ADDENDUM NO. 5
WHITE PLAINS CITY SCHOOL DISTRICT
WHITE PLAINS HIGH SCHOOL UPGRADES AND TURF FIELD
SED CONTROL NUMBER: 66-22-00-01-0-016-029



August 21, 2023

WHITE PLAINS CITY SCHOOL DISTRICT WHITE PLAINS HIGH SCHOOL UPGRADES AND TURF FIELD SED Control No. 66-22-00-01-0-016-029

CONTRACT G - GENERAL CONSTRUCTION WORK CONTRACT C - CIVIL CONSTRUCTION WORK CONTRACT H - HVAC CONSTRUCTION WORK CONTRACT E - ELECTRICAL CONSTRUCTION WORK

WESTCHESTER COUNTY, NEW YORK

NOTE:

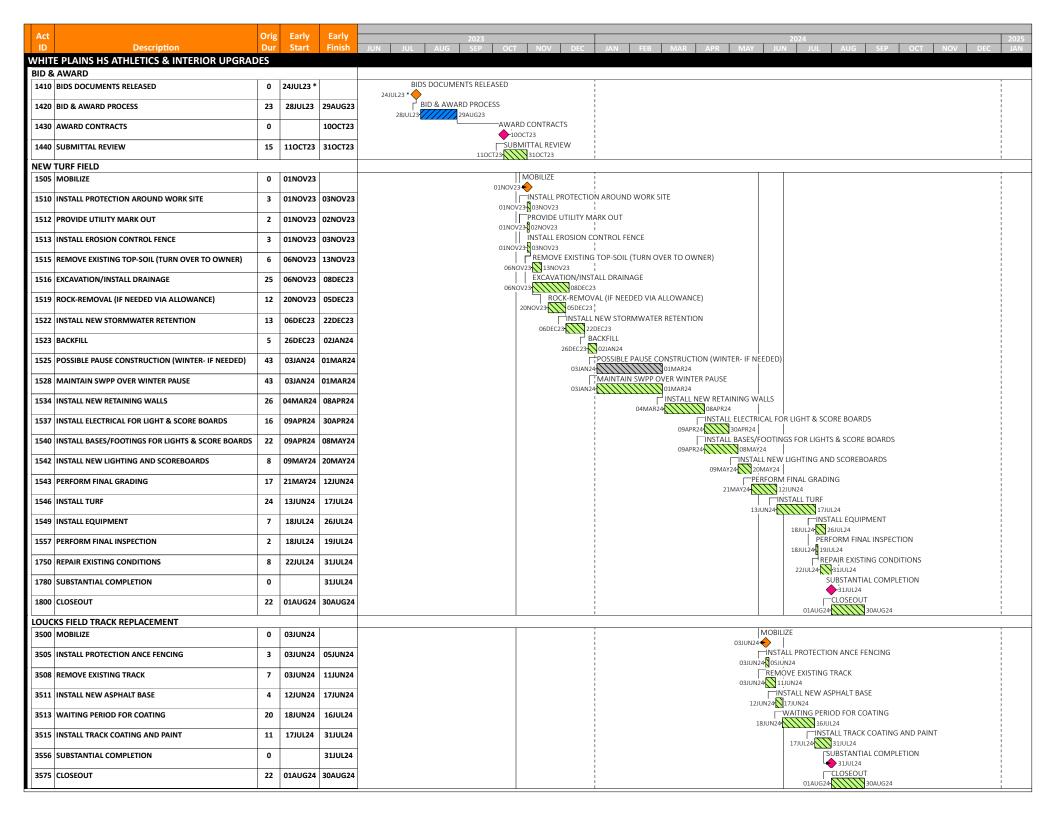
This clarification forms a part of the contract documents for the above project and must be acknowledged in the plans and specifications. Attach it to the inside front cover of each of the specifications.

