

**UNATEGO CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION ADDENDUM  
MONDAY, APRIL 17, 2023  
EXEMPT SESSION  
TO DISCUSS CSE RECOMMENDATIONS  
6:30 P.M.  
BOARD OF EDUCATION MEETING  
CALLED TO ORDER  
7:00 P.M.  
UNATEGO MS/SR HIGH SCHOOL  
ROOM #93**

**3. ADMINISTRATIVE ACTION**

**4.28      Award Capital Project bids (4.17.23 G13)**

**4.28**

**4.17.23 G13**

**RESOLVED: Upon the recommendation of the Superintendent of Schools that this Board does hereby approve the recommendation to award bids as presented.**



20850 State Highway 28  
Delhi, New York 13753

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# Unatego CSD Capital Project – Phase 1

## *Recommendation to Award Prime Contracts*

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**SED APN#:** 47-16-01-04-0-015-20  
47-16-01-04-0-009-013  
47-16-01-04-0-006-006

**Report Date:** April 13, 2023

**Alterations To:** Middle School / High School  
Elementary School  
Bus Garage

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### **BID REPORT**

#### **I. GENERAL**

On March 28, 2023, bids were received for the above referenced project. A copy of the bid tabulation and evaluation is attached.

#### **II. STATE EDUCATION DEPARTMENT**

Approval for this project had been received from the State Education Department (SED) prior to awarding bids.

#### **III. FUNDING**

The bids received for this project are within the overall funds authorized.

#### **IV. SCOPE OF THE WORK**

The scope of the work for this project consists of the following:

The Work includes renovation(s) onto existing structures, general architectural enhancements, abatement of hazardous materials in the building, HVAC/mechanical and electrical upgrades, and areas of new work through General, Plumbing, Mechanical, and Electrical Construction.



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V. **BASE BIDS AND ALTERNATES**

Base Bids were requested for General Construction, Mechanical Construction, Plumbing Construction, and Electrical Construction.

VI. **DISCUSSION**

The low bidders have been contacted and acknowledged their bids, includes the allowance(s), recognition of addenda(s) and will be completed as scheduled and outlined in the project documents.

These contractors have successfully completed other public projects with similar Scopes of Work and will be providing Payment & Performance Bonds: therefore, we have no hesitation in recommending them for this project.

VII. **RECOMMENDATION**

We recommend award of contract to the following bidders:

**GENERAL CONSTRUCTION**

Andrew R. Mancini Associates, Inc.  
129 Odell Avenue  
Endicott, NY 13760  
(607) 754 - 7070

Base Bid:	\$4,777,000.00
Less Salvage Revenue:	(\$10,000.00)
<b>Total Contract Amount:</b>	<b>\$4,767,000.00</b>

**MECHANICAL CONSTRUCTION**

Piccirilli Mechanical Inc.  
75 Travis Avenue  
Binghamton, NY 13904  
(607) 965 - 3700

Base Bid:	\$1,687,000.00
<b>Total Contract Amount:</b>	<b>\$1,687,000.00</b>



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**PLUMBING CONSTRUCTION**

Piccirilli Mechanical Inc.  
75 Travis Avenue  
Binghamton, NY 13904  
(607) 965 - 3700

Base Bid: \$1,117,000.00

**Total Contract Amount: \$1,117,000.00**

**ELECTRICAL CONSTRUCTION**

Blanding Electric Inc.  
429 Commerce Rd.  
Vestal, NY 13850  
(607) 729 - 3545

Base Bid: \$2,266,690.00

**Total Contract Amount: \$2,266,690.00**

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**TOTAL OF  
BID CONTRACTS: \$9,837,690.00**

In addition, we recommend award to the following State / Co-Op Contracts:

**ROOFING CONSTRUCTION**

A.W. Farrell & Son Inc.  
94 Industrial Blvd.  
Plattsburgh, NY 12901  
(518) 380 - 4598

**Total Contract Amount: \$274,207.00**



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**DDC CONTROLS**

Day Automation Systems Inc.  
7931 Rae Boulevard  
Victor, NY 14564  
(585) 924 - 4630

**Total Contract Amount:      \$354,702.34**

**SECURITY CONSTRUCTION**

Day Automation Systems Inc.  
7931 Rae Boulevard  
Victor, NY 14564  
(585) 924 - 4630

**Total Contract Amount:      \$301,054.93**

**BUS LIFT**

Filtrec Corporation  
5440 Lockwood Road  
Auburn, NY 13021  
(315) 253 - 9266

**Total Contract Amount:      \$311,538.15**

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**TOTAL OF STATE /  
COOP CONTRACTS:      \$1,241,502.42**

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**TOTAL OF  
ALL CONTRACTS:      \$11,079,192.42**

**Attachments:**

*Capital Project Budget Evaluation  
Post-Bid Interview Confirmations  
State Contract / Co-Op Proposals*



