

November 13, 2024

**WHITE PLAINS CITY SCHOOL DISTRICT**  
**UPGRADES AT MAMARONECK AVE. ELEMENTARY SCHOOL:**  
SED Control Number: 66-22-00-01-0-010-18

**CONTRACT G- GENERAL CONSTRUCTION**  
**CONTRACT P- PLUMBING CONSTRUCTION**  
**CONTRACT E - ELECTRICAL CONSTRUCTION**  
**CONTRACT R- ROOF CONSTRUCTION**

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 TO Project:**

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1. Contract E bidders are required to use Alarm Specialists Inc., (attn Gary Davis 914 946-1998) for Fire Alarm

**CLARIFICATION TO SPECIFICATIONS:**

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1. Clarification to Allowances for Contract R:  
Allowance R-1: replacement of 2000 sf of wet insulation (bidder provide cost)  
Allowance R-2: abatement of 2000 sf of insulation- \$30,000.00  
Allowance R-3: abatement of flashings- \$10,000.00
2. Revised PB- R attached
3. Allowances are per the Proposal form: unit prices are per section 012200

**CLARIFICATION TO DRAWINGS:**

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**End of Addendum No. 03**

**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.**

**CONTRACT R - ROOF CONSTRUCTION****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 - DEMOLITION WORK**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 5 – DIVISION 2 – ASBESTOS ABATEMENT WORK**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 8 – DIVISION 6 – WOOD, PLASTICS AND COMPOSITES**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 9 – DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 10 – DIVISION 8 – OPENINGS**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 12 – DIVISION 22 – PLUMBING WORK**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 13 - DIVISION 23 - MECHANICAL WORK**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 14 - DIVISION 26 - ELECTRICAL WORK**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 15 - PROJECT CLOSEOUT**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 16 - ALLOWANCE R1 - ALLOWANCE FOR REPLACEMENT OF WET INSULATION**

For removal of 2,000 s.f. of wet insulation and replacement with (2) new layers of 1.5" polyisocyanurate including disposal of original material.

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

**ITEM 17 - ALLOWANCE R2 - ALLOWANCE FOR ABATEMENT OF WET INSULATION**

For abatement of 2000 sf of wet insulation.

(written in words) thirty thousand dollars and no cents \_\_\_\_\_ ( \$ 30,000.00 )**ITEM 18 - ALLOWANCE R3 - ALLOWANCE FOR ABATEMENT OF FLASHING**

For abatement of flashing associated with penetrations, pipes, supports, etc. which will need replacement in the process of re- covering the roof membrane.

(written in words) ten thousand dollars and no cents \_\_\_\_\_ ( \$ 10,000.00 )

**CONTRACT R - TOTAL BASE BID (ITEMS 1- 15 INCLUSIVE, PLUS ITEMS 16, 17 & 18 ALLOWANCES R1, R2, & R3 )**

(written in words) \_\_\_\_\_ ( \$ \_\_\_\_\_ )

Note: The White Plains 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 IS REQUIRED TO VISIT THE SITE FOR A FIELD SURVEY TO VERIFY THE SCOPE OF WORK PRIOR TO BID SUBMISSION.

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.

**ALTERNATE WORK**

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.

Refer to Section 012300. 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 bidder 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, the alternate bid prices indicated shall be held and honored for a period of one year from the date of contract signing.

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**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**

WHILE THE SCHOOL IS OCCUPIED, ALL WORK UNDER THIS CONTRACT SHALL BE PERFORMED DURING AFTER-SCHOOL HOURS (3:00 PM - 11:00 PM). WHILE THE SCHOOL IS UNOCCUPIED DURING HOLIDAYS & WEEKENDS, ALL WORK UNDER THIS CONTRACT MAY BE PERFORMED DURING NORMAL BUSINESS HOURS (7:00AM - 3:00PM), PENDING ACCEPTANCE BY OWNER. BASED UPON THESE HOURS, THE PROJECT SHALL BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING DATES:

**WORK DAYS:****Monday - Friday****WORK HOURS:****7:00 AM - 3:00 PM****CONSTRUCTION START DATE:**

June 30, 2025

**SUBSTANTIAL COMPLETION:**

August 22, 2025

**FINAL COMPLETION:**

September 21, 2025

**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 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 SCHOOL DISTRICT RESERVES THE RIGHT TO AWARD THIS CONTRACT TO OTHER THAN THE LOW BIDDER IF THE LAW SO PERMITS.**

ADDENDUM NO.DATED

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**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.**

**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:

**DAYTIME:** \_\_\_\_\_ **NIGHTTIME:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**FEDERAL I.D. NO.:** \_\_\_\_\_