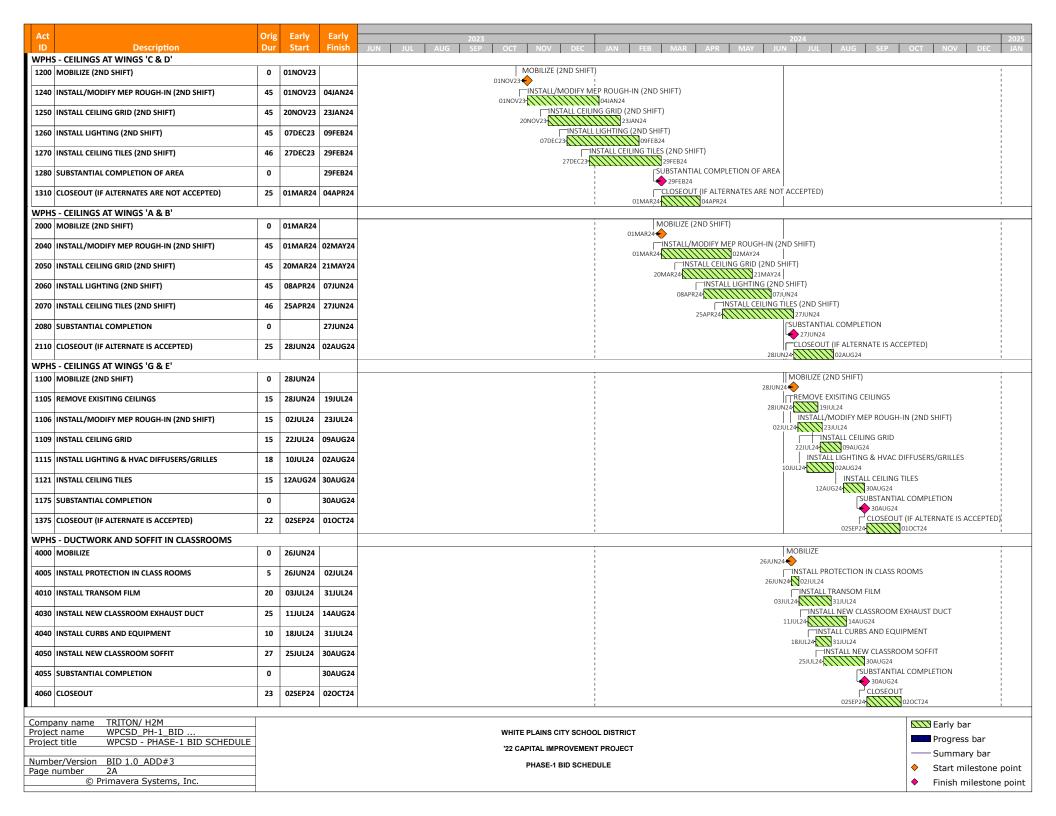
GENERAL CLARIFICATION

- 1. Remove SPECIFICATION SECTION CONSTRUCTION SCHEDULE and replace with revised SPECIFICATION SECTION CONSTRUCTION SCHEDULE, attached herewith.
- 2. Remove SPECIFICATION SECTION 004116.11-PB-C and replace with revised SPECIFICATION SECTION 004116.17-PB-C, attached herewith.
- 3. Remove SPECIFICATION SECTION 004116.11-PB-G and replace with revised SPECIFICATION SECTION 004116.17-PB-G, attached herewith.
- 4. Remove SPECIFICATION SECTION 004116.11-PB-H and replace with revised SPECIFICATION SECTION 004116.17-PB-H, attached herewith.
- 5. Remove SPECIFICATION SECTION 004116.11-PB-E and replace with revised SPECIFICATION SECTION 004116.17-PB-E, attached herewith.
- 6. Provide CERTAINTEED TERMINUS STRAIGHT PERIMETER TRIM at all areas where new 2x2 Acoustical Ceiling will adjoin and be below existing window glazing.

