

Note: The bidder is asked to use either black ink or typewriter (black ribbon) in completing this proposal form. Each line item amount must be completed. Failure to do so will be grounds for disqualification of the bidder.

BASE BID: Contract H – HVAC Construction Work

ITEM 1 – BONDS and INSURANCES

(written in words) _____ (\$)

ITEM 2 – DIVISION 1 – GENERAL REQUIREMENTS

(written in words) _____ (\$)

ITEM 3 – DIVISION 1 – PROJECT SUPERVISION

(written in words) _____ (\$)

ITEM 4 – DIVISION 2 – EXISTING CONDITIONS & DEMOLITION WORK

(written in words) _____ (\$)

ITEM 5 – DIVISION 7 – FIRE STOPPING

(written in words) _____ (\$)

ITEM 6 – DIVISION 23 – PIPE, VALVES, FITTINGS, PIPE HANGERS AND SUPPORTS

(written in words) _____ (\$)

ITEM 7 – DIVISION 23 – MECHANICAL SYSTEM IDENTIFICATION

(written in words) _____ (\$)

ITEM 8 – DIVISION 23 – BALANCING OF AIR SYSTEMS

(written in words) _____ (\$)

ITEM 9 – DIVISION 23 – PIPING & DUCTWORK INSULATION

(written in words) _____ (\$)

ITEM 10 – DIVISION 23 – CONTROLS

(written in words) _____ (\$)

ITEM 11 – DIVISION 23 – STEAM SPECIALTIES

(written in words) _____ (\$)

ITEM 12 – DIVISION 23 – SHEET METAL WORK

(written in words) _____ (\$)

ITEM 13 – DIVISION 23 – DIFFUSERS, REGISTERS AND GRILLES

(written in words) _____ (\$)

ITEM 14 – DIVISION 23 – BOILERS

(written in words) _____ (\$)

ITEM 15 – DIVISION 23 – AIR COOLED CONDENSING UNITS

(written in words) _____ (\$)

ITEM 16 – DIVISION 23 – UNIT VENTILATOR

(written in words) _____ (\$)

ITEM 17 – DIVISION 23 – FINNED-TUBE RADIATION HEATERS

(written in words) _____ (\$)

ITEM 18 – AS-BUILT DRAWINGS

(written in words) _____ (\$)

ITEM 19 – PROJECT CLOSEOUT

(written in words) _____ (\$)

ALLOWANCE H1 – ALLOWANCE FOR GENERAL CONTINGENCY

(written in words) Seventy Thousand Dollars and 00 Cents (**\$70,000.00**)

TOTAL BASE BID (ITEMS 1 –19 INCLUSIVE, PLUS ALLOWANCE H1)
 (written in words) _____ (\$)

ALTERNATES

The contractor shall clearly state whether cost indicated is to be added to or deducted from the base bid cost. Failure to clearly state same will be grounds for disqualification of the bidder.

All work included under this heading shall be subject to the general conditions of the project. All construction, workmanship and finishes required by the alternates shall be as specified in the applicable sections of the specifications manual.

The undersigned proposes and agrees that should the following alternates be accepted and included in the contract, the amount of the TOTAL BASE BID will be revised as follows. The undersigned further agrees that should the following Alternates be accepted at a subsequent date, after the base bid contract is awarded, due to additional funds provided to the school district through a Smart Schools Bond Act, the alternate bid prices indicated shall be held and honored for a period of one year from the date of contract signing.

NUMBER	DESCRIPTION	COST
ALT-H1 (Add)	Contractor to provide all general construction and demolition work associated with the removal and disposal of existing radiator control valves, and associated items where indicated in drawings. Contractor to provide and install new DDC ready radiator control valves and	(\$)

	associated items where indicated in drawings. New control valves shall be integrated with existing BMS and local thermostats. See drawings for more details. This alternate shall include all material and labor for this work.	
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Note: The WHITE PLAINS CITY SCHOOL DISTRICT is exempt from Federal, New York State and local taxes. TOTAL AMOUNT BID shall be exclusive of all taxes.

