

February 21, 2022

UV REPLACEMENT AT HAVERSTRAW ELEMENTARY SCHOOL

MSA File No. 41048

North Rockland High School

SED No. 50-02-01-06-0-009-018

NOTICE TO BIDDERS

Re: ADDENDUM NO. 8

THE FOLLOWING REVISIONS TO THE PROJECT MANUAL AND OR THE DRAWINGS REFERENCED HEREIN SHALL BECOME A PART OF THE CONTRACT DOCUMENTS AND SHALL SUPERSEDE ANY PRIOR OR CONFLICTING INFORMATION.

- 1) SEALED BIDS will be received until 2:00 P.M. in the office of facilities, on the 24th of February 2022, at the North Rockland Central School District, 65 Chapel Street, Garnerville, NY 10923, at which time and place they will be publicly opened and read. Faxed bids will NOT be accepted. Bids must be in sealed envelope(s) approximately labeled with the following label:
“UV Replacement at Haverstraw Elementary School – General Construction”
“UV Replacement at Haverstraw Elementary School – Mechanical Construction”
“UV Replacement at Haverstraw Elementary School – Electrical Construction”
- 2) Allowance No. 1, 2 and 6 have been revised. Allowance 1 is at each RTU. Allowance No. 2 is for piping at existing UV locations. Allowance No. 6 is for piping at new UV, fan coil and RTU locations. See attached revised specification sections 003000M Bid Form and 012300 Alternates dated 02-21-22. Remove originals and replace with attached.
- 3) Alternate No. 5. In addendum No. 7 item 4, it states that the alternate was revised in the 003000G Bid Form (General Construction). Alternate No. 5 is part of the Mechanical Contract not the General Construction Contract. Please refer to the attached revised Mechanical Bid Form 003000M. Alternate No. 5 appears in Bid Form 003000G as “not used”
- 4) Please confirm allowances of all types are to be included in the base bid, i.e., unit cost, lump sum, quantities and testing and inspection.
Answer: All Allowances are to be included in the contractor's base bid. Refer to Specification Section 0121100 Allowances and item 3.8 in AIA A201 for further clarification. See attached revised specification section 003000M Bid Form dated 02-21-22. Item C Allowances have been revised to state “The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents”. Remove previous and replace with attached.
- 5) There are new bid forms for GC and Mechanical. Will a new bid form be issued for Electrical?
Answer: The Electrical Contractors are to use the last issued bid form from Addenda 5 dated 01-28-22. The addition of a new panel in the east wing of the building, serving equipment on the east side of the building, and the use of mc cable placed in the line set chase instead of conduit are all included in the base bid now.

END OF ADDENDUM NO. 8

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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Unit-cost allowances.
 - 2. Quantity allowances.
 - 3. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight [,] and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.9 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.10 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.11 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Unit-Cost Allowance: Clean Existing Main Ductwork. Provide allowance to clean existing main ductwork for 20 linear feet per RTU.
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
- B. Allowance No. 2: Quantity Allowance: Replace Existing Supply and Return Steam Piping and Insulation. Provide Allowance to replace existing supply and return steam piping and insulation for 20 linear feet per unit at existing UV locations. Adjustment to increase/decrease the LF will be in Unit Price No. 5. (line item to be total cost for all existing UV units locations)
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
- B. Allowance No. 3: Commissioning Allowance: Provide a proposal from a third-party HVAC Commissioning Agent Contractor is to include this amount in their base bid. Contractor will issue a credit change order to the Owner for the commissioning proposal amount. Owner will contract directly with the commissioning agent
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
- C. Allowance No. 4: Quantity Allowance: Provide for the relocation of 40 electrical devices that require relocation due to the increased size of the new unit ventilators.
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit
 2. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."
- D. Allowance No. 5: Contractor to include allowance for LF of line set enclosure noted on drawings. Adjustment to increase/decrease the LF will be in Unit Price No. 1.
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
- E. Allowance No. 6: Quantity Allowance: Contractor shall include in their bid an allowance 10 LF of piping/insulation for each new UV and new fan coil at new, and 20 LF at each RTU. See drawings 3/M-501 and 4/M-501. Adjustment to increase/decrease the LF will be in Price No. 5. (line item to be total cost for all new UV, fan coil and RTU units)
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
- B. Allowance No. 7: Contractor to include allowance for LF of wire mold noted on drawings. Adjustment to increase/decrease the LF will be in Unit Price No. 4.
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
- C. Allowance No. 8: Electrical contractor shall include in base bid new power connection to ten newly installed UVs where no UV or power feed previously existed.
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.

END OF SECTION 012100

SECTION 012100 - ALLOWANCES

012100 - 4

Alternate No. 4
Not Used

(\$_____)

Alternate No. 5

Steam coils for units labeled HC-2A/2B and HC-3A/3B shall have
steam coils shipped loose and field installed in supply ductwork
(deduct amount to Base Bid.)

(\$_____)

C. ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.

Allowance No. 1: Unit-Cost Allowance: Clean Existing Main Ductwork. Provide
allowance to clean existing main ductwork for 20 linear feet per
RTU.

(\$_____)

Allowance No. 2: Quantity Allowance: Replace Existing Supply and Return
Steam Piping and Insulation. Provide Allowance to replace
existing supply and return steam piping and insulation for 20
linear feet per unit at existing UV locations. Adjustment to
increase/decrease the LF will be in Unit Price No. 5.
(line item to be total cost for all existing UV units locations)

(\$_____)

Allowance No. 3: Commissioning Allowance: Provide a proposal from a
third-party HVAC Commissioning Agent Contractor is to
include this amount in their base bid. Contractor will issue a
credit change order to the Owner for the commissioning proposal
amount. Owner will contract directly with the commissioning agent.