### Unatego Central School

April 13, 2023

General Contractor (GC)	Base Bid	Salvage	Revised Price				Total
Murrain	\$4,965,000.00	\$0.00	\$4,965,000.00				\$4,965,000.00
J. Filine	\$3,370,000.00	\$0.00	\$3,370,000.00				\$3,370,000.00
Mendel	\$4,777,000.00	(\$10,000.00)	\$4,767,000.00				\$4,767,000.00
<b>Mechanical Contractor (MC)</b>	<b>Base Bid</b>	<b>Salvage</b>	<b>Revised Price</b>				<b>Total</b>
Piedrafil	\$1,487,000.00	\$0.00	\$1,487,000.00				\$1,487,000.00
Baugh & Co	\$1,875,000.00	\$0.00	\$1,875,000.00				\$1,875,000.00
<b>Electrical Contractor (EC)</b>	<b>Base Bid</b>	<b>Salvage</b>	<b>Revised Price</b>				<b>Total</b>
Blending	\$2,344,400.00	\$0.00	\$2,344,400.00				\$2,344,400.00
Upstate	\$4,817,000.00	\$0.00	\$4,817,000.00				\$4,817,000.00
Mattos	\$3,000,000.00	\$0.00	\$3,000,000.00				\$3,000,000.00
<b>Plumbing Contractor (PC)</b>	<b>Base Bid</b>	<b>Salvage</b>	<b>Revised Price</b>				<b>Total</b>
Piedrafil	\$1,117,000.00	\$0.00	\$1,117,000.00				\$1,117,000.00
Stevh & Co	\$1,518,000.00	\$0.00	\$1,518,000.00				\$1,518,000.00

Prime Contracts	Low Base Bid & Co-Op Proposals
Roofing AW Farrell (Co-Op)	\$274,207.00
Day Automation HVAC Controls (State Contract)	\$354,702.34
Day Automation - Cameras, Clocks and Doors (State Contract)	\$301,054.93
Bus Lift - Filinec (State Contract)	\$311,538.15
GC Low (Public Bid)	\$4,767,000.00
MC Low (Public Bid)	\$1,687,000.00
EC Low (Public Bid)	\$3,244,400.00
PC Low (Public Bid)	\$1,117,000.00
<b>TOTALS</b>	<b>\$11,079,192.42</b>

Capital Budget Award Evaluation	
Capital Project Rebrendum Amount	\$27,695,000.00
Incidental Budget (Soft Cost)	\$4,800,000.00
Construction Contingency (Phase I)	\$500,000.00
Low Base Bids and Co-Op Proposals	\$11,079,192.42
<b>Balance/Available Phase II Funds</b>	<b>\$11,315,807.58</b>



April 5, 2023

Unatego Central School District  
Capital Improvement Project – Phase I  
General Construction Contract – Post Bid Interview  
Buildings – Middle/High School, Unatego Elementary School, Bus Garage

1.  Yes or No

Do you feel comfortable with your bid? No errors or omissions were made in preparing your bid?

2.  Yes or No

Is the scope of work for your contract clear?

3.  Yes or No

Is the field directive allowance amount (\$225,000) as indicated in the project specifications included in the base bid amount?

- Base Bid [Including \$225,000 Allowance | Not Including \$10,000 Salvage Revenue] = \$4,777,000
- Less Salvage Revenue = \$10,000

4.  Yes or No

Are the overall project schedule and substantial completion dates understood?

5.  Yes or No

You understand that if necessary to meet the project schedule, additional second shift work will be required?

- Rico Notified that 2<sup>nd</sup> Shift Labor is Not Readily Available

6.  Yes or No

Is sales tax excluded from the project bid?

7.  Yes or No

Did you visit the project site?

- Rico Attended the Pre-Bid Meeting and Site Walk-Through

8.  Yes or No

Is a Performance / Payment Bond as outlined in the contract documents provided within the bid amount?

9. What products have a long lead time?

- Lockers
- Doors / Frames / Hardware
- Steel Members

10.  Yes or No

Are there any anticipated equivalent products that will be submitted in addition to those manufacturers listed in the specifications?

- Possibly Related to Pre-Cast | May Propose Cast-In-Place with Thin Brick
- No Pre-Cast Supplier were Willing to Bid the Project
- Included Some Design Fees for Delegated Design



11.  Yes or No

Are the amounts indicated in the certificate of insurance provided as indicated in the documents?

12.  Yes or No

Are prevailing wage rates for employees provided as indicated in the documents?

13.  Yes or No

You understand that all payment applications are to be submitted on proper AIA documentation?

14.  Yes or No

Is a full-time on-site superintendent/supervisor provided? Who will be the superintendent?

- Superintendent / Supervisor - TBD

15. Yes or  No

Is there any concern in getting the proper manpower to complete the work?

16. Who will be the project manager on the project?

- Rico Dicamillo or Adriano Giamarino to Serve as the Project Manager

17.  Yes or No

Are cutting and patching requirements as outlined in the specifications understood?

18.  Yes or No

Are the safety standards as outlined in the specifications understood?

19.  Yes or No

You will abide to all COVID-19 requirements, provide a site-specific safety policy, and adhere to all Unatego CSD safety policies, including but not limited to wearing visible contractor supplied ID badges, and OSHA 10 Cards. It is also understood that there is no smoking anywhere on school property.

- Company ID Badges are Acceptable
- OSHA Cards to be Provided with List of On-Site Workers

20.  Yes or No

Are temporary utilities for the respective prime contractors as outlined in the Specifications understood and complied with?

21.  Yes or No

Are the project execution and close-out requirements as identified in the Specifications understood and complied with?

22.  Yes or No

Is all scope indicated on the Architectural drawings included in your base bid?

23.  Yes or No

Are all Bid Addenda understood and acknowledged?

By: 

Date: 4/5/23

Company Name: Andrew R Mancini Assoc Inc







April 5, 2023

Unatego Central School District  
Capital Improvement Project – Phase I  
Mechanical/HVAC and Plumbing Contract – Post Bid Interview  
Buildings – Middle/High School, Unatego Elementary School, Bus Garage

1.  Yes or No

Do you feel comfortable with your bid? No errors or omissions were made in preparing your bid?

2.  Yes or No

Is the scope of work for your contract clear?

