FOR INFORMATIONAL PURPOSES ONLY-DO NOT USE FOR BID

PROPOSAL

CONTRACT NO. B90400-04GR1

For all work in accordance with the contract documents:

1. Labor and Supplemental Benefits at CURRENT New York Department of Labor

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II. Material Direct Cost Expense plus an Overhead and Profit percentage of

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BASIS OF AWARD: Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

Labor:	Seventy-five (75) percent
Material:	Twenty-five (25) percent

NOTES:

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**

2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

BUILDING CONSTRUCTION REQUIREMENTS CONTRACT

TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS

SECTION I

PART 1 – GENERAL

1.01 Work to be Performed

A. The work covered under this contract deals with providing the necessary labor and materials to construct, modify, demolish, rehabilitate or renovate buildings as shown on drawings/sketches and /or specified to be provided with each work order issued by the Commissioner of Public Works or his duly authorized representative.

B. This contract is intended to cover a number of individual locations from time to time by the issuance of a work order. The Contractor shall submit a detailed estimate of not-to-exceed cost and a schedule for each work order, and, if and when agreed to by the Commissioner or his duly authorized representative, will be authorized to proceed. The estimate shall include a complete itemized breakdown of labor, material, equipment and sub-contractor costs. One set of shop drawings and Operation & Maintenance manuals shall be submitted for approval for all equipment supplied.

C. **To assist you in the bidding process, we have estimated that the expenditures for the General Construction Contract bid herein is approximately $5,000,000 for a two (2) year period.**

D. Be advised that these figures are provided for your guidance only and is not to be interpreted as an indication that this or any specific dollar amount or cost ceiling is contemplated through the establishment of the contract being bid at this time.

E. The amount of the bid bond, performance bond and labor and material payment bonds for this contract shall be as follows, the cost for which shall be borne by the Contractor:

Contract	Bid Bond	Performance Bond	Labor and Material Payment Bond
General	$200,000.00	$2,000,000.00	$2,000,000.00

The performance bond and the labor and material payment bond are to be submitted upon execution of the contract as indicated in the Instructions to Bidders.

F. Should the County deem it advisable, the County shall have the right to request, and the Contractor shall provide, additional Performance and Labor and Material Payment Bonds in the amount determined by the County.

G. The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable federal, state and local regulations.

H. The Contract may be extended for another two (2) years, and for $2,500,000.00 per year, upon mutual agreement between the Contractor and the Department and upon written authorization from the Commissioner of Public Works. An extension to the contract may be allowed contingent upon the following:

1. The same terms and conditions of the Contract will apply, Including all bid prices indicated in the contract proposal;
2. The Contractor must have demonstrated that all Work Orders Issued to date under the contract have been completed and/or Progressed to the satisfaction of the Commissioner of Public Works.

1.02 Period Covered

A. This Requirements Contract shall be for a term of 730 calendar days from the date of the Contract start notice (Notice to Proceed).

B. The Department reserves the right to cancel the Contract by giving not less than thirty (30) days written notice that, on or after a date therein specified, the Contract shall be deemed terminated and canceled.

C. If, in the course of this Contract, the New York State Department of Labor raises the prevailing wage rates, the Contractor may pass on to the County the actual additional amount required to be paid.

1.03 Required Insurances

A. Prior to the execution of this Contract, the Contractor, at his own expense, must furnish insurance policies as described in Article 17 of the Agreement.

B. The contractor shall assume all responsibility for the insurance requirements of his subcontractors. All insurance policies must remain in effect throughout the duration of this contract. Certificates of policies, with a minimum of twenty (20) day written notice of cancellation clauses, shall be delivered to the County upon the signing of the Contract. The actual policy shall be submitted within (20) days after signing the Contract.

C. All insurance coverage as stipulated herein shall be subject to verification and approval of the Bureau of Real Estate, Insurance and Workers Compensation.

1.04 Qualifications of Bidders

A. Bidders Must:

1. Have a minimum of five (5) years experience as a prime General Contractor in the construction or renovation of buildings.

2. Have averaged a minimum of $2,500,000 of construction value per year over the past five (5) years, in building work.

3. Be licensed in their particular trade or occupation by the Town of Oyster Bay, Hempstead, North Hempstead and by the Cities of Glen Cove and Long Beach.

