

Lend Lease
Hunt Engineers

3/11/16

Regretfully King & King Mechanical Inc., is requesting to withdraw our Bid for the HVAC Contract on 3/10/16 Homer CSD, Capital Improvements Project Phase II. We accidentally transposed our Sheet metal labor hours as 336 it should have been entered as 636 hours. I apologize for any inconvenience this may have caused.

Sincerely,
Thomas King,
President of King & King Mechanical Inc.

**RESOLUTION OF BOARD OF EDUCATION FOR
HOMER CENTRAL SCHOOL DISTRICT**

WHEREAS, the Homer Central School District (the "District") solicited bids to perform construction work in connection with its Capital Improvement Project (the "Project"); and

WHEREAS, on Thursday, March 10, 2016 the District publicly opened bids to perform work on the Project; and

WHEREAS, the low bidder for the electrical work was King & King Mechanical, Inc. (the "Contractor"); and

WHEREAS, on Friday, March 11, 2016 the Contractor notified the District that it had made a mathematical/clerical error when computing its bid and requested that its bid be withdrawn; and

WHEREAS, the Contractor advised the District that it had made an error computing labor hours, which resulted in the Contractor inadvertently omitting 300 labor hours from its bid price; and

WHEREAS, the Contractor provided documentary evidence to substantiate its claim of committing an error in calculating its bid price; and

WHEREAS, the District's construction manager, Lend Lease, reviewed the documentary evidence submitted by the Contractor and concluded that the Contractor had indeed committed an unintentional error in calculating its bid price and that it would be unconscionable to require the Contractor to perform the work at its bid price; and

WHEREAS, the Homer Central School District Board of Education (the "Board") desires to permit the Contractor to withdraw its bid and return its bid security to it.

NOW, THEREFORE, IT IS RESOLVED by the Board that:

1. Pursuant to General Municipal Law Section 103(11), the Board hereby authorized Contractor to withdraw its bid and its bid security shall be returned to it.
2. The Superintendent, and/or members of the Board, as appropriate or as otherwise required by law, are hereby authorized, empowered and directed to execute and deliver such documents and take all such action on behalf of the District as may be deemed necessary, appropriate or advisable to carry out the intent or purposes of the foregoing resolutions.

3. The execution, delivery and performance by the Superintendent of Schools, and/or the members of the Board, as appropriate or as otherwise required by law, for and on behalf of the District, of all such further instruments and documents required in connection with the withdraw of the Contractor's bid and the return of its bid security, each in form and substance approved by the Superintendent, and/or the members of the Board, as appropriate or as otherwise required by law, his or her signature thereon being conclusive evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the District.
4. The foregoing resolutions shall remain in full force and effect until a copy of a subsequent resolution revoking or amending them, duly certified by the proper officers of the Board, shall be made by the Board.
5. This resolution shall be effective immediately

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Moved by: _____ Seconded by: _____

Aye _____ Nay _____ Absent _____

Accepted _____, 2016

Homer, New York