End of Addendum No. 5

X:\WPSD (White Plains Central School District) - 10991\WPSD 2206 - (High School Upgrades and Turf Field)\03-Bid\Addenda\Addendum #1\WPSD 2206 Addendum 5.docx







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 C – Civil 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)	<u>(</u> \$)
ITEM 4 – DIVISION 2 – DEMOLITION WORK		
(written in words)	<u>(</u> \$)
ITEM 5 – DIVISION 11 – EQUIPMENT		
(written in words)	_(\$)
ITEM 6 – DIVISION 31 – EARTHWORK		
(written in words)	<u>(</u> \$)
ITEM 7 – DIVISION 32 – EXTERIOR IMPROVEMENTS		
(written in words)	_(\$)
ITEM 8 - DIVISION 33 - UTILITIES		
(written in words)	_(\$)
ITEM 9 - PROJECT CLOSEOUT		
(written in words)	<u>(</u> \$)
ALLOWANCE C1 – ALLOWANCE FOR GENERAL CONTINGENCY		
(written in words) Fifty Thousand Dollars and 00 Cents	(\$50,000.00)
ALLOWNACE C2 – ALLOWANCE FOR ROCK REMOVAL		
(written in words) Fifty Thousand Dollars and 00 Cents	<u>(</u> \$50,000.00)
ALLOWNACE C3 – ALLOWANCE FOR TRENCH DRAIN REPLACEMENT		
(written in words)	<u>(</u> \$20,000.00)



ALLOWNACE C4 - ALLOWANCE FOR ASPHALT PAVING REPLACEMENT

(written in words)	Thirty Thousand Dollars and 00 Cents	(\$30,000.00)	
ALLOWNACE C5 -	- ALLOWANCE FOR BIORETENTION PLANTING			
(written in words)	Ten Thousand Dollars and 00 Cents	(\$10,000.00)	
TOTAL BASE BID (ITEMS 1 – 9 INCLUSIVE, PLUS ALLOWANCE C1, C2, C3, C4 & C5)				
(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-C1 (Add)	Contractor to provide all general construction and demolition work associated with the removal and disposal of existing track system, and associated items where indicated in drawings. Contractor to provide and install new track system and associated items where indicated in drawings. This alternate shall include all material and labor for this work.	(\$)
ALT-C2 (Add)	Builder's Risk Insurance: All costs associated with providing and purchasing a Builder's Risk Insurance Policy to include interest of the Owner and Contractor jointly in a form satisfactory to the owner. The limit must reflect the total completed value – all material and labor costs and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood.	(\$)

UNIT PRICES

The contract shall include unit prices as herein stated. Should the amount of work required by the contract documents be increased or decreased, the following unit prices shall be used as a basis for computing the cost to the district, or the credit due the district as the case may be, for such increases or decreases in the work. The listed unit prices will also be used for determining the value of quantities included in the specifications. Prices shall reflect the basis for furnishing all labor, material, equipment and other related items necessary for completion of work (in place). The quoted figure shall include contractor's overhead and profit.

THE OWNER/ARCHITECT HEREBY RESERVES THE RIGHT TO ORDER ANY ADDITION OR DEDUCTION OF MATERIALS ON BASIS OF UNIT COST FIGURES QUOTED.



NUMBER	DESCRIPTION	COST
CU-1	Rock Removal Provide all labor, material and equipment to excavate / remove rock and replace with compacted structural fill, to be used as an add or deduct from allocation of bid allowance. Unit of Measurement: per cubic yard of rock removal measured in place.	\$cy
CU-2	Trench Drain Replacement Provide all labor, material and equipment to remove and replace damaged existing track trench drain system in kind, to be used as an add or deduct from allocation of bid allowance. Unit of Measurement: per linear foot of trench drain replacement.	\$Inft
CU-3	Asphalt Paving Replacement Provide all labor, material and equipment to demolish and replace existing asphalt paving system in kind, to be used as an add or deduct from allocation of bid allowance. Unit of Measurement: per ton of asphalt paving.	\$ton

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 THEIR 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 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 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 FORM 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: November 1, 2023

NEW TURF FIELD CONSTRUCTION DATES: November 1, 2023 – August 28, 2024

LOUCKS TRACK CONSTRUCTION DATES: June 3, 2024 – August 28, 2024

SUBSTANTIAL COMPLETION: July 31, 2024

FINAL COMPLETION: August 28, 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.