1.05 Work Orders

A. No work is to be undertaken, nor will any compensation be made, without the issuance of a work order signed by the Commissioner or his duly authorized representative.

B. Prior to issuing such work order, the Commissioner shall assure sufficient funds have been duly appropriated and encumbered for the purpose, as evidenced by the County Comptroller's certification on the appropriate Comptroller form.

C. Upon issuance of a work order, the Contractor shall mobilize his forces and commence work within seventy-two (72) hours unless:

1. The Commissioner and Contractor agree to a shorter period of time; or

2. The Commissioner directs the Contractor to mobilize and commence work after a longer period of time.

1.06 Communication

A. The Contractor shall provide the County inspector a "smart" cell phone with battery charger, hands free car set and chords for the entire term of the contract. The cost of the unit, accessories and related usage fees shall be included in the Contractors overhead and profit (OH&P) percent markup as bid on the form of proposal.

PART 3- EXECUTION

3.01 Contractors Operations

A. Prior to the issuance of a Work Order, the Contractor must visit the site and shall become familiar with the special conditions at the site, which must be considered during the work. These conditions include but are not limited to:

1. The possibility of the building systems remaining in operation during Construction activities;

2. Limited truck access to the area(s) of the building;

3. Sole entrance/exit way to each leading to the outside; and,

3.02 The building or structure being occupied and in use by Nassau County personnel, using agencies or the general public.

B. The Contractor is responsible for restoring the work area and auxiliary areas utilized during the performance of his work to conditions equal to or better than original. Any damages caused during the performance of his work shall be repaired by the Contractor at no additional expense to the County.

3.03 The Contractor shall protect the County's property from damage and loss arising in connection with this Contract and his work activities. He shall repair/replace any damaged caused by his operation except as caused by agents or employees of the County. He shall provide all protection required by any public authority for the safety of the public and building occupants. He shall be responsible for all parts of his work until such work is accepted by the County.

3.04 The Contractor shall provide all labor, materials, insurance, permits and equipment necessary to carry out the work in accordance with all applicable federal, state and local laws, codes and regulations.

3.05 The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflicts among the requirements or with these specifications exist, the most stringent requirements shall apply.

3.06 Quality Assurance

The Contractor hereby agrees to repair any imperfections that may arise, and to maintain in a manner satisfactory to the Commissioner, all of his work for a period of one (1) year from the date of final expiration of the Contract. The Contractor also agrees, for this period, to indemnify and save harmless the County, its officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

3.07 Contractors Use of Premises

A. Use of Site: Confine operations to areas within the contracts limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.

B. Equipment, furniture, etc., that will need to be moved by the Contractor for the work to proceed, will be moved back by him to its original locations unless otherwise instructed by the Commissioner or his duly authorized representative.

C. All work to be done in existing buildings or any other work, which might affect the operation of the existing building(s), shall be done at the convenience of the County. The County shall be notified of this work in sufficient time so that the proper arrangements may be made.

D. The Contractor shall maintain unobstructed entrance and exit to and from areas of building operations.

****End of Section****

BUILDING CONSTRUCTION REQUIREMENTS CONTRACT

BASIS OF PAYMENT

SECTION II

PART 1 – GENERAL

1.01 Basis of Payment

A. 1. The Contractor is advised that the County may use only one item of work or may use multiple items of work for each proposed work order.

2. For each Work Order, the Contractor shall submit a written scope of work outlining in detail, the appropriate items and estimated quantities of each. The proposal shall include the total cost, which is subject to revision depending on actual quantities entailed in the project. The Contractor will be paid on the basis described below. All payment vouchers shall be supported by adequate documentation that verifies that the costs were incurred by the Contractor.

3. The Contractor shall be responsible for and shall include in its unit bid prices any and all fees or charges imposed by Federal, State and Local laws, rules and regulations applicable to the work specified herein.

4. Bid prices shall include all costs necessary to perform the work described within the applicable work item including, but not limited to; labor; materials; equipment; disposal; insurance; filing fees; overhead; and profit.