3.  Yes or No

Is the field directive allowance amount (See Below) as indicated in the project specifications included in the base bid amount?

- Mechanical Base Bid Amount (Including Allowance) = \$1,687,000
- Mechanical Allowance Amount (Included within Base Bid) = \$175,000
- Plumbing Base Bid Amount (Including Allowance) = \$1,117,000
- Plumbing Allowance Amount (Included within Base Bid) = \$75,000

4.  Yes or No

Are the overall project schedule and substantial completion dates understood?

- Air Handling Units (AHUs) and Water Heater Equipment planned for 2024

5.  Yes or No

You understand that if necessary to meet the project schedule, additional second shift work will be required?

- Planned on 1<sup>st</sup> shift work periods, but acknowledges that there may be needs to stagger the shift for potentially disruptive activities.

6.  Yes or No

Is sales tax excluded from the project bid?

7.  Yes or No

Did you visit the project site?

- Attended the Pre-Bid Meeting and Site Walk-Through

8.  Yes or No

Is a Performance / Payment Bond as outlined in the contract documents provided within the bid amount?

9. What products have a long lead time?

- AHUs, RTU, ERVs, and Condensers #1 & #2 are Approximately 18 Weeks Out Upon Receiving an Approved Submitted



10.  Yes or  No

Are there any anticipated equivalent products that will be submitted in addition to those manufacturers listed in the specifications?

11.  Yes or No

Are the amounts indicated in the certificate of insurance provided as indicated in the documents?

12.  Yes or No

Are prevailing wage rates for employees provided as indicated in the documents?

13.  Yes or No

You understand that all payment applications are to be submitted on proper AIA documentation?

14.  Yes or No

Is a full-time on-site superintendent/supervisor provided? Who will be the superintendent?

- Roberto P. is Anticipated to be the On-Site Supervisor – Mechanical and Plumbing Contracts

15.  Yes or  No

Is there any concern in getting the proper manpower to complete the work?

- **Luciano Feels Comfortable with the Manpower that is Needed to Adequately Support the Product**

16. Who will be the project manager on the project?

- **Luciano P. or Michael P. – TBD**

17.  Yes or No

Are cutting and patching requirements as outlined in the specifications understood?

- **Cutting & Patching Indicated in Plans by the General Contractor**

18.  Yes or No

Are the safety standards as outlined in the specifications understood?

19.  Yes or No

You will abide to all COVID-19 requirements, provide a site-specific safety policy, and adhere to all Unatego CSD safety policies, including but not limited to wearing visible contractor supplied ID badges, and OSHA 10 Cards. It is also understood that there is no smoking anywhere on school property.

- **Company ID Badge is Acceptable**
- **OSHA Cards to be Provided with List of On-Site Workers**

20.  Yes or No

Are temporary utilities for the respective prime contractors as outlined in the Specifications understood and complied with?

- **Existing Heating Unit to be Utilized to Support Temporary Heating Needs in Renovated Spaces**

21.  Yes or No

Are the project execution and close-out requirements as identified in the Specifications understood and complied with?

22.  Yes or No

Is all scope indicated on the Mechanical and Plumbing drawings included in your base bid?



23.  Yes or No

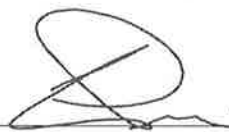
Are all Bid Addenda understood and acknowledged?

26. General Notes:

- ES – M503 – Refers to other drawings that are not included in the documents. Luciano wanted to point this out to the Team.
- HVAC Controls – To be Coordinated with Day Automation (State Contract)
- MS/HS – M701 and M401 – Scope identified by Owner pertains to EPC scope that is being performed by Trane. Plumbing Contractor is responsible for gas line within Boiler Room.
- Roofing Scope by Roofing Prime Contractor
- Supplemental Supporting Steel is by the General Contractor
- Condenser #1 & #2 – Sits on a rooftop type curb assembly (roof rails). Delta is open to proposed curb solutions by MC.
- P501/Detail 7 – Luciano confirmed that there are only 2 water softeners in the project scope.
- Email Confirmations Between Rick Allabaugh (Delta) and Luciano Piccirilli (PMI) on April 11, 2023. – See Below Notes:

- 1) Trane will be providing the alarm wiring shown in plan between the vaporizer and the terminal point inside the building. We would like your contract to provide the conduit and coordinate with Trane. **[Luciano Piccirilli]** we agreed that the conduit is shown to be provided by the General Contractor.
- 2) The basis of design for the vaporizer units are:
  - a. High School: Algas-SDI, DF Series direct fired vaporizer. **[Luciano Piccirilli]** as discussed can confirm if the note 1 on VP-1 would also be needed for VP-2.
  - b. Elementary School: Algas-SDI, POWER XP electric LPG vaporizer **[Luciano Piccirilli]** The schedule on P-601 for the vaporizers at the Elementary school don't seem to be sinking up with this description.
- 3) We would like Piccirilli to include the cost for relocating the air compressor at the high school. This will not be by the Control Contractor as noted in the Bid Documents. **[Luciano Piccirilli]** agree.

Minutes Acknowledged by :



Date: 4/12/2023

Company Name: Piccirilli Mechanical Inc.





April 5, 2023

Unatego Central School District  
Capital Improvement Project – Phase I  
Electrical Contract – Post Bid Interview  
Buildings – Middle/High School, Unatego Elementary School, Bus Garage

1.  Yes or No

Do you feel comfortable with your bid? No errors or omissions were made in preparing your bid?

2.  Yes or No

Is the scope of work for your contract clear?

3.  Yes or No

Is the field directive allowance amount (\$150,000) as indicated in the project specifications included in the base bid amount?

