

Bid Form AND Construction Documents

Project Address: 1149 MYRTILE
AVE, BROOKLYN
Scope Of Work: See attached DOB approved drawing.
JOB#**B00938658-11**

Management/Contact/ Owner: START Treatment & Recovery Centers, Inc
Ivan W Duncan, VP Real Property
937 Fulton Street, Brooklyn, NY 11238
Office: (718) 260-2912 Ext 2912, Cell: (718) 490-0027 E-mail: IDuncan@startny.org

- The above noted Owner/ Management invites your firm to submit a Bid to perform the repair work noted in the drawings, specifications OR contract documents.
- The Contractor shall visit the site prior to submitting the bid to review existing and current field conditions (If needed). Please utilize the contact information noted above to schedule the site inspection.
- The Contractor shall submit along with their bid, legible copies of their general contractor license (if applicable) and a list of references for projects of similar nature and magnitude.
- The Contractor shall be responsible to obtain and keep valid all Work Permits. The Contractor shall also abide by OSHA requirements of 2002 § 1926.451 and any and all Local Law's or directives issued by the New York Department of Buildings prior to, during or after the commencement of the project. All work performed by the Contractor shall adhere to all applications laws, rules, regulation, directives by the NYC DOB as well as be performed in accordance with current workmanship requirement.
- Any and all requests for clarification of the Plans, Specifications, bid documents, etc. shall be submitted in writing to the Architect or Engineer no later than 1 week before the bid due date. The Architect/Engineer shall respond, in writing, to all bidders within 3 business days.

- The accompanying Bid Form should be completed by the Contractor and authorized / signed by a Principal of the Company that has the authority to do so. No handwritten changes to the Bid Form wording (either additions or deletions) will be accepted. The Bid Form can either be typed or written neatly in Blue or Black Ink.
- By submitting the Bid Form, the Contractor is submitting a binding agreement between their firm and the Building Owner / Management to perform the stipulated work at the pricing quoted. The Contractor is also advising the Building Owner, with the submission of the Bid Form, that they have the insurance, manpower, supervisory personnel, capital, experience, knowledge and appropriate licenses to perform the work covered in this project.
- **IF APPLICABLE Contractor must provide copy of insurance certificate with their bid.**

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Project Definitions and Special Conditions

Change Orders: The term used to describe the document issued during construction which adds or deletes work to the Contract. No additional work relative to Change Orders shall be performed by the Contractor until written authorization is provided by the Contractor, Owner/ Management and Architect on a formal AIA Change Order.

Contractor: The individual or firm which is contracted by the Owner/ Management to perform the prescribed work in the contract documents. The Contractor shall be responsible for the means, methods and timing of the work and project.

Contractor's Liability: The Contractor is solely responsible for safety. The Contractor shall, by accepting this project and contract, agree to defend and hold harmless the Owner/ Management and the Architect in any and all litigation, legal proceedings, claims, etc. which may arise during the course of the project.

Contract Documents: Shall include the Plans, Specifications, drawings, permits, change orders, approved proposals and documentation which outlines the work which is contracted to be performed.

Emergency Phone Numbers: The Contractor shall provide the Owner/ Management and building staff with a list of emergency phone numbers for key Contractor personnel. These phone numbers must be provided prior to the commencement of the project.

Engineer: A Registered Engineer/Architect that is retained by the Owner / Management to inspect and prepare the Contract documents as well as perform periodic inspections of the on-going repair work being performed by the Contractor. The Architect/Engineer shall not be on-site full time and shall only perform periodic inspections of the work. The Contractor is still responsible to perform the work in accordance with all contract documents and applicable codes. The Engineer/Architect retains the right to request that completed work be probed to determine if the work was performed acceptably.

The Plans, Specifications and Drawings are the possession of the Architect/Engineering and shall only be used or copied with written permission by the Architect.

Final Cleaning: The Contractor shall provide final cleaning just prior to the completion of the punch list. The Contractor shall be required to broom clean the roof, setbacks, terraces, interior areas where materials were stored, workers accessed, or work was performed. The Contractor shall

remove all equipment, materials and debris from the site. The Contractor shall replace all broken glass, damaged fixtures, damaged screens, damaged air conditioning units, etc. The Contractor shall also be required to repair or paint any internal areas where materials were stored, or workers accessed and caused damage to the walls, floors or ceilings.

Hold Harmless: The Contractor, by entering into the agreement with the Owner/Management to undertake this project, agrees to provide a complete and thorough Hold Harmless agreement with the Owner, Management, Manager, Architect and any and all of their employees. All legal fees and judgments shall be 100% the responsibility of the Contractor. All parties will be required to be reimburse for any out of pocket, legal fees or judgment costs which are paid on behalf of any litigation in this matter.

Job Site Foreman: The Contractor shall designate an English-Speaking Job Site Foreman that is on-site at all times while work is on-going.

Job Site Safety: The Contractor shall have sole control over the job site safety. The Contractor must perform daily inspections of the site and perform any necessary modifications to storage of materials, equipment, safety equipment, etc. to be certain the job site remains safe to all workers. The Contractor shall also be required to provide temporary protection to all adjoining properties when the crews are working above those adjoining properties. The Contractor shall also maintain a safe and secure job site and be certain that the overall building and building property maintains a high level of security during the course of the work (both during work hours and during after work hours).

