

**BID FORM
FOR
LOWER MANHATTAN DEVELOPMENT CORPORATION
CLEANING AND DECONSTRUCTION OF
130 LIBERTY STREET NEW YORK, NEW YORK
PROJECT #**

Bid of _____ (hereinafter "BIDDER") a corporation organized under the laws of the State _____.

Submitted to Lower Manhattan Development Corporation (hereinafter "LMDC").

- I. The undersigned BIDDER proposes and agrees, if this Bid is accepted to enter into an agreement with LMDC in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- II. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents as required by the Invitation to Bid.

(A) BIDDER has examined and carefully studied the Invitation to Bid and Contract Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

(B) BIDDER has attended the mandatory site visit and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

(C) BIDDER is familiar with and is satisfied as to all Legal Requirements that may affect cost, progress, performance and furnishing of the Work.

(D) BIDDER has carefully studied all available reports of environmental conditions, explorations and/ or tests of the Building (interior and exterior) as well as the subsurface conditions at or contiguous to the site(s) and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that LMDC and Engineer do not assume responsibility for the accuracy or

Submitted by _____ Bidder _____

completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site(s). BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site(s) or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional environmental examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (E) BIDDER is aware of the general nature of the Work to be performed by the Owner, and other contractors at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (F) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (G) BIDDER has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (H) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (I) Words and phrases as defined in the Contract Documents have the same meaning in this Bid Form.
- (J) This Bid Form will become part of the Contract Documents if LMDC enters into the Contract with this Bidder.

Submitted by _____

Bidder _____

III. BIDDER will complete the Work in accordance with the Contract Documents for the following amounts:

1. Mobilization (Not to Exceed 2% of Total Contract Amount – Line 10)	\$ _____
2. Bonds & Insurance (N.T.E. 1 ½% of Total Contract Amount – Line 10)	\$ _____
3. General Conditions (Not to Exceed 7% of Total Contract Amount – Line 10)	\$ _____
4. Building Deconstruction	
4a. Exterior Building Façade Washdown	\$ _____
4b. Environmental Clean-up and Interior Demolition (Phase I)	\$ _____
4c. Level III Environmental Monitoring	\$ _____
4d. UPS Battery Removal	\$ _____
4e. Fire Suppression System Removal	\$ _____
4f. Removal of Window Washing Equipment from Roof	\$ _____
4g. Removal of Diesel Fuel from 39th Floor Day Tank.	\$ _____
4h. Structural Deconstruction (Phase II)	\$ _____
4i. Scaffold Dismantle	\$ _____
5. Sitework (Include Interior Backfill of Building Footprint)	\$ _____
6. Plumbing, HVAC, Electrical Demo including Refrigerant Recovery	\$ _____
7. *Forced Bid Closeout, Punchlist, Demobilization	\$ <u>500,000.00</u>
8.SUBTOTAL	\$ _____

Submitted by _____

Bidder _____

9. Credit for Salvage Value of Material

9a. Steel \$(_____)

9b. All Other \$(_____)

10.SUB TOTAL \$ _____

11. CONTINGENCY ALLOWANCE \$ 1,000,000.00

12.GRAND TOTAL \$ _____

GRAND TOTAL DECONSTRUCTION CONTRACTOR

_____ Dollars

Total Amount Written in Words
Includes all Items above

- **Forced bid is the amount assigned by the Owner as a line item for closeout. Contractor’s base bid costs for the project is to include the value of the Forced Bid closeout line item.**

ALTERNATES

Part 1 – General

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by the bidder and stated on the Bid Form for certain Work defined in the Contract Documents that may be added to or deducted from the Lump Sum amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each Alternate is the net addition to or deduction from the Lump Sum to incorporate such Alternate in the Work. No other adjustments are made to the Lump Sum.

1.3 PROCEDURES

A. Include as part of each Alternate, miscellaneous devices, accessory object, and similar items incidental to or required for a complete installation whether or not indicated as part of such Alternate.

Submitted by _____

Bidder _____

B. Add or Deduct Alternates may be designated by LMDC within 30 days after signing of the Contract. Immediately following award of the Contract, Bidder shall notify each party involved, in writing, of the status of each Alternate. Indicate if Alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to Alternates.

C. Execute accepted Alternates under the same conditions as other Work of the Contract (i.e. selected Alternates will be added to or deducted from the Lump Sum).

D. A Schedule of Alternates is included below:

1. **Deduct Alternate No. 1** – Deduct Price for eliminating the use of Exterior Negative Pressure Tent Enclosures for removal of aluminum column covers and fascia.

_____ Dollars \$(_____)
Total Amount Written in Words

2. **Deduct Alternate No. 2** – Deduct Price for not providing Level III Air Monitoring.

_____ Dollars \$(_____)
Total Amount Written in Words

3. **Deduct Alternate No. 3** – Deduct Price for not providing Level II Air Monitoring and clearance sampling.

_____ Dollars \$(_____)
Total Amount Written in Words

4. **Deduct Alternate No. 4** – Removal of loose equipment & materials from all Mechanical Areas/ Floors.

