



INFORMATION TO BIDDERS

Project: West Side Bazaar
1432 Niagara Street
Buffalo, New York

Date: October 29, 2020

Owner: Westminster Economic Development Initiative

Owner's Representatives: Carolynn Welch & Bob Doyle

Construction Manager: Hayes Construction Services
656 Genesee St.
Buffalo, New York 14221

Architect: CJS Architects
755 Seneca St.
Buffalo, New York

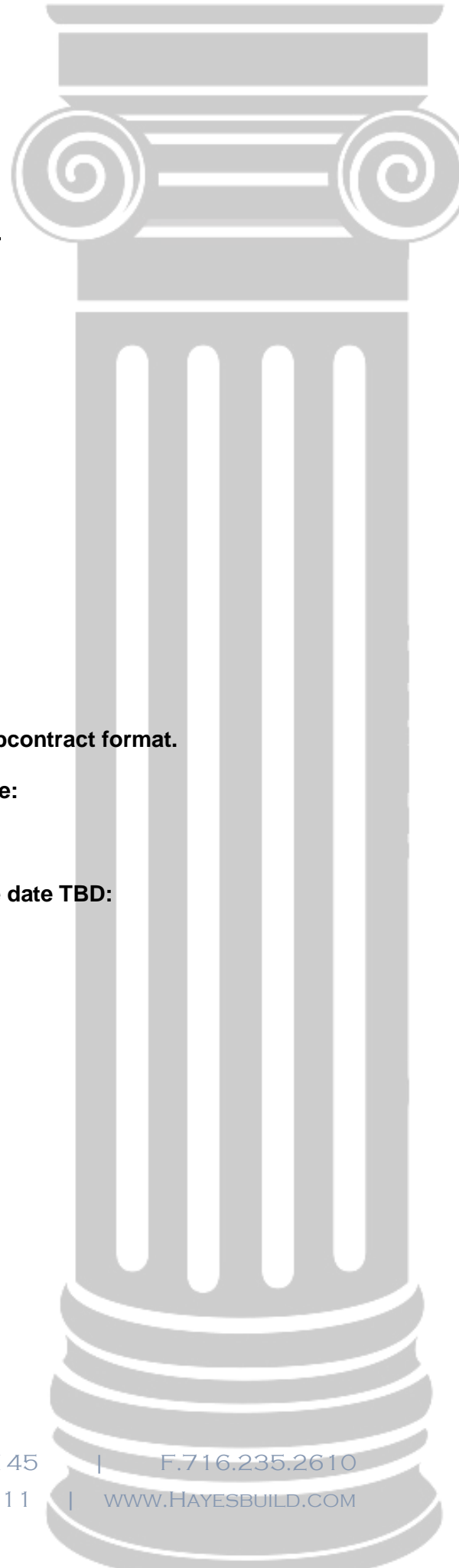
Subcontracts: The Project will be constructed using multiple subcontract format.

Bid Package 1: The following subcontracts will be bid at this time:

Contract 193 – Hazardous Materials Abatement & Removal
Contract 241 – Selective Interior Demolition

Bid Package 2: The following subcontracts will be bid at a future date TBD:

Contract 209 - Landscaping
Contract 302 - Cast in Place Concrete Foundation
Contract 303 - Concrete Flatwork
Contract 401 - Masonry
Contract 501 - Aluminum Railing System
Contract 505 - Structural Steel & Misc. Metals
Contract 603 - Carpentry – Labor-Equipment & Misc. Materials
Contract 604 - Cabinetry
Contract 605 - Millwork & Counter Tops
Contract 701 - Insulation
Contract 704 - Roofing, Skylight, Gutters & Downspouts
Contract 801 - HM Frames & Doors - materials
Contract 802 - Sectional Doors
Contract 803 - Aluminum Entrances, Storefronts, Glass & Glazing
Contract 804 - Glass Block
Contract 807 - Door Hardware - materials
Contract 901 - GWB Assemblies – Walls, Ceilings & FRP Panels
Contract 902 - Flooring & Ceramic