ADDENDUM NO.

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):

DATED

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.:



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 G – General 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 3 – CONCRETE		
(written in words)	_(\$)
ITEM 6 - DIVISION 5 - METALS		
(written in words)	_(\$)
ITEM 7 - DIVISION 6 - WOOD, PLASTICS AND COMPOSITES		
(written in words)	_(\$)
ITEM 8 – DIVISION 7 – FIRESTOPPING AND SEALANTS		
(written in words)	_(\$)
ITEM 9 – DIVISION 8 – OPENINGS		
(written in words)	_(\$)
ITEM 10 - DIVISION 9 - FINISHES		
(written in words)	_(\$)
ITEM 11 – PROJECT CLOSEOUT		
(written in words)	_(\$)
ALLOWANCE G1 – ALLOWANCE FOR GENERAL CONTINGENCY		
(written in words) Fifty Thousand Dollars and 00 Cents	_(\$50,000.00)



TOTAL BASE BID (ITEMS 1 – 11 INCLUSIVE, PLUS ALLOWANCE G1)		
(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-G1 (Add)	Contractor to provide and install new acoustical ceiling system and associated items where indicated in drawings (Wing A). This alternate shall include all material and labor for this work.	(\$)
ALT-G2 (Add)	Contractor to provide and install new acoustical ceiling system and associated items where indicated in drawings (Wing B). This alternate shall include all material and labor for this work.	(\$)
ALT-G3 (Add)	Contractor to provide all general construction and demolition work associated with the removal and disposal of existing acoustical ceiling tile system, and associated items where indicated in drawings (Wing G). Contractor to provide and install new acoustical ceiling system and associated items where indicated in drawings. This alternate shall include all material and labor for this work.	(\$)
ALT-G4 (Add)	Contractor to provide all general construction and demolition work associated with the removal and disposal of existing acoustical ceiling tile system, and associated items where indicated in drawings (Wing E). Contractor to provide and install new acoustical ceiling system and associated items where indicated in drawings. This alternate shall include all material and labor for this work.	(\$)
ALT-G5 (Add)	Builder's Risk Insurance: All costs associated with providing and purchasing a Builder's Risk Insurance Policy to include interest of the Owner and Contractor jointly in a form satisfactory to the owner. The limit must reflect the total completed value – all material and labor costs and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood.	(\$)

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 THEIR 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 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 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 FORM 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: November 1, 2023

CORRIDOR CEILINGS - WINGS C&D (BASE BID): November 1 2023 - April 4, 2024

(Second Shift)

CORRIDOR CEILINGS - WING A&B (ALTS. G1 & G2): March 1, 2024 – August 2, 2024

(Second Shift)

CORRIDOR CEILINGS - WING G&E (ALTS. G3 & G4): June 28, 2024 – October 1, 2024

(Normal Shift)

CLASSROOM SOFFITS & CHASE - (BASE BID): June 26, 2024 - October 2, 2024

(Normal Shift)

SUBSTANTIAL COMPLETION: August 28, 2024

FINAL COMPLETION: October 2, 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):

