

**ADDENDUM #2**

**Answers to Questions Received for**

**COB Bid No. 2025-004**

**South Avenue Park Project #4:**

**Court Improvements & Restroom Facility**

**Bids DUE: March 27, 2025**

**AT 11:00 AM**

**BEACON, NEW YORK**

**Engineer Revisions**

Clarifications to Bid Form on fence height to match adjacent court fencing and inclusion of specific line item for concrete foundation for new bathroom facility.

Attachments:

- Revised Bid Form

**- END OF ADDENDUM #2 -**

BID FORM  
COB Bid No. 2025-004

South Avenue Park Project #4: Court Improvements & Restroom Facility  
City of Beacon, Dutchess County, New York

This Bid is submitted to:

CITY OF BEACON CITY HALL  
ONE MUNICIPAL PLAZA  
BEACON, NEW YORK 12508

By: \_\_\_\_\_  
(Name of Contractor)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Technical Specifications for the Contract Price and within the Contract Time indicated in the accordance with the other terms and conditions of the Contract Documents. The terms and conditions of the Contract Documents shall become enforceable upon the adoption of a Resolution by the City Council to award the Contract to the selected BIDDER.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the specified number of calendar days after the day of Bid opening as stated in the Information for Bidders. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements also as specified in the Information for Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents, the Advertisement for Bids, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

Date Received \_\_\_\_\_

Addendum Number \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. BIDDER has familiarized itself with the nature and extent of the Contract Documents, technical specifications, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  
5. BIDDER agrees that the Work will be complete in accordance with the Contract Documents within the number of calendar days indicated in the Agreement and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
  
6. The following documents are attached to and made a Condition of this Bid:
  - A. Required Bid Security in the form of: (check appropriately)
    1. 5% Bid Bond \_\_\_\_\_
    2. Certified Check \_\_\_\_\_
    3. Cash \_\_\_\_\_
  
  - B. Non-Collusion Bidding Certification
  - C. Information Sheet
  - D. Conflict of Interest Statement
  - E. Reference Sheet
  - F. Statement of Bidder's Qualifications
  - G. Certification of Limited Foreign Involvement
  - H. Sexual Harassment Prevention Policy Certification
  - I. Iran Divestment Act Compliance Certification
  - J. Certification Form: Labor Law § 220-i
  
7. Communications concerning this Bid shall be addressed to the BIDDER at the following address:
   
\_\_\_\_\_
   
\_\_\_\_\_
   
\_\_\_\_\_
  
8. The terms used in this Bid are defined and have the meanings assigned to them in the General Conditions.
  
9. The UNIT PRICES shall include all of the Contractor's Costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, etc.
  
10. The approximate quantities of work to be performed under the proposed contract are set forth in the Bid Form. These quantities are to be considered as approximate only and are

given solely for the comparison of bids. The Owner does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as may be deemed necessary by the Engineer. The Contractor shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of work actually done, or of material actually furnished, and the estimated quantities. The Contractor will be paid only for the actual quantities of work performed at the Contract Unit Price bid.

11. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
12. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:
  - (a) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
  - (b) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor and;
  - (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
13. A Bid shall not be considered for award nor shall any award be made where (1) (a), (b) and (c) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (a), (b) and (c) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists of such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this section.

14. Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be

performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

15. The undersigned Bidder certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.
16. The undersigned Bidder hereby certifies that (1) it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and 3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.
17. The undersigned Bidder for hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the New York State Department of Labor. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.
18. The undersigned Bidder further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the state of New York under General Laws or any rule or regulations promulgated thereunder.
19. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Respectfully submitted on: \_\_\_\_\_, 20\_\_\_\_.

**THIS FORM SHALL BE PROVIDED WITH BID**

**South Avenue Park Project #4: Court Improvements & Restroom Facility  
City of Beacon, Dutchess County, New York  
COB Bid No. 2025-004**

All items are complete items including furnishing, installation, excavation, backfilling, compaction, labor, equipment, etc. unless mentioned otherwise in this Bid Form.