- Base Bid [Including \$150,000 Allowance] = \$2,266,690.00

4.  Yes or No

Are the overall project schedule and substantial completion dates understood?

5.  Yes or No

You understand that if necessary to meet the project schedule, additional second shift work will be required?

*MOST WORK WILL BE BETWEEN 7:AM - 3:30PM M-F*

6.  Yes or No

Is sales tax excluded from the project bid?

7.  Yes or No

Did you visit the project site?

- Attended the Pre-Bid Meeting and Site Walk-Through

8.  Yes or No

Is a Performance / Payment Bond as outlined in the contract documents provided within the bid amount?

9. What products have a long lead time?

- Fire Alarm Control Panels
- Back-Up Generator
- Electrical Panels in Auditorium and Bus Garage

10.  Yes or No

Are there any anticipated equivalent products that will be submitted in addition to those manufacturers listed in the specifications?

- Lighting – Point Source or Cooper Fixtures

11.  Yes or No

Are the amounts indicated in the certificate of insurance provided as indicated in the documents?



12.  Yes or No

Are prevailing wage rates for employees provided as indicated in the documents?

13.  Yes or No

You understand that all payment applications are to be submitted on proper AIA documentation?

14.  Yes or No

Is a full-time on-site superintendent/supervisor provided? Who will be the superintendent?

- Marc Leach

15. Yes or  No

Is there any concern in getting the proper manpower to complete the work?

16. Who will be the project manager on the project?

- Bill Bartnik

17.  Yes or No

Are cutting and patching requirements as outlined in the specifications understood?

- Identified by General Contractor on Plans and Specifications

18.  Yes or No

Are the safety standards as outlined in the specifications understood?

19.  Yes or No

You will abide to all COVID-19 requirements, provide a site-specific safety policy, and adhere to all Unatego CSD safety policies, including but not limited to wearing visible contractor supplied ID badges, and OSHA 10 Cards. It is also understood that there is no smoking anywhere on school property.

- Company ID Badge is Acceptable
- OSHA Cards to be Provided with List of On-Site Workers

20.  Yes or No

Are the uniform safety standards for school construction as outlined in the specifications understood and complied with?

21.  Yes or No

Are temporary utilities for the respective prime contractors as outlined in the Specifications understood and complied with?

- Temporary Lighting Included as Needed

22.  Yes or No

Are the project execution and close-out requirements as identified in the Specifications understood and complied with?

23.  Yes or No

Is all scope indicated on the Electrical drawings included in your base bid?

24.  Yes or No

Are all Bid Addenda understood and acknowledged?




25.  Yes or No

Are all Insurance Requirements understood?

26. General Notes:

- Generator – Currently Planning on a Cat Generator
- Sound System – Presentations Concept Co. (PCC)
- Theatrical – Syracuse Scenery
- Fire Alarm – Currently Planning on a Potter System with Hubner (Oneonta, NY)
  - No Tee Tapping is a Requirement

By:

  
\_\_\_\_\_  
WILLIAM BARTNIK

Date:

4/5/2023

Company Name:

BLANDING ELECTRIC INC.





April 13, 2023

To: Eric Robert  
 From: Sean Monahan

THIS PROPOSAL IS VALID for **30 days** only and shall be invalid BEYOND that period.

PROJECT NAME: Unatego CSD – GYM Roof  
 PROJECT ADDRESS: 2641 NY-7,  
 Otego, NY 13825

ADDENDAS Covered: N/A

A.W. Farrell & Son Roofing proposes to provide labor and material to perform the following scope of work. All work is scheduled to be done during normal business hours. Weekend or after-hours work would require negotiating the added cost. The work proposed is described generally as follows:

Scope of Work:

*Setup all AW Farrell & Son roofing safety required to perform scope of work per OSHA standards.*

- a. *Provide a JSSP (Job Specific Safety Plan) for project.*
- b. *Provide any requested documentation of safety records or certifications.*
- c. *Pre-Job meeting determine logistics and safety requirements.*

GYM Roof (5,600 sq') min avg R-value > 30

SBS ModBit Roofing

- *Remove and legally dispose existing epdm roof membrane, insulation and gyp board to existing metal roof deck.*
- *Provide and install wood blocking to match height of new roof assembly.*
- *Provide and install R-30, 1/8" Polyisocyanurate Tapered Insulation set in low-rise foam per 72 mph wind uplift calcs.*
- *Provide and install 1/4" saddle crickets set in low-rise foam per 72 mph wind uplift calcs.*
- *Provide and install 1/4" cover board set in low-rise foam per 72 mph wind uplift calcs.*
- *Provide and install 2-ply SBS Mod-Bit cold-applied roof system.*
- *Provide and install all associated flashings in accordance with manufacturer's specifications.*
- *Provide and install new standard color fascia in accordance with manufacturer's specifications.*
- *Provide 2-year Contractor Workmanship warranty.*
- *Provide 30-year Manufacturer Warranty.*
- *EPDM flashings indicated on dwgs A-110, A-121 (2021.10.25) are included in the price.*

**Your cost (tax exempt).....\$274,207.00**

This price will be honored for thirty (30) days from the bid date. Schedule commitments are subject to change depending on weather and the acceptance of other offers.