	ADDENDUM NO.	<u>DATED</u>	
_		_	
_		_	
THE CONTRACTO (OFFICE) TIME E EMPLOYEE(S) H	OR FOR ADDITIONAL INSE EXPENDED BY THE ARCH IIRED TO ADMINISTER OMPLETE THE CONTRAC	AND DEDUCTED FROM AND CONPECTION (FIELD) AND CONTINEER AND/OR OR OBSERVE THE CONTRACT	ITRACT ADMINISTRATION OTHER CONSTRUCTION ONTRACT, SHOULD THE
	JCTION EMPLOYEE(S) STA	ANCE WITH THE ARCHITE INDARD HOURLY BILLING	
	NTS OF THE PROPOSAL H D BY THE BIDDER.	IAVE BEEN COMPLETELY I	READ, UNDERSTOOD AND
BIDDER:			
BIDDER'S ADDRE	SS:		
SIGNED BY:		TITLE:	
DATE:			
Telephone number and provide a reas	where the contractor or a co	ompetent representative can a sible, but not later than twenty	accept a telephone message -four (24) hours:
DAY: ()	NIGHT: <u>()</u>		
FAX: ()			
FEDERAL I.D. NO.	OR SOCIAL SECURITY NO) .:	



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)	<u>(</u> \$)
ITEM 2 – DIVISION 1 – GENERAL REQUIREMENTS		
(written in words)	<u>(</u> \$)
ITEM 3 – DIVISION 1 – PROJECT SUPERVISION		
(written in words)	(\$)
ITEM 4 – DIVISION 2 – EXISTING CONDITIONS & DEMOLITION WORK		
(written in words)	<u>(</u> \$)
ITEM 5 – DIVISION 7 – FIRE STOPPING		
(written in words)	<u>(</u> \$)
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)	<u>(</u> \$)
ITEM 11 – DIVISION 23 – SHEET METAL WORK		
(written in words)_	(\$)
ITEM 12 – DIVISION 23 – DIFFUSERS, REGISTERS AND GRILLES		
(written in words)	<u>(</u> \$)



ITEM 13	- AS	-BUII	LT DR	AWI	NGS

(written in words)	(\$)
ITEM 14 – PROJECT CLOSEOUT		
(written in words)	(\$)
ALLOWANCE H1 – ALLOWANCE FOR GENERAL CONTINGENCY		
(written in words) Forty Thousand Dollars and 00 Cents	(\$40,000.00)
TOTAL BASE BID (ITEMS 1 –14 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)	Builder's Risk Insurance: All costs associated with providing and purchasing a Builder's Risk Insurance Policy to include interest of the Owner and Contractor jointly in a form satisfactory to the owner. The limit must reflect the total completed value – all material and labor costs and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood.	(\$)

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 THEIR 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 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 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 FORM 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 28, 2024

FINAL COMPLETION: October 2, 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.

ADDENDUM NO.

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):

OAN	AGES	WILL	BE	ASSESS	SED AI	ND D	EDUCTED	FROM	AMOUNTS	OTHERWIS	E DUE

DATED

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.

NOTICE TO BIDDERS WHITE PLAINS CITY SCHOOL DISTRICT



BIDDER:
BIDDER'S ADDRESS:
SIGNED BY: TITLE:
DATE:
Telephone number where the contractor or a competent representative can accept a telephone messa and provide a reasonable reply as soon as possible, but not later than twenty-four (24) hours:
DAY: (NIGHT: (
FAX: ()
EEDEPALLD NO OP SOCIAL SECURITY NO :



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 E – Electrical 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 11 – EQUIPMENT		
(written in words)	(\$)
ITEM 7 – DIVISION 26 – ELECTRICAL DEMOLITION		
(written in words)	(\$)
ITEM 8 – DIVISION 26 – GROUNDING AND BONDING		
(written in words)	(\$)
ITEM 9 - DIVISION 26 - SUPPORT DEVICES and HANGERS		
(written in words)	(\$)
ITEM 10 - DIVISION 26 - ELECTRICAL IDENTIFICATION		
(written in words)	(\$)
ITEM 11 - DIVISION 26 - SWITCHGEAR		
(written in words)	(\$)
ITEM 12 - DIVISION 26 - PANELBOARDS		
(written in words)	(\$)