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Contract 905 - Concrete Floor Finishes
Contract 909 - Interior Painting
Contract 910 - Exterior Painting
Contract 1001 - Specialties
Contract 1145 - Commercial Kitchen Equipment
Contract 1390 - Wet Sprinkler / Fire Suppression
Contract 1410 - Elevator
Contract 1510 - Plumbing
Contract 1570 - HvAC
Contract 1610 - Electrical & Fire Alarm
Contract 3201 - Site & Utilities

Bid Documents: Bidders can access bid documents at the following:

- Hayes Construction Services www.hayesbuild.com

See Scope of Work documents and Project Schedule for detail.

Bid Bond: Not Required

Performance & Payment Bonds: Not Required

M/WBE Participation Goals: 30%

EEO / Workforce Goals: Not Required

Prevailing wage: Not Required

Insurance Requirements: See sample Insurance Certificate

Sales Tax: Tax Exempt project

Bids: Electronic bids shall be received until **November 18, 2020. Bids are to be emailed to mark@hayesbuild.com and peter@hayesbuild.com or faxed to Hayes Construction Services **716-235-2310**.**

Opening of Bids: The bids will be privately opened.

Request for Information: Submit questions on the attached form to Hayes Construction Services. This form is posted in word document format on our website or at Construction Exchange. RFI's can be received up to **November 11, 2020. RFI responses will be posted on Hayes website and Construction Exchange.**

ITEMS APPLICABLE TO ALL WORK / SUBCONTRACTS

- The Owner-Hayes contract is a Cost-Plus Fee with a Guaranteed Maximum Price. To the best of the subcontractor's ability, they are to provide a complete system and/or clearly state what is not defined or unclear. Items of ambiguity or incomplete scope shall be clarified via Bid RFI or included on proposals as "add alternates" or clearly stated as specifically included/ excluded. Subcontractors acknowledge that they have reviewed all plans and coordinated between sets (architectural, demo, MEP, etc.) to ensure comprehensive coverage of scope and continuity with other systems whether or not it is explicitly in the drawings or specs.



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- b. All Subcontractors' shall provide labor, material, plant, equipment, tools and supervision required, related to or involved with the performance of their Work as described in the scope of work and as more specifically defined in this specification as listed below or as further indicated or specified on any drawing or scope of work definition in the Subcontract.
- c. All material suppliers shall provide necessary transportation, material, equipment and personnel as required, related to or involved with the performance of their Work as described in the scope of work and as more specifically defined in this specification as listed below or as further indicated or specified on any drawing or scope of work definition in the Subcontract.
- d. Where a conflict occurs regarding the defined responsibilities for some portion of the work, the scope of work defined in the special conditions will supersede any other notations in the Subcontract documents or plan set.
- e. The scope of work is intended to itemize and provide a descriptive account of the work intended and the assignment for the responsibility to complete the work.
- f. The dimensions, sizes and quantities where provided are intended as close approximations of the field conditions and the Subcontract documentation. Specific requirements necessary to develop dimensionality, quantities, details and other associated work is the responsibility of the Bidder/ Subcontractor and/ or Sub-Subcontractor.

DIVISION 0 – BIDDING DOCUMENTS

- a. Bidders can access the bidding documents at the following:
Hayes Construction website www.hayesbuild.com
To Access Project Documents:
Go to www.hayesbuild.com
Click on “Current Opportunities”
Click on links under “West Side Bazaar” to view and download files
- b. Exhibit A – Drawing & Spec Log. Bidders are expected to examine and use the complete set of bidding documents in preparing their bid.
- c. Documents shall be described herein and, in the bid document “Subcontractor Scope of Work”

DIVISION 1 – GENERAL REQUIREMENTS

As described herein and in the Subcontractor's AIA contract.

ALTERNATES

Requested alternates may become a part of each Subcontract and each scope of work except as specifically noted/ detailed otherwise.





UNIT PRICES

Unit prices may be requested as part of bid requests and per each scope of work.

