserves the right to select any alternate or combination of Alternates.

The alternate Bid Items are provided because of the City of Beacon's budgetary constraints and to achieve the economy of scale.

5. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder or a bid bond prepared on the Bid Bond Form attached, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, in the amount of 5% of the total contract bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and accepted bidder have executed the contract, or, if no award has been made within 45 days after the

date of the opening of bids, upon demand of the bidder at anytime thereafter, as long as he has not been notified of the acceptance of his bid. Bid Security shall be made payable to the City of Beacon.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with this bid, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain as a result of the failure or refusal to execute and deliver the contract and bonds as required in this paragraph. This sum is not to be construed in any sense as a penalty but as a good faith measure of the economic injury to the Owner which otherwise is impractical to calculate.

7. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Weston & Sampson PE, LS, LA, Architects, PC, 1 Winners Circle, Suite 130, Albany, New York 12205 or via email to Jack Grieshofer, RLA at grieshoferj@wseinc.com. To be given consideration, questions must be received at least five 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, if issued, will be distributed to all prospective bidders listed as plan holders (at the respective address or email furnished for such purposes) not later than three working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

8. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond in amounts equal to 100% of contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. **Each bond shall state "The amount of the bond shall be adjusted to reflect the effect of any changes ordered by the owner by a Written Amendment, a Change Order, or a Work Change Directive".** The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, and shall be prepared on the forms found in these contract documents.

9. WARRANTY AND GUARANTEE

The Contractor shall warrant and guarantee all his work and material for a period of two years after final acceptance by the Owner in accordance with the General Conditions. The Owner shall retain 5% of the total completed works cost during this **two-year** period unless the Contractor provides an

acceptable Maintenance Bond in the same amount, or unless his Performance Bond covers this two-year period.

10. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the Technical Specifications and to have read and to be thoroughly familiar with the contract documents. 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 to his bid. The lowest bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

11. OBLIGATION OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. 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. Conditional bids will not be accepted.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

13. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to complete all work, no later than 90 calendar days after the date specified in the Notice to Proceed.

Bidder must agree to pay in accordance with the following schedule for each consecutive calendar day the project completion extends past the completion date, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain per diem by the failure of the Bidder to complete the work in the time stipulated, and this sum is not to be construed in any sense as a penalty but a good faith measure of the economic injury to the Owner which is otherwise impractical to calculate.

Original Contract Amount		Liquidated Damages Per Day
From More Than	To and Including	
\$0	\$25,000	\$575
\$25,000	\$50,000	\$600
\$50,000	\$100,00	\$725
\$100,000	\$500,000	\$825
\$500,000	\$2,000,000	\$1,025

14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over 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 in full.

15. ADDITIONS AND DELETIONS

The Owner may elect to delete from the contract any portion of the work or material described. Any major alterations, either subtractions or additions, will be made prior to the contract award.

16. INSURANCE

During the life of the contract, the Contractor shall maintain in full force and effect the following.

1. Workers Compensation Insurance and New York State Disability Insurance in conformity with the applicable laws of the State of New York.
2. Contractor's Comprehensive General Liability and Property Damage Insurance.
3. Contractor's Protective Comprehensive General Liability and Property Damage Insurance in his own name and for Sub-contractor operations.
4. Contractor's Protective Comprehensive General Liability and Property Damage Liability Insurance in the name of the Owner.
5. Bodily Injury Liability and Property Damage Liability Insurance for all automotive equipment utilized for this contract.

The Contractor shall furnish to OWNER Certificates of Insurance as evidence of coverage prior to commencement of the PROJECT and naming the OWNER and ENGINEER as Additional Insured on a primary and non-contributory basis. Waiver of Subrogation in favor of the OWNER is to be included.

The Contractor shall provide thirty (30) days written notice to the OWNER, by registered mail with return receipt requested, prior to cancellation or expiration of the policy. Policies that lapse and/or expire during term of work shall be recertified and received by the OWNER no less than thirty (30) days prior to expiration or cancellation. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

STATEMENT OF BIDDERS QUALIFICATIONS

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Answer all questions in a clear and comprehensive manner. This form must be completed in full and sealed (if corporation) or signed by all partners. The bidder may submit any additional information he/she desires.

NOTE: THIS STATEMENT MUST BE NOTARIZED.

SUBMITTED BY:

Name of Bidder: _____

Federal Identification Number: _____

Permanent Principal Office Address:

Corporation ___ Partnership ___ Individual ___ Joint Venture
Other

1. Date When Firm Organized:
2. State of incorporation:
3. How many years has your organization been engaged in contracting under your present firm or trade name?
4. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
5. Has any office or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? _____ If so, state circumstances:

9. Experience in work similar in scope and scale to this project:

10. List the construction experience of the principal individuals of your organization:

11. Trade References:

12. Bank References:

State of New York Name of Bidder:

County of () Date:

On this _____ day of _____, 202__ before me came

_____ to me known to be the individual(s)

described in and who executed the foregoing instrument and acknowledged
that he/she executed the same.

Notary Public

County