ITEM 13 – DIVISION 26 – WIRING DEVICES		
(written in words)	(\$)
ITEM 14 - DIVISION 26 - UTILITY SERVICES		
(written in words)	(\$)
ITEM 15 - DIVISION 28 - TEMPORARY CONTROLS		
(written in words)	(\$)
ITEM 16 – DIVISION 31 & 32 – EARTHWORK & EXTERIOR IMPROVEMENTS		
(written in words)	(\$)
ITEM 17 – AS-BUILT DRAWINGS		
(written in words)	(\$)
ITEM 18 - PROJECT CLOSEOUT		
(written in words)	(\$)
ALLOWANCE E1 – ALLOWANCE FOR GENERAL CONTINGENCY		
(written in words) Fifty Thousand Dollars and 00 Cents	(\$50,000.00)
TOTAL BASE BID (ITEMS 1 –18 INCLUSIVE, PLUS ALLOWANCE E1)		
(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.

NUMBE	R DESCRIPTION	COST	
ALT-E (Add)	Contractor shall include all labor and material cost associated with electrical work in Wing A in this alternate. Refer to floor plans for additional information.	(\$)



ALT-E2 (Add)	Contractor shall include all labor and material cost associated with electrical work in Wing B in this alternate. Refer to floor plans for additional information.	(\$)
ALT-E3 (Add)	Contractor shall include all labor and material cost associated with electrical work in Wing G in this alternate. Refer to floor plans for additional information.	(\$)
ALT-E4 (Add)	Contractor shall include all labor and material cost associated with electrical work in Wing E in this alternate. Refer to floor plans for additional information.	(\$)
ALT-E5 (Add)	Contractor shall include all labor and material cost associated with providing and install the field sports lighting and associated control panel, accessories and hardware in this alternate. Base bid will only include empty conduits and associated pullboxes with nylon pull strings. Refer to site plan for additional information.	(\$)
ALT-E6 (Add)	Contractor shall include all labor and material cost associated with providing and installing new exterior scoreboards and associated items where indicated in drawings in this alternate.	(\$)
ALT-E7 (Add)	Contractor shall include all labor and material cost associated with new spare conduit with nylon pull strings and pull box(s) for field 10. Refer to site plan for additional information.	(\$)
ALT-E8 (Add)	Builder's Risk Insurance: All costs associated with providing and purchasing a Builder's Risk Insurance Policy to include interest of the Owner and Contractor jointly in a form satisfactory to the owner. The limit must reflect the total completed value – all material and labor costs and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood	(\$)

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.

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WORK HOURS: 7:00 AM - 4:00 PM

CONSTRUCTION START DATE: November 1, 2023

CORRIDOR CEILINGS - WINGS C&D (BASE BID): November 1 2023 – April 4, 2024

(Second Shift)

CORRIDOR CEILINGS - WING A&B (ALTS. E1 & E2): March 1, 2024 – August 2, 2024

(Second Shift)

CORRIDOR CEILINGS - WING G&E (ALTS. E3 & E4): June 28, 2024 – October 1, 2024

(Normal Shift)

FIELD SPORTS LIGHTING & SCOREBOARDS November 1, 2023 – August 28, 2024

CONSTRUCTION DATES (ALTS. E5, E6 & E7): (Second Shift > Normal Shift)

SUBSTANTIAL COMPLETION: August 28, 2024

FINAL COMPLETION: October 2, 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.

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

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

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NOTICE TO BIDDERS WHITE PLAINS CITY SCHOOL DISTRICT



BIDDER:
BIDDER'S ADDRESS:
SIGNED BY:TITLE:
DATE:
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DAY: () NIGHT: ()
FAX: ()
EEDERALID NO OR SOCIAL SECURITY NO :