5. For all work orders over $100,000.00, the Contractor shall submit a MBE/WBE Utilization Plan, making a good faith effort to utilize such suppliers and sub-contractors, as detailed in Appendix EE of the Agreement.

B. Labor

1. The Contractor shall pay wages as in effect per New York State Department of Labor schedule of prevailing wage rates and supplemental benefits as indicated in this Contract, or the wage rates and supplemental benefits required by the Contractor's compliance with Nassau County Local Law 9-2002, whichever rate is higher.

2. Payment to the Contractor shall include wages and supplemental benefits per paragraph B. 1 of this Part plus overhead and profit percentage as bid and shown on the Form of Proposal.

3. Transportation to and from the work site, site visit(s) to review proposed work, and time expended for estimating and purchasing of materials is considered part of the Contractors overhead and profit, and as such no additional payment will be made under any work order for these activities.

4. The overhead and profit percentage shall include all other costs associated with labor not specifically indicated in the New York State schedule of prevailing wage rates. Such other costs may include, but is not limited to, the following:

   a. FICA

   b. Worker's Compensation Insurance

   c. NYS Unemployment Insurance

   d. Profit

   e. Contractor's Public Liability Insurance

   f. Owner's Contingent Liability Insurance

   g. Other Insurance Costs

   h. Fringe Benefits for Worker's, other than those listed within the NYS Department of Labor schedule of prevailing wage rates.

C. Materials

1. The Contractor shall be paid for the actual cost of materials, exclusive of sales tax, delivered to the job site for incorporation into the work denoted on the work order plus overhead and profit (OH &P) percent markup as bid on the Form of proposal.

2. The following types of materials will be paid for by the County in order for the Contractor to perform the work: Saw blades, caution tape, temporary protection materials and single use items such as push brooms, trash bags, cleaning supplies, work gloves, or any such items at the sole discretion of the Commissioner or his duly authorized representative .

3. The following types of materials will **not** be paid for by the County, and is considered part of the Contractor's overhead and profit: Hand and small power tools, extension cords, ladders, and other small tools as needed to perform the work.

D. Subcontractors

1. The labor and materials of subcontractors will be paid for on the same basis as for the Contractor, using the same percentages as shown on the proposal sheet. The Contractor may add (10) percent of the subcontractor's labor and material cost as remuneration for administration. A lump sum proposal for sub-contracted work is allowable only if authorized by the County.

2. Only subcontractors, which have received prior approval by the County, shall be used in execution of the Contractor's work.

3. Three (3) cost proposals are required for all work which is to be sub-contracted in excess of $50,000.00 and for major equipment items purchased in excess of $100,000.00.

E. Equipment

1. Payment for the use of construction equipment (exclusive of hand tools and minor equipment), with the prior approval from the County for such use, which is owned by the Contractor, will be paid for at the rate published in the Rental Rate Blue Book, exclusive of sales tax.

2. Payment for equipment which is rented, with the prior approval of the County for such use, will be paid for on the basis of submittal of an original paid invoice, including operating costs and sales tax as may be required by law.

F. Original invoices must be submitted to support all requests for payment.

G. As set forth in Section 1.01, Paragraph F, should the County request that the Contractor provide additional Performance and Labor and Material Payment Bond amounts, the County shall, upon presentation of original invoices with the Contractor's request for payment, reimburse the Contractor for the premium amount directly attributable to the additional Bond requirement costs.

H. Requests for Payment

1. Payment will be on a work order basis after completion of all work specified therein, or on a monthly basis, subject to the approval of the Commissioner or his duly authorized representative. The Contractor shall prepare a Nassau

County Claim Voucher (furnished by the Department of Public Works) supported by the original daily work reports (signed by both the County representative and the Contractor) describing the work performed and detailing the hours worked by each trade designation and extending the hours by the rates bid (prevailing wage rate plus the labor percentage bid amount). Labor costs shall be attested to by a principal of the Contractors firm, and certified payrolls are required for all work performed.

2. Equipment rentals and material purchases must be supported by original paid invoices secured by the Contractor.

3. When approved by the applicable Department personnel, the claim voucher will be processed for payment. The Contractor shall submit the application for payment by way of the Nassau County Electronic Vouchering System.

****End of Section****