EACH BIDDER SHALL SUBMIT WITH IT'S BID A SEPARATE SEALED LIST THAT NAMES THE SUBCONTRACTORS THAT THE BIDDER WILL USE TO PERFORM WORK AND THE AGREED UPON AMOUNT TO BE PAID FOR A.) HEATING, VENTILATION AND AIR-CONDITIONING WORK, B.) PLUMBING WORK AND C.) ELECTRICAL WORK. AFTER THE LOW BID IS ANNOUNCED, THE SEALED LIST OF SUBCONTRACTORS SUBMITTED BY THE APPARENT LOW BIDDER SHALL BE OPENED AND THE NAMES OF THE SUBCONTRACTORS ANNOUNCED. ANY CHANGE OF SUBCONTRACTOR OR AGREED UPON AMOUNT TO BE PAID SHALL REQUIRE THE APPROVAL OF THE PUBLIC OWNER, UPON A SHOWING OF "LEGITIMATE CONSTRUCTION NEED" FOR SUCH CHANGE.

"LEGITIMATE CONSTRUCTION NEED" SHALL INCLUDE, BUT NOT BE LIMITED TO:

A CHANGE IN PROJECT SPECIFICATIONS,
A CHANGE IN CONSTRUCTION MATERIAL COSTS,
A CHANGE IN SUBCONTRACTOR STATUS, OR
THE SUBCONTRACTOR HAS BECOME UNWILLING, UNABLE OR UNAVAILABLE TO PERFORM THE SUBCONTRACT.

THE SEALED LISTS OF SUBCONTRACTORS SUBMITTED BY ALL OTHER BIDDERS SHALL BE RETURNED TO THEM UNOPENED AFTER THE CONTRACT AWARD.

PAYMENTS TO SUBCONTRACTORS AND MATERIAL MEN MUST BE MADE WITHIN 7 CALENDAR DAYS AS OPPOSED TO 15 CALENDAR DAYS OF THE RECEIPT OF PAYMENT FROM THE PUBLIC OWNER. FAILURE TO PAY WITHIN 7 CALENDAR DAYS WILL RESULT IN INTEREST DUE FOR ALL CALENDAR DAYS SUBSEQUENT TO THE SEVENTH DAY THROUGH THE DATE THAT PAYMENT IS MADE.

THE BIDDER UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITIES IN THE BIDDING.

THE BIDDER AGREES THAT THE BID SHALL BE GOOD AND MAY NOT BE WITHDRAWN FOR A PERIOD OF **FORTY-FIVE (45)** CALENDAR DAYS AFTER THE SCHEDULED CLOSING TIME FOR RECEIVING BIDS.

THE BIDDER HAS SUBMITTED ALL REQUESTS FOR OTHER BRAND NAMES OR PRODUCTS NOT LISTED IN THE SPECIFICATIONS IN ACCORDANCE WITH ARTICLE 6(W) OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

SITE SUPERVISION

THE SUCCESSFUL CONTRACTOR IS TO PROVIDE FULL TIME SITE SUPERVISION FOR HIS OR HER STAFF, SUBCONTRACTORS AND SUPPLIERS FOR THE DURATION OF THIS PROJECT. A COMPETENT SUPERINTENDENT SHALL BE IN ATTENDANCE AT THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED UNDER THEIR CONTRACT. THE SUPERINTENDENT IS RESPONSIBLE TO VISIT THE JOB SITE DAILY WHEN WORK IS NOT BEING PERFORMED UNDER THEIR CONTRACT AND TO MONITOR THE OVERALL CONSTRUCTION PROGRESS. A QUALIFIED SITE SUPERINTENDENT MUST HAVE THE AUTHORITY TO REPRESENT AND MAKE DECISIONS FOR HIS OR HER COMPANY WITH REGARDS TO THE SUBJECT JOB, MUST BE ABLE TO GIVE GUIDANCE AND DIRECTION TO EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS, AND MUST

BE KNOWLEDGEABLE ABOUT THE WORK TO BE PROVIDED. **FAILURE TO PROVIDE A QUALIFIED SITE SUPERINTENDENT AT THE JOB SITE SHALL SUBJECT SAID PRIME CONTRACTOR TO A PENALTY OF \$1,000 PER DAY FOR EVERY OCCURRENCE.**

TIME OF COMPLETION

ALL WORK UNDER THIS CONTRACT SHALL BE COMPLETED BETWEEN THE FOLLOWING HOURS, IN ACCORDANCE WITH THE FOLLOWING DATES:

- WORK DAYS:** Monday – Friday
- WORK HOURS:** 7:00 AM - 4:00 PM
- CONSTRUCTION START DATE:** June 26, 2024
- SUBSTANTIAL COMPLETION:** August 30, 2024
- FINAL COMPLETION:** September 13, 2024

IF NECESSARY, WEEKEND, HOLIDAY AND EVENING WORK SHALL BE PROVIDED TO ENSURE THE COMPLETION DATES LISTED ABOVE, AT THE SOLE COST AND EXPENSE OF THE BIDDER.