WAGES

There are no Federal or State Prevailing Wage requirements as to minimum or maximum wages or benefits that apply to the personnel working on this contract.

TAX STATUS

This project will be proposed as a **"Tax Exempt"** project. Proposals should reflect this status.

QUALITY and WARRANTY

The following section shall become a part of each Subcontract and each scope of work except as specifically noted otherwise below:

- 1) No substitutions for products, materials, finishes or installations will be allowed unless submitted and approved in writing by the Construction Manager and where the Construction Manager's decision on substitutions and/or equivalencies shall be final and is not subject to dispute by the Subcontractor and/ or Sub-Subcontractor.
- 2) Approval of a submittal does not imply or indicate approval of any change in a Subcontract requirement unless the Subcontractor and/ or Sub-Subcontractor requests a specific request for an approval as a "substitution" and it is so approved with said notation by the Construction Manager. Approval of a submittal that is included as or represents a "change" to the Subcontract and having with it an associated cost does not imply or indicate the approval of any associated change (change order) in the Subcontract value.
- 3) The Owner shall employ a testing agency to perform the soils testing, concrete testing, bituminous paving inspection, masonry testing, steel testing and pay costs associated with said testing.
 - Costs for re-testing of sub-standard work, where the work fails to meet the specified standards, shall be borne by the Subcontractor.
- 4) Subcontractor and/ or Sub-Subcontractor will provide incidental work and access for the testing agency to perform their work.
- 5) Any other testing is to be the responsibility of the Subcontractor and/ or Sub-Subcontractor providing the work.

TEMPORARY FACILITIES AND CONTROLS

The following section shall become a part of each Subcontract and each scope of work except as specifically outlined otherwise:

- 1) SERVICES
 - a. Fire Extinguishers: Furnished and maintained by the Contractor.
 - b. Temporary/ Construction Sewers: Maintain by Construction manager.
 - c. Temporary Non-Potable Water: Maintained by Construction Manager and made accessible to each subcontract. As acceptable to code and local

jurisdiction retain or provide hose bibb(s) connection for the access, use and control, without charge.

- d. Sanitary Facilities: Provided by the Construction Manager.
- e. Temporary Heating: Provided by the Construction Manager.
- f. Construction Interior Lighting and Power: General lighting per OSHA will be installed, maintained and coordinated by the Electrical Contractor for access and use, without charge, by all Subcontractors' on the project site.

2) SUPPORT FACILITIES

- a. Project Identification: There will be NO Subcontractor promotional signage allowed on the site other than clothing and vehicles.
- b. Environmental Controls: Each Subcontract shall be responsible for the collection, control, processing and/ or removal of wastewater generated (if necessary) during the construction operations.
- c. Waste Collection (Dumpsters): Waste collection containers shall be provided by the Construction Manager unless otherwise specifically assigned elsewhere in this section. The Subcontractor and/ or Sub-Subcontractor(s) shall be responsible to properly load, compact and comply with container height limitations.
- d. Dumpsters must be covered at all times while on site unless they are being loaded. Covers shall be maintained and tight- check daily.
- e. No materials are to be stored outside of, next to or on top of the dumpsters at any time.

3) SECURITY AND PROTECTION FACILITIES

- a. In advance of any movement of materials outside of the defined construction area yet within the building proper, the Subcontractor must submit for approval a specific Work Plan and Routing Plan.
- b. The site will be accessed by a singular entrance for security management. All other doors/ entry points will remain closed during the day and be checked for their security integrity prior to leaving the jobsite nightly- THIS IS A SHARED RESPONSIBILITY.
- c. Rodent/ Pest Control: Will be by Construction Manager.
- d. Site Enclosure Fence: If required, will be by the Construction Manager and cannot be removed or altered for any reason including access or deliveries without payment for its replacement as appropriate.
- e. Temporary Enclosures (poly sheeting): Will be by and/or at the direction of the Construction Manager where the cost of any such defined work will be established by change order in addition to the base bid/ Subcontract scope unless it is deemed necessary to the execution of the subcontractors' work (see scope definition)
- f. Dust management, airborne particulates and liquids generated during the construction and/ or demolition-removal work of the project is the responsibility of the Subcontractor and will be controlled at all times.
- g. Temporary Fire Protection: The Construction Manager shall place and maintain TYPE ABC fire extinguisher at the building interior for the work.