**We Exclude:**

- 1) Anything not listed in the above scope of work.
- 2) Winter work / Snow & Ice Removal
- 3) Interior work covered in the above sections (Exterior Work Only)
- 4) Lawn, Shrubbery, Pavement Repair
- 5) As Built Drawings
- 6) Phased construction - All work must be ready –all substrates properly cured per roof manufacturer’s written instructions, all walls must be up, all roof drains functional.
- 7) Changes in roofing schedule: project bid to start in good weather and roofing to complete in good weather week-days as defined by our Inclement Weather Policy (available upon request). There will be a lag in the start of sheet metal installation due to the need to measure after completion of the roof. All material submittals must be returned and acceptable a minimum of 10 days before the work period starts.
- 8) 2<sup>nd</sup> or 3<sup>rd</sup> shift, Weekend or Holiday work (overtime work as defined by Union Contracts)
- 9) Permits, MBE/WBE Participation
- 10) Cost for adjustments to scope if required by code and/or local building permit issuing authority.
- 11) Allowances
- 12) Insurance requirements beyond our Standard Coverage
- 13) Curbs, drains, vtr’s (flash only)
- 14) Hazardous material abatement
- 15) OCP / Builders Risk – Insurance
- 16) Cutting deck / Deck infill
- 17) Structural framing
- 18) MEP demo
- 19) Curb caps



## Attachment A

- 1. Acceptance of Contract:** Acceptance of this contract is limited to the price and terms and conditions stated in this Proposal and any plans, specifications, and exhibits referenced herein. Terms on Customer's invoice, bills of lading or forms that are additional to or inconsistent with the provisions in this Purchase Order are rejected and shall be deemed a material alteration. No changes or deviations will be effective unless this accepted in writing by an authorized agent of A W Farrell & Son Inc. (hereinafter referred to as A.W. Farrell & Son, Inc. or Contractor).
- 2. Workmanship:** Contractor will provide a subcontractors' warranty for workmanship on any Work completed, which fails to perform on this Project for a period of two (2) year from substantial completion. This warranty does not cover any work performed by or damaged caused by anyone other than employees of Contractor and does not cover "Acts of God" building deficiencies. This warranty does not cover general maintenance practices that are owner's responsibility outlined by the manufacturer's warranty. This warranty does not cover materials that were provided by or fabricated by Customer. This warranty does not cover damages that arise directly or indirectly from materials that were provided by or fabricated by Customer. This warranty shall be null and void until final payment is received by Contractor. This warranty is given as the exclusive warranty and remedy, and no other warranties, express or implied, including warranties or merchantability or fitness for a particular purpose are made. Contractor shall not be liable for any special incidental or consequential damages and Contractor hereby disclaims all liability for negligence and strict product liability whether or not under restatement of torts S404A and S402B, or under the common law. 6,560
- 3. Payment:** If called for by the payment terms provided by this Proposal, Contractor will submit regular invoices to Customer for partial progress payment on such terms as the parties have agreed. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner or General Contractor to the Contractor when the Contractor has fully performed the Work of this Agreement (full performance shall mean substantial completion of the work and submission of any required warranties; it shall not require completion of all agreed-upon punch list items). Contractor may terminate this Contract upon written notice to Customer of Customer's non-payment of any sums duly invoiced and not paid within 30 days. Additionally, Contractor may charge interest on any invoiced amounts not paid within 30 days at a rate of: (1) 1.5 % per month: or (2) if the laws of the jurisdiction in which the project is located mandate a lower rate, the highest rate allowable under the law.
- 4. Communication:** Customer shall promptly make available to Contractor any and all information that might reasonably affect the Work and that becomes available to the Customer subsequent to the execution of this Proposal.
- 5. Changes to the Work:** Any changes, alteration, or deviations from the Work described herein involving additional costs shall only be executed upon execution of a written change order signed by both parties, and such costs shall become an extra charge over and above this Proposal. Contractor shall not be obligated to perform additional work unless the terms of this subsection are complied with. However, if Customer request and authorizes additional work, and Contractor elects to perform additional work without a written change order, Contractor shall be entitled to payment for such additional work: (1) in the amount agreed upon by the parties; or (2) based on the reasonable value of the additional work, including margins for overhead and profit commensurate with those contemplated for the original Work by this Contract.
- 6. Timing/Scheduling:** Customer shall cooperate with Contractor in scheduling the Work and shall provide Contractor reasonable access to the Project throughout the work as reasonable required for its completion. An adjustment shall be made for delays caused by the Customer, including profit on the increased cost of performance, should the work be suspended, delayed, or interrupted through no fault of Contractor, including but not limited to, Customer's failure to provide agreed upon materials or materials that fail to meet specifications if required by the Proposal that results in "down-time." All adjustments that result due to Customer's delay shall be made at the rate contemplated by Contractor at the time of the submission of the Proposal. No adjustment shall be made to the extent that: (1) performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (2) an equitable adjustment is made or denied under another provision of this Contract.