_____ Dollars \$(_____)
Total Amount Written in Words

5. **Deduct Alternate No. 5** – Deduct Price for removal and disposal of interior building materials containing Asbestos prior to September 11, 2001 (e.g., transite, floor tiles, pipe insulation, duct insulation).

_____ Dollars \$(_____)
Total Amount Written in Words

6. **Deduct Alternate No. 6** – Deduct Price removal and disposal of exterior building materials containing Asbestos present prior to September 11, 2001 (e.g., column covers, fascia, cooling tower transite).

_____ Dollars \$(_____)

Submitted by _____ Bidder _____

UNIT COST BID AMOUNTS (Do not include in totals above)

These bid unit costs will be used in the event work is added or deleted and includes all labor, supervision, management, material, equipment, incidental work and all mark-ups necessary to fully execute the stated work to its completion. The Owner reserves the right to reject or negotiate any unit price. Contractor is responsible for submission of fair market unit prices for all items. Unit Prices shall be valid until project completion.

- 1. Unit Price for New or Rebuilt Sidewalk (Per SF–NYC/DOT Specs.) \$ _____
- 2. Unit Price for New Steel Faced Concrete Curb (Per LF–NYC/DOT Specs.) \$ _____
- 3. Unit Price for Additional Asphalt Top Course (Per Inch/Per SF-NYC/DOT Specs.) \$ _____
- 4. Unit Price for Asphalt Pavement (2” Thick Compacted Per SF-NYC/DOT Specs.) \$ _____
- 5. Unit Price for Chain Link Fence w/ Privacy Screening (Posts 8’ on Center)
 - a. 8’ High (Per LF) \$ _____
 - b. 10’ High (Per LF) \$ _____
 - c. 16’ High (Per LF) \$ _____
- 6. Unit Price for Hoist Operation (Per Week/ Per Hoist). \$ _____
- 7. Imported Select Fill (Price to include delivery, placement, compaction and grading).
\$ _____
- 8. Environmental Unit Prices (To Be Provided Under Separate Cover)

All bid amounts must be held by the Contractor for 120 days from the date of the bid. In the event of a conflict in the Total Bid Amount between the written amount and the numerical amount, the actual total of the individual Bid Items shall take precedence.

Note 1: Unit prices are subject to negotiations prior to Contract execution.

Note 2: Unit prices are to remain in effect for the length of the Contract.

Submitted by _____ Bidder _____

IV. The Contractor shall identify below the applicable subcontractors, consultants, etc. All listed entities are subject to LMDC's approval.

LICENSED ASBESTOS ABATEMENT CONTRACTOR

State here the name, address, and telephone and New York license numbers of the asbestos removal contractor.

LICENCED ASBESTOS TRANSPORTER

State here the name, address, telephone number and Registration number of the asbestos transporter.

LICENSED ASBESTOS SUBTITLE D DISPOSAL FACILITY

All bidders are informed that the contractor must use a subtitle D landfill for all asbestos containing materials. This Contractor must coordinate all efforts for bidding purposes. Contractor must provide no more than (4) sites.

Submitted by _____

Bidder _____

STRUCTURAL ENGINEER (LICENSED IN NEW YORK STATE)

State here the name, address, and telephone number of the structural engineer who will provide professional engineering services for design of temporary shoring and bracing, concrete formwork, backfilling, structural stability analysis, monitoring of slab and steel, and demolition operations in removing structures.

OTHER SUBCONTRACTORS, CONSULTANTS, ETC., INCLUDING M/W BE

WORK ITEM	SUBCONTRACTOR'S NAME
_____	_____
_____	_____
_____	_____

TRANSPORTER FOR TRASH/DEBRIS

State here the name, address, telephone number and state registration of the transporter.

SUBTITLE D DISPOSAL FACILITY FOR TRASH/DEBRIS

State here the name, address, telephone number and state registration of the disposal facility.

Submitted by _____ Bidder _____

TRANSPORTER FOR HAZARDOUS WASTE

State here the name, address, telephone number and state registration of the transporter_

SUBTITLE D DISPOSAL FACILITY FOR HAZARDOUS WASTE

State here the name, address, telephone number and state registration of the disposal facility.
Contractor must provide no more than (4) sites.

ALL FACILITIES FOR DISPOSAL ARE SUBJECT TO LMDC APPROVAL

- V. BIDDER accepts the provisions of the Contract including all terms and conditions in the event of failure to complete the Work within the times specified.
- VI. Communications concerning this Bid shall be addressed to:

Mr. David Ridley,
Project Manager, Memorial Cultural Civic Development
Lower Manhattan Development Corporation
1 Liberty Plaza, 20th Floor
New York, NY 10006
dridley@renewnyc.com
Fax: (212) 962-2431

Submitted by _____

Bidder _____

VII. PRICE GUARANTEE

The prices stated in this proposal are guaranteed for 120 (one hundred twenty) days from the bid due time, and if authorized to proceed within that period, we will agree to complete the Work covered by this proposal at said prices.

Submitted on _____, 2005.

Name of Bidder: _____ (SEAL)

By: _____

Signature

Name and Title: _____

Contractor's License No.: _____

Contractor's Federal ID No.: _____

Telephone No. _____

Fax No. _____

Dunn and Bradstreet No. _____

Submitted by _____

Bidder _____