

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.

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|------------------------------------------------------|
| 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 – SHEET METAL WORK

(written in words) _____ (\$)

ITEM 12 – DIVISION 23 – DIFFUSERS, REGISTERS AND GRILLES

(written in words) _____ (\$)

ITEM 13 – AS-BUILT DRAWINGS

(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 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 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.

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 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.: _____