Bidder will complete the BASE BID work for the above referenced project using the following prices.

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL ITEM PRICE
1	BONDS AND INSURANCE	1	LS		
2	DEMOLITION/ SITE PREPARATION/ EROSION & SEDIMENT CONTROL MEASURES/ CLEAN UP	1	LS		
3	INSTALLATION OF 145 LINEAR FEET OF 4" 10' HT. CHAIN LINK FENCE, INCLUDING FOOTINGS, APPURTENANCES, AND ALL ASSOCIATED HARDWARE.	1	LS		
4	INSTALLATION OF 560 FACE FEET OF SEGMENTAL BLOCK RETAINING WALL (INCLUDING SUBBASE, UNDERDRAIN, ETC.)	1	LS		
5	SITE RESTORATION, LOAMING & SEEDING	1	LS		
6	INSTALLATION OF 1700 SQUARE FEET OF TURF REINFORCEMENT GRID	1	LS		
7	MODIFICATIONS TO 3 EXISING MANHOLES / CATCH BASINS (CORING, FITTINGS, FRAME ADJUSTMENTS, ETC.)	1	LS		
8	ELECTRICAL WORK (INCLUDING TRENCHING, BACKFILLING, CONDUIT, RELOCATION OF EXISTING PANEL, COORDINATION WITH PREFABRICATED BUILDING SUPPLIER/INSTALLER)	1	LS		
9	INSTALLATION OF 125 LINEAR FEET OF NEW WATER SERVICE (INCLUDING TRENCHING, BACKFILLING, SERVICE TAP & COORDINATION WITH PREFABRICATED BUILDING SUPPLIER/INSTALLER)	1	LS		
10	INSTALLATION OF 85 LINEAR FEET OF SANITARY SEWER PIPING (INCLUDING TRENCHING, BACKFILLING, COORDINATION WITH PREFABRICATED BUILDING SUPPLIER/INSTALLER)	1	LS		
11	INSTALLATION OF 1 SANITARY SEWER MANHOLE	1	LS		

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL ITEM PRICE
12	INSTALLATION OF 180 LINEAR FEET OF STORM SEWER PIPING (INCLUDING TRENCHING, BACKFILLING, COORDINATION WITH PREFABRICATED BUILDING SUPPLIER/INSTALLER)	1	LS		
13	INSTALLATION OF 590 SQUARE FEET OF CONCRETE PAVEMENT (INCLUDING SUBBASE, REINFORCEMENT)	1	LS		
14	INSTALLATION OF 1300 SQUARE FEET OF ASPHALT PAVEMENT (INCLUDING SUBBASE)	1	LS		
15	INSTALLATION OF PAVEMENT STRIPING & MARKINGS (INCLUDING SURFACE PREPARATION)	1	LS		
16	INSTALLATION OF 18 CONCRETE WHEEL STOPS	1	LS		
17	INSTALLATION OF SIGNAGE (INCLUDING SIGNS, POSTS, FOOTINGS, AND ALL ASSOCIATED HARDWARE)	1	LS		
18	INSTALLATION OF CONCRETE FOUNDATION FOR NEW BATHROOM (INCLUDING SUBBASE, REINFORCEMENT, SLEEVES, FORMWORK, ETC.)	1	LS		

**TOTAL AMOUNT OF BASE BID (ITEMS 1 - 18)**

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents                      Lump Sum (\$ \_\_\_\_\_)

*(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)*

IF BIDDER IS:

INDIVIDUAL

By \_\_\_\_\_ [Seal]  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

PARTNERSHIP

By \_\_\_\_\_ [Seal]  
(Firm Name)

\_\_\_\_\_  
(General Partner)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

CORPORATION

By \_\_\_\_\_ [Corp. Seal]  
(Corporation Name)

\_\_\_\_\_  
(State of Corporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(State of Corporation)

Attest: \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

JOINT VENTURE

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner for signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above)