FAILURE OF THE CONTRACTOR TO COMPLETE WORK BY THE SPECIFIED TIME SHALL SUBJECT HIM/HER TO LIQUIDATED DAMAGES AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS.

THE ARCHITECT/ENGINEER SHALL ACT AS THE RECORD KEEPER OF CONTRACT DAYS; HE WILL BE THE SOLE JUDGE OF DELAYS CAUSED BY WEATHER. ONLY WEATHER DELAYS, AS ADJUDGED BY THE ARCHITECT/ENGINEER, WILL BE CONSIDERED FOR EXTENSIONS OF THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL SUBMIT A BI-WEEKLY REQUEST FOR DELAYS DUE TO WEATHER TO THE ARCHITECT/ENGINEER FOR APPROVAL. NO OTHER DELAY CLAIMS WILL BE ACCEPTED, FOR CREDIT TOWARDS THE PROJECT COMPLETION SCHEDULE, REGARDLESS OF THE SOURCE OF THE DELAY.

FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK SHOWN AND SPECIFIED IN THE CONTRACT DOCUMENTS, BY ALL OF THE SPECIFIED TIME FRAMES, SHALL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES, AS SET FORTH IN ARTICLE 13 OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, IN THE SUM OF ONE THOUSAND DOLLARS (\$1,000.00) PER CALENDAR DAY. SUCH DAMAGES WILL COMMENCE ON THE DAY AFTER THE COMPLETION DATE OR THE DAY AFTER ANY LISTED MILESTONE DATE IN THE NOTICE TO PROCEED.

WITHIN TEN (10) CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF THE NOTICE OF AWARD, THE BIDDER SHALL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED PERFORMANCE BOND, PAYMENT BOND AND INSURANCES.

THE BOARD OF EDUCATION OF THE DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

<u>ADDENDUM NO.</u>	<u>DATED</u>
_____	_____
_____	_____

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION (FIELD) AND CONTRACT ADMINISTRATION (OFFICE) TIME EXPENDED BY THE ARCHITECT/ENGINEER AND/OR OTHER CONSTRUCTION EMPLOYEE(S) HIRED TO ADMINISTER OR OBSERVE THE CONTRACT, SHOULD THE CONTRACTOR COMPLETE THE CONTRACT BEYOND THE CONTRACT COMPLETION PERIOD SPECIFIED ABOVE.

SUCH DEDUCTION SHALL BE IN ACCORDANCE WITH THE ARCHITECT, ENGINEER'S, AND/OR OTHER CONSTRUCTION EMPLOYEE(S) STANDARD HOURLY BILLING RATES IN EFFECT AT THE TIME FOR THE SCHOOL DISTRICT.

THE REQUIREMENTS OF THE PROPOSAL HAVE BEEN COMPLETELY READ, UNDERSTOOD AND ACKNOWLEDGED BY THE BIDDER.

BIDDER: _____

BIDDER'S ADDRESS: _____

SIGNED BY: _____ TITLE: _____

DATE: _____

Telephone number where the contractor or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:

DAY: () _____ NIGHT: () _____

FAX: () _____

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: _____

PROPOSAL (PC)
WHITE PLAINS CITY SCHOOL DISTRICT
AC & VENTILATION AT MAMARONECK ELEMENTARY SCHOOL

Enclosed in the bid package is a certified check or bid bond for ten percent (10%) of the total amount of each of the school project bid as required by the foregoing "Information for Bidders."

On the signing of such contract by the Bidder, the bidder hereby agrees to furnish the indemnifying bonds as provided in the General Conditions.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within ten (10) business days after due notice from the Board of Education that the contract has been awarded to it and is ready for signature, as given in accordance with the Information for Bidders and/or its failure to execute and deliver the bond for the full amount of the contract price, as provided in said Information for Bidders, the Bidder's check or bid bond which is herewith deposited with the Board shall (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

Name of Bidder: _____

Business Address of Bidder: _____

END OF SECTION 004116.19