Additional Fire extinguishers as the Subcontractor and/ or Sub-Subcontractor may require conforming to the specifics of their site-specific safety plan (SSSP) or the task being performed (including Hot Work) are the requirements of that subcontractor.

- h. All Individuals working on site will have on their person (ID Tag) or on their clothing, a means by which their affiliation with the contractor or a subcontractor/ sub-subcontractor is readily apparent and may include apparel with company logos/ names.

OPERATION AND MAINTENANCE DATA

Required for all operating equipment, devices, appliances, warrantable materials/ installations finish materials and cabinetry unless noted otherwise in the scope of work definition.

COORDINATION

All Subcontractors' and/ or Sub-Subcontractors', vendors and service providers are responsible to coordinate, schedule and provide the appropriate logistics to comply with the following requirements, controls, limitations and/or directives at the project site:

- a. Neighboring properties will not be impacted, beyond the rules set in advance including discharges or actions of any Subcontractor and/ or Sub-Subcontractor, delivery or service provided on this project. Such impact will be considered as "damage" and all costs associated with mitigating or correcting for this damage will be charged to the responsible party.
- b. At no time will roadways, fire lanes, emergency lanes, driveways and/ or access to the project site and/ or neighboring properties be blocked or obstructed from use.
- d. Specific locations for staging, trailers and deliveries if noted are to be adhered to strictly. Where such information is not designated, the Subcontractor(s), vendor or service provider is to coordinate the related uses with the Construction Manager and abide by that direction.
 - 1) Coordinate all deliveries in advance with the Construction Manager to assure efficiency and to assure site operations are maintained in an orderly fashion.
- e. The Subcontractor and/ or Sub-Subcontractor is solely responsible for the unloading, distribution, protection and insurance of materials delivered to the project site for their use. Materials will NOT be unloaded or signed for by the Owner or Construction Manager. Subcontractors must manage their own deliveries.
- f. Gas powered tools may NOT be used on the project without written permission (in advance) of the Construction Manager. NOISE is to be limited and assured.
- g. There is NO on-site Parking. Workers must obey the parking regulations and street signage of the local municipality. Parking and vehicle safety are not the responsibility of the Owner or Construction Manager.
- h. Existing plumbing, electrical, site services, communication, security systems, access control and life-safety systems will NOT be impacted detrimentally by any subcontractor on this project- COORDINATE with the Construction Manager.



INSURANCE

Subcontractor shall purchase and maintain insurance of the types of coverage and limits of liability as detailed below:

General Liability coverage limit per occurrence of \$1,000,000

Damaged to rented Premises each occurrence \$500,000

Automobile Liability coverage with limits not less than \$1,000,000 each accident.

Business auto coverage must include coverage for the liability arising out of the use of all Owned, leased, hired and non-owned automobiles.

Medical exp (per person) \$10,000

Personal and ADV injury \$1,000,000

General Aggregate \$2,000,000 Per Project Aggregate

Product-comp/Aggregate \$2,000,000

Excess/ Umbrella Liability \$5,000,000

Workers Compensation each accident \$1,000,000, Disease each employee, \$1,000,000, \$1,000,000 disease policy limit