Lien Waivers: The Contractor shall submit lien waivers with each requisition for payment. The Contractor shall not permit any subcontractors, vendors, or workers lien the premises due to the

Contractor's failure to render payment to those parties. A final lien waiver shall be submitted with the final requisition for payment. If a lien is filed against the premises, the Contractor must immediately take action to have the lien removed.

Owner / Management: This term shall be used interchangeably with Owner, Management and/or Owner/ Management. This term indicates the individual, the firm or corporation which owns the premises which has contracted the Architect and the Contractor.

Payment Requisitions and/or Progress Payments: The documents in which the Contractor shall request payment for work performed. The Contractor shall prepare their requests for payment on AIA G702 and 703 applications which shall be submitted to the Architect/Engineer for approval prior to payment being rendered by the Owner/ Management.

Project Timing: The Contractor shall provide in their Bid Form, a time frame to commence the project once written approval and permits are obtained as well as a time frame to complete the contract work. All change orders shall include the number of days in which the change order work shall increase or decrease the project completion date. The Project Timing shall be measured in Calendar days. The Project Timing does not include days lost due to inclement weather (rain, snow or wind) which would prevent the Contractor from working, stoppages due to Owner/ Management or Architect delays in rendering decisions or details for work. The Project Timing shall include any stoppage due to the Contractor's failure to have crews on site, work stopped by the NY DOB due to a violation, failure of the Contractor to obtain materials, equipment or personnel to complete the work.

Punch List: List of outstanding, incomplete, inadequately completed work or tasks which the Contractor is required to perform as part of the contract. The Punch List shall be prepared by the Architect and the Architect shall have final determination when the work noted in the punch list is completed. Final payment to the Contractor will not be reviewed nor released until the punch list is completely satisfied.

Samples: Sample materials shall be provided by the Contractor for review by the Owner / Management prior to commencing any work. The Contractor may be required to provide the Owner/ Management with brick samples, pointing samples, paint samples, stain samples, coating samples, coping stone samples, etc. The Contract documents will specifically denote which products

the Contractor must provide samples to the Owner/ Management for review and approval prior to proceeding. If work commences prior to approval of the samples by the Owner/ Management, the Contractor shall agree to remove and replace the work with approved materials. The cost of this removal and replacement shall be borne by the Contractor.

Schedule: The Contractor shall provide the Owner/ Management and Architect with a schedule for the performance of the work. The schedule shall be updated as the Contractor deems necessary to provide the Owner/ Management and the Architect with the most accurate depiction of the timing for the remaining work.

Schedule of Values: The dollar amount of each line item of work as noted in the Bid form. The summation of the dollar amount of each line item of work noted in the Bid Form shall equate to the lump sum Base Bid quoted.

Shop Drawings: Documents which must be prepared by the Contractor and submitted to the Engineer /Architect for review and approval prior to the performance of the work. Neatly hand drawn or computer-generated drawings are acceptable. Ownership shall be provided a copy of all approved shop drawings.

Storage of Materials: The Contractor shall review the storage of materials with the Building Owner/ Management prior to the commencement of the project. The Owner/ Management may provide the Contractor space in a portion of the building, yard, property to store their materials, equipment and workers staging area. If the Owner/ Management does not provide or grant this area, the Contractor will be required to obtain the appropriate permits to store materials along the sidewalk bridging (if permitted by the NY DOB) or close a travel lane (if permitted by the NY DOT).

Substantial Completion: The date when the Engineer determines that all work (including punch list work) noted in the Contract has been completed by the Contractor.

Temporary Protection: Protection installed by the Contractor during the course of the project in order to protect the building from water infiltration or other detrimental effects due to the Contractors work. The Contractor shall repair any and all damage caused by inadequate or missing temporary protection, at their own cost.

Temporary Shoring: The Contractor will be required to temporary shore all work while it is on- going to be certain that no adjacent masonry becomes loose or damaged due to their work. If necessary, the Contractor shall retain a Professional Engineer or Registered Architect to design the necessary temporary shoring.

Warranty: The Contractor shall provide the Owner / Management with a 5-year Contractor warranty for the work in which the Contractor performs. The warranty will commence from the date of substantial completion or from the date of the final payment requisition, whichever is sooner. The warranty shall apply to work that may or may not be covered by any manufacturer's warranty that may be in effect. The Contractor shall supply all materials, equipment, personnel, materials to perform corrective work that has been deemed by the Architect to be defective or not in conformance with the contract documents. The Contractor shall also provide the Owner/ Management with any and all Manufacturer warranties which may be required by the Contract documents.

Work Hours: The Owner/ Management shall discuss the specifics of the Contractors work hours prior to the commencement of the project. Typical work hours, if approved by the Owner/ Management, would be 8am to 5pm Monday through Friday. If Saturday work is approved by the Owner/ Management, the Contractor will be required to obtain all necessary Saturday Work Permits and post such permits in the entrance doorway. All work on Saturdays, if approved, would be quite in nature as to minimize disturbance to the building tenants. The Owner's Work Rules agreement shall supersede anything noted herein.

Work Permits: The Contractor must file for and obtain a valid New York City Department of Buildings Work Permit. The Work Permit must remain valid during the entire course of the project. This includes during the winter months when the project may be closed down