7. **Liens:** All partial or final lien waivers shall be provided, in form satisfactory to Customer, only AFTER receipt by Contractor of payment for the materials and Work for which Customer seeks such waivers.
8. **Disclaimer of Liability:**
  - a) Farrell Roofing shall not be liable for any claims, causes of action, costs, damages (property, personal injury, consequential, etc.), or any expenses (including attorney fees) whatsoever attributable to leaks (interior or exterior) or other roof conditions that are not explicitly within Farrell's scope of work. Customer agrees to indemnify AWF and hold AWF harmless from any such claims, causes of action, costs, damages, or expenses (including attorney fees).
  - b) Unless explicitly agreed in writing, AWF is not liable for costs or damages arising from debris and/or leaks during execution of the Work; interior protection shall be Customer's responsibility.
  - c) Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor is not responsible for disturbance. Damage, clean up or loss to interior property. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless and indemnify from claims of tenants who were not so notified and did not provide protection.
  - d) Contractor is not responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as extra work subject to the change order provisions of Section 5.
  - e) Contractor is not responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal pursuant to the change order provisions of Section 5.
9. **Termination for Cause:** Contractor may terminate this Contract upon written notice to Customer of Customer's non-payment of any sums duly invoiced and not paid within 60 days after coming due under this Proposal or any subsequent contract excluded by the parties. Further, Contractor may terminate this Proposal Should Customer fail to observe any other term or condition stated herein and fail to correct such breach within five (5) days of being notified in writing of Contractor intention to terminate this agreement.
10. **Dispute Resolution:** In the event there is a dispute or claim made against Contractor by Customer relating to Work contemplated herein, Contractor may at its election demand the dispute be referred to mediation and, if unsettled by mediation, to binding arbitration using Construction Industry Arbitration Rules of the American Arbitration Association. Any such proceedings shall be conducted in the county wherein the Project, or any part of it is located.
11. **Costs:** Customer shall indemnify Contractor for the cost and expenses Contractor may incur in the collection of any unpaid balance of the agreed upon price of the Work agreed to in this Proposal that is not timely paid by the Customer under the terms specified herein or under any subsequent contract executed by the parties. Such costs and expenses shall include, but are not necessarily limited to Contractor reasonable attorney's fees incurred in such collection efforts, whether or not litigation must be filed in order to collect the aforesaid unpaid sums.
12. **Asbestos and Hazardous Material:** This Proposal and contract is based upon the condition that the work to be performed by Contractor will not involve asbestos containing or toxic material and that Contractor will not encounter or disturb such materials during the course of performing the roofing work. Contractor is not responsible for expenses claims or damages arising out of the presence, disturbance or removal of asbestos containing or toxic material. In the event that Contractor encounters such materials, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos containing or toxic materials at the work site.

13. **Entire Agreement:** This document, together with any specifications, drawings or other documents made part thereof shall constitute the entire agreement between the parties. The terms and conditions which govern the provisions of the goods or services described in the Agreement limited to the terms and conditions specified herein, and formation of any contract is expressly made conditional on customer's assent to these terms. The terms and conditions supersede all prior discussions, proposals, representation, and agreements. Contractor will not be bound by any additional, different or inconsistent terms in acknowledgement, novices or other documents from Customer.
14. **Price Volatility:** The construction industry is currently experiencing rapidly escalating prices and material availability problems beyond the Contractors control relating all roofing related productions, including but not limited to steel and other metal construction products and Asphalt, isocyanate and asphalt-related products. Because of the difficulty in obtaining firm prices from suppliers, Farrell Roofing cannot provide fixed firm prices for roofing-related products. If there is an increase in the price of roofing-related products charged to the Contractor subsequent to making this Proposal/Contract, the price set forth in this Proposal/Contract shall be increased to reflect the additional cost to the Contractor upon Contractor's submittal of submit written documentation of the increased charges.
15. **Authority and Reliance:** Contractor and Owner each warrant and represent that: (i) they have relied upon their own judgment regarding the consideration for and language of this Agreement; (ii) they have been given the opportunity to consult with legal counsel regarding the terms of this Contract; (iii) they understand this document and have obtained answers all questions that have been raised about the document; and (iv) no statements made by the other party have in any way coerced or unduly influenced either party to execute this Contract. Contractor and Customer acknowledge that this Contract is written in a manner that is understandable that they have read all of the paragraphs of this Contract. Each party further acknowledges that they are entering into this Contract freely, knowingly, voluntarily, and with a full understanding of its terms. Each party warrants and represents that the party is not relying on counsel for any other party for the performance of any task. provision of any service or rendering of any advice for any purpose whatsoever, but instead is relying solely and exclusively on the party's own counsel for all matters relating to the terms of this Contract.
16. **Force Majeure.** In no event shall AWF be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, epidemic disease outbreaks, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, loss or malfunctions of utilities, communications or computer (software and hardware) services, or interruptions to essential supply chains. Upon the occurrence of a "force majeure" event, AWF shall use reasonable efforts which are consistent with accepted practices in the roofing industry to resume performance as soon as practicable under the circumstances; however, if such efforts are impractical and remain so for a period of at least 30 days, AWF may without penalty terminate the agreement reflected by this Proposal and shall have no further obligation to Customer respecting completion of the Work.

Thank you for this opportunity and if you have any questions, please feel free to contact me.

Respectfully Submitted,

**A W Farrell & Son Inc.**

**Sean Monahan**  
**Branch Manager**  
**518-796-4486**  
**Sean.Monahan@awfarrell.com**

Accepted:

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Customer Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

# Day

## Automation

Security Solutions | Building Automation | Instructional Technology | Network Infrastructure | Energy Services

April 12, 2023

RE: Unatego CSD, Capital Improvements Project, Phase 1

Addenda #1 and #2 have been acknowledged.

We propose to provide a Schneider Electric Building Automation System (BAS) system as shown in the drawings and specifications for the Building Automation System Controls Work. This proposal is for the materials, labor for installation, project management, software, engineering, check-out, training and warranty. The system shall be provided in compliance with Day Automation System's NYS OGS Security and Solutions Contract PT68783. This proposal has been prepared prior to final project engineering and as such the selection of the equipment is preliminary and subject to change as a function of the project design. The project pricing is firm and fixed unless the engineering selection ultimately results in an overall lower cost for the project.