(\$_____)

Allowance No. 4: Not used

(\$_____)

Allowance No. 5: Not used

(\$_____)

Allowance No. 6: Quantity Allowance: Contractor shall include in their bid an
allowance 10 LF of piping/insulation for each new UV and new
fan coil at new, and 20 LF at each RTU. See drawings 3/M-501 and
4/M-501. Adjustment to increase/decrease the LF will be in Price
No. 5. (line item to be total cost for all new UV, fan coil and
RTU units)

(\$_____)

Allowance No. 7: Not used

(\$_____)

1.02 TIME OF COMPLETION

A. It is agreed by the undersigned that after receipt of Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, he will start work on June 27, 2022. Substantial completion will be August 19, 2022. The punch list work will be completed by September 16, 2022 and performed after school hours.

1.03 BID SECURITY

A. Attached hereto is Bid Security in the amount of five percent (5%) of the Base Bid.

PART 1 - GENERAL

1.01 GENERAL

- A. Pursuant to, and in compliance with, your Advertisement for Bids and the Information to Bidders relative thereto and all of the Contract Documents, including any Addenda issued by the Architect and mailed to the undersigned prior to the opening Bids, whether received by the undersigned or not, we

(CONTRACTOR NAME)

hereby proposes to furnish all plant, labor, supplies, materials, and equipment for UV Replacement at Haverstraw Elementary School – Mechanical, as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled "UV Replacement at Haverstraw Elementary School – Mechanical at Haverstraw Elementary School, 16 Grant Street, Haverstraw, NY 10927 for the North Rockland Central School District, 65 Chapel Street, Garnerville, NY 10923", all to the satisfaction and approval of the Architect and the Owner in accordance with the terms and conditions of the Contract Documents for the following prices:

1. _____ Dollars

(Write out in words)

(_____) Base Bid for all work.

_____ Consecutive Calendar Days for substantial completion _____ with base bid.

The undersigned further proposes and agrees hereby to commence work with an adequate force and equipment immediately after being notified in writing to do so, and to achieve substantial completion for all work as required by the plans and specifications within the number of consecutive calendar days as itemized above.

- A. UV Replacement at Haverstraw Elementary School

Total Project Mechanical Construction (\$ _____)

B. ALTERNATES

The undersigned further proposes and agrees that, should any of the following alternates be accepted and included in the Contract, the amount of the Base Bid, is hereto stated, shall be increased, or decreased by the amounts indicated below.

Alternate No. 1

Work phasing. Phase A to be in summer of 2022 and phase B to be in summer of 2023. See architectural and mechanical floor plans for phase A and phase B locations. (Indicate add or deduct amount to Base Bid.)

(\$ _____)

Alternate No. 2

Work phasing. Phase A to be in summer of 2022 and phase B to be during fall of 2022 2nd shift. See architectural and mechanical floor plans for phase A and phase B locations.

(Indicate add or deduct amount to Base Bid.)

(\$ _____)

Alternate No. 3

Not Used

(\$ _____)

1.04 UNIT PRICES

- A. Unit Price No. 1: Not used (\$ _____)
- B. Unit Price No. 2: Not used (\$ _____)
- C. Unit Price No. 3: Not used (\$ _____)
- D. Unit Price No. 4: Not used (\$ _____)
- E. Unit Price No. 5: Provide unit price to increase or reduce by 10' - 0" of piping/insulation.
(\$ _____)

1.06 NON-COLLUSIVE BIDDING CERTIFICATION

- A. 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:

1. 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.
2. 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
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

Resolved that _____

(Name of Individual)

be authorized to sign and submit the bid or proposal of this corporation for the following project

_____ and to include in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three (d) (103d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalty of perjury.

The foregoing is a true and correct cop of the resolution by

Corporation at a meeting of its Board of Directors held on the
_____ day of _____, 20____.

(SEAL OF THE CORPORATION)

Secretary

1.07 ACCEPTANCE

- A. When this Proposal is accepted, the undersigned agrees to enter into Contract with the Owner as provided in the Form of Agreement.

1.08 AFFIRMS

- A. The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for a period of forty-five (45) days after opening of Bids.

1.09 TYPE OF BUSINESS

- A. The undersigned hereby represents that it is a _____
(Corporation, Partnership, or an Individual). If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under laws of New York State and it is authorized to do business in this State.

1.10 PLACE OF BUSINESS

- A. The following is the name and address of the person to whom all notices required in the connection with this Proposal may be telephoned, mailed or delivered.

(Name)

(Address)

(Telephone)

1.11 EXECUTION OF CONTRACT

- A. When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within forty-five (45) days after the opening of Bids, or anytime thereafter should the Proposal not be withdrawn, the undersigned, within ten (10) days, will execute the Form of Agreement with the Owner.

1.12 ADDENDA

- A. Any Addenda issued by the Architect and mailed or delivered to the undersigned prior to the Bid opening date shall become part of the Contract Documents. The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____
Addendum # _____	Dated _____

1.13 ASBESTOS

- A. The Contractor certifies that no asbestos or asbestos-containing material will be incorporated into the Work of this Contract.

(Sign Bid Here)

Dated _____, 20____

Legal Name of Person, Partnership

or Corporation

By _____

Title _____

Address _____