1. **Hayes Construction Services Corp, SM Hayes LLC, Hayes Realty, LLC 656 Genesee Street Buffalo New York 14211, CJS Architects, 755 Seneca St., Buffalo, NY 14210 and Westminster Economic Development Initiative, Inc., 436 Grant St., Buffalo, NY 14213** to be included as an additional insured certificate holder. Subcontractor to provide a certificate of insurance liability prior to signing this contract and prior to starting any work associated with this contract. A Waiver of subrogation must be in favor of the certificate holders for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability and worker's compensation and employers' liability insurance maintained per requirements above.
2. With regard to the Comprehensive General Liability ("CGL" coverage, the General Aggregate shall apply separately to each project and location. CGL coverage shall be written on ISO Occurrence form CG 00 01 10/01, 12/04 12/07 or a substitute form that provides equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury, and liability assumed under an insured contract. There shall be no Cross-Suits exclusion, exclusion removing coverage for injuries to "any employee" of a subcontractor on the jobsite, or exclusions removing coverage for liability assumed by the Subcontractor in an insured contract as that term is defined within the CGL policy (i.e. Labor Law Exclusions or for obligations by the Subcontractor under this Contract).
3. There shall be no endorsement or modification of the CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
4. Blanket additional insured endorsement (form CG-2010 edition 11/85 or its equivalent) will be furnished reflecting the inclusion of the interests of Hayes Construction Services and Hayes Construction Services and Owner their officers, directors, partners, representatives, agents and employees, and named as an Additional Insured on a primary



& non-contributing basis including Ongoing & Completed Operations. It is expressly understood and intended by the parties to this agreement, that any insurance by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) of the GL, Auto and Umbrella policies procured by the Subcontractor, any of its consultants, officers, agents, employees, subcontractors or anyone directly or indirectly employed by them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, governmental regulation or applicable case law.

5. The property owner/developer and lender may also be included as additional insured certificate holder. It is the responsibility of the subcontractor to contact Hayes Construction Services for additional insured requirements. This is project-based requirement and must be completed for each and every project with NO exceptions
6. Should it be determined by the owner that coverage in excess of what is detailed in this contract is required, the subcontractor will be required to provide this coverage. Should additional cost be incurred in order to meet these additional requirements the subcontractor will be reimbursed for these costs.
7. Should the contract specification require additional coverage above what is detailed in this contract the subcontractor will be required to provide this coverage. Should additional cost be incurred in order to meet the specified requirements the subcontractor will be NOT reimbursed for any additional costs.
8. Subcontractor MUST maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
9. All insurance provided shall be with insurance companies, which are licensed in the state where the project is located and with ratings of A or better GL must be written under ISO GA001 10/01 or its equivalent
10. No policy will have permitted to be cancelled or modified without thirty (30) days prior written notice of cancellation or modification.
11. If applicable to scope of work, General Liability must not include EFIS DEFS exclusion, subcontractor to provide supporting documentation.
12. Should any of the work of this Subcontractor be performed by another Subcontractor, then the Subcontractor in the contract shall carry liability coverage on its Sub-Subcontractors to match the coverage detailed in this contract. Hayes Construction Services Corp and owner must be added as additional insured on written contract with Sub-subcontractor. Sub-subcontractor must provide certificates of insurance liability
13. Should the laws in the area where the Project is located require additional coverage the Subcontractor is required to purchase and maintain. It is the responsibility of the



subcontractor to understand and meet these additional requirements. Any additional cost associated with this insurance is the responsibility of the subcontractor.

SCHEDULE

1. The Contractor has developed a Master Project Schedule for the initial planning, bidding, execution and completion of the project. This schedule represents the Owner's commitments to the project and must be considered as the worst case (must be completed by date) scenario regarding the milestone dates given. Time is of the essence for all Subcontracts and the most immediate date of delivery, scheduling, ordering, confirmation, installation, testing and completion is expected.
 - a. Start schedule to be fixed with signature upon and execution date of subcontract.
 - b. Contract work schedule has been defined in paragraph 1.1(D).
2. The Contractor shall have the authority to order a Subcontractor/ Sub-Subcontractor to speed up their rate of progress if that rate is proven to be unsatisfactory.
3. Subcontractor and/ or Sub-Subcontractor must provide adequate manpower, supervision and resources to maintain the work and where necessary, to work concurrently in different work areas including separate crews and supervision as required to meet the schedule.
4. See initial Project Schedule

END OF DOCUMENT