**Our scope will include DDC controls and field control wiring as specified for the following:**

### MIDDLE / HIGH SCHOOL

- 1) Air Handling Units (2)
- 2) Energy Recovery Air Handling Units (3)
- 3) Hot Water Coil Pumps (2)
- 4) Duct Heating Coils (7)
- 5) Rooftop Unit (1)
- 6) Ductless Split Systems (3)
- 7) Cabinet Unit Heaters (1)
- 8) Convactor (1)
- 9) Unit Heaters (1)

### ELEMENTARY SCHOOL

- 10) Unit Ventilators (3)
- 11) Exhaust Fan (6)
- 12) Ductless Split System (1)

**Middle/High Base Bid: \$ 243,780.02**

**Elementary School Base Bid: \$ 82,399.32**

**Field Directed Allowance \$25,000.00**

**Performance Bond: \$ 3,523.00**

**TOTAL: \$ 354,702.34**

**Alternate Add: Provide monitoring and alarming for (2) propane tank vaporizers for vaporizer status and alarm at the Middle/High School. Underground conduit to building from vaporizers to be provided by others.**

**Alternate Add: \$ 2,875.22**

**GRAND TOTAL: \$ 357,577.56**

# Day

Automation

**NOTES:**

Dampers and actuators for Exhaust Fans, Roof Hoods and Louvers are included in this scope.

Disconnect / reconnect of the control wiring connections to equipment being temporarily removed for the Roof replacement work at the Middle / High School is included in this scope.

This proposal includes the use of EMT conduit for control wiring where conduit is required.

**EXCLUSIONS:**

No work associated with the controls work in the Boiler Room in the Middle / High School is included in this scope. These controls were quoted to Trane as part of the Energy Performance Contract.

No work associated with the CO2 sensors in the Middle / High School is included in this scope. These controls were quoted to Trane as part of the Energy Performance Contract.

No work associated with lighting control (interior or exterior) is included in this scope.

Installation of valves, wells and dampers is not included in this scope.

No Power Wiring (except to DDC control panels as required) is included in this scope.

No premium time is included in this scope.

No Taxes or bonds are included in this scope.

Thank you for the opportunity to submit this proposal. If you have any questions, we are available to review it with you.

Very Truly Yours,

---

Stephen E. Maybeck  
(585) 202-4247

# Day

## Automation

Security Solutions | Building Automation | Instructional Technology | Network Infrastructure | Energy Services

March 10, 2023

David S. Richards, PhD  
Superintendent of Schools  
Unatego Central School District

**Re: Capital Improvement Project Phase 1**  
**Estimate: DAY-015889**

Dear Dr. Richards,

Day Automation is pleased to provide the following proposal for your review and approval.

**Project Summary:** Day Automation is proposing to provide equipment and technical services based on the plans and specifications from Delta Engineers, Architects, & Surveyors, project No. 2021.004.001, dated 2023.02.03 up to and including **Addendum 1 and Addendum 2**.

### Scope of Work

- **High School**
  - Reprogram (17) cameras that will be removed and reinstalled in construction
  - Provide access control on vestibule door **162.A1 & 162.A2**
  - **Installation of cameras and access control peripherals included**
  - **Electronic door hardware and power supplies not included**
- **Unadilla Elementary**
  - Provide (61) clock displays with speakers
  - Provide InformaCast software
  - **Installation of Clocks included**
  - **Demolition of existing Clock/PA Systems in areas where digital clocks are shown not included [Addendum 2]**
  - **Removal of existing cabling of existing Clock/PA back to source not included. [Addendum 2]**

### Clarifications and Exclusions:

- All required system programming, testing, and system commissioning performed by Day Automation.
- All cable furnished and installed by Day Automation.
- All network switch/ switches furnished and installed by customer
- Management of network switches by the customer
- All network connectivity and static IP addresses will be provided by the customer.
- All field terminations by Day Automation
- All head end terminations by customer
- All door hardware by others
- All door hardware power supplies by others
- All required 120vac for system power requirements will be furnished by others
- All work to be performed during regular business hours (7:00AM to 3:30PM, Monday – Friday, excluding holidays).
- Day Automation technicians assume either free access or escorted access to all required areas of the facility during the installation.
- Includes 1-year warranty. Warranty does not apply to existing equipment/cable.
- Prices quoted herein will be honored for a period of 30 days.
- The customer is responsible for any permits, fees as required.
- Not included
  - Performance and Payment Bond
  - **Demolition, painting, patching and sound caulking**
  - Electric door hardware and door hardware power supplies
  - Work required to connect to or within elevators
  - Hazardous material abatement
  - Sales or use tax
  - Premium time

# Day

Automation

**System Engineering to include the following:**

- Submittals to include site specific riser diagrams, termination details, floor plans showing device locations and spec sheets. Day Automation requires the customer to furnish facility drawings in order to provide system As-Built drawings.
- Warranty, Close-Out Documentation.
- O&M's

**Project management / Field Implementation:**

- Coordinate the implementation of the project with the customer.
- Coordinate the implementation of the project with site Construction Manager.
- Coordinate the implementation of the project with site Engineer.
- Coordinate the implementation of the project with Electrical Contractor.
- Programming.
- Field testing.
- (1) User Training Session

## **Capital Improvement Project Phase 1**

### **Jr. Sr. High School**

Access Control/Video

Parts/Material	\$ 12,636.75
Install Budgets	\$ 27,306.00
Totals	\$ 39,942.75

### **Elementary School**

IP Paging/Clock Speakers

Parts/Material	\$ 144,846.18
Install Budgets	\$ 91,266.00
Totals	\$ 236,112.18

**Field Directed Contingency** \$ 25,000.00

**Project Cost.....\$301,054.93**

*Please be advised that this proposal was prepared and is in strict accordance with the requirements of Day Automation Systems' NYS OGS contract PT-68783.*

*This proposal has been prepared prior to final project engineering and design. As such, the selection of the equipment is preliminary and may change based upon project design. Technical Services and installation may also change as a function of these modifications however the project pricing is firm and fixed unless these adjustments ultimately result in an overall lower cost for the project.*

*The project will be progress billed monthly.*

Please contact me if you have any questions or would like additional information.

Sincerely,

**Wayne Manderson**

Account Executive

**Day Automation**

m: 315-926-2855

e: [wayne.manderson@dayautomation.com](mailto:wayne.manderson@dayautomation.com)



# Vehicle Service Group, LLC. HGAC Equipment Quotation Contract # FL03-21



Quote #: 202343

Date: 1/17/2023

Requested By: Brian Trask

Quote Expires: 2/17/2023

Payment Terms: 1/2%-15th,NET 30

Warranty: 1yr. Parts & Labor

Prepared By: Christine Bilz

**\*If the completion of the installation is delayed more than one month due to governmental entity delays (i.e. electrical etc.), then Rotary can request partial payment for the portion of work completed (both equipment and installation).**

**Note:** Quote for equipment and installation.

Project Name: Unatego Central School

Model No.	Description	Unit Price Ea.	Qty.	Extended Price
MOD35-24	Modular Movable Jack Unit With 24' Long Track	\$ 73,831.35	1	\$ 73,831.35
MOD35S	Modular Stationary Jack Unit	\$ 44,497.06	1	\$ 44,497.06
MC235RC	For 2 Post Lift Configuration Separate Panel With	\$ 20,144.03	1	\$ 20,144.03
	VEC Equalized Control Panel Remote Mounted			
	Wireless Remote FLEX Controls			
AK-SBA70-2PK	Adapter Kit for most School Bus Apps	\$ 7,074.78	1	\$ 7,074.78
MC100045BK	Liquid Evacuation Kit	\$ 2,957.28	1	\$ 2,957.28
MC100039BK	Pedestal Kit	\$ 286.09	1	\$ 286.09
FD2361BK	Universal Adapter Stand	\$ 213.50	1	\$ 213.50
XXX39	Freight	\$ 14,900.41	1	\$ 14,900.41
XXX86	Commodity Surcharge	\$ 23,542.65	1	\$ 23,542.65
XXX01CTT	<b>Scope of work to replace the existing bus lift</b>	\$ 124,091.00	1	\$ 124,091.00
	<b>with the new Rotary MOD35 lift. The following scope of work will be provided on the HGAC contract FL03-21</b>			
	*Remove and dispose of the existing bus lift and its components			
	*Demolition and excavation will include, all required saw cutting, jack hammering and excavating the floor and pit walls to the required depth and size for the new lift			
	*Saw cut on left side of lift will meet existing saw cut in floor for DEC monitoring well			
	*Installation includes the setting of the lift housings, properly set to accommodate the required wheel base and elevations, wheelbase (108" min-294" max)			
	*Per Rotary's EFR drawing will install a single #5 rebar mat on 4" chairs 16" O/C and a minimum of 4000 psi concrete will be installed under and around the bases of the containment housings			

	*Peastone will be used to backfill around the lift housings to the specified height
	*Two 6" Zurn trench drains will be installed on each side of the lift and tied into the existing under floor drain piping. Each trench drain will be equipped with HD steel frame and H20 grate with a 12"x24" catch basin. The overall length is approx 28'8". In addition, bronze cleanouts will be installed as required.
	*The lift's fluid evacuation system will be piped into a plastic 55gal drum set on the floor for customer to have pumped out as needed
	*Per Rotary's EFR drawing 2" expansion board will be installed around the perimeter of the lift
	*Floor reinforcement will follow the manufacturers EFR drawings which include installing a single rebar mat using #5 rebar 16" O/C with rebar chairs
	*Pour and finish the removed floor area. Floor will consist of 4000# psi concrete to match existing slab thickness
	*After the concrete has reached the required psi strength (approximately 28 days). Filtrec will complete the assembly of all the lift components for the new lift including installation of the cylinders, power units chain drive assembly , control panel, shutter plates, saddles, adapters and wireless pendant
	*Filtrec to provide and install the required hydraulic oil for each power unit
	*Filtrec will program and test lifts and will also provide the required training on the proper use and maintenance of the lifts.
	*Prevailing wage labor rates
	<b>Note: The above intsalation does not include the following:</b>
	*Electrical power feed and compressed air feed to the lift console (electrical power feed to the lift will require a 40 amp breaker at 208v 3 phase)
	*Disposal of any contaminated soil, contaminated water, or soil testing
	*Pricing is based on normal excavating conditions, if any excessive rock, high water or buried utilities are encountered additional costs may be incurred. All underfloor utilities need to be located and marked prior to demo by owner
	*Owner to have the existing lift pit emptied of all fluids and sludge prior to commencement of work
	*Owner to have the bay emptied of all floor mounted items prior to demolition
	*Permits & testing
	*does not include any applicable sales tax

Total Price:        \$    311,538.15

**ADDITIONAL TERMS AND CONDITIONS:** By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the existing agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

**DISCLAIMER:** Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock,

in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

**DELAY:** Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or omission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

\*Cancelled orders are subject to 20% restocking fee

**HGAC Contract:** FL03-21  
**CAGE #:** 7K311  
**Tax ID #:** 90-0501347  
**DUNS #:** 00-638-2634

**Rotary Lift**  
**2700 Lanier Dr.**  
**Madison, IN 47250**  
**Chris Bilz, Government Sales Leader**  
**800.445.5438 x5655**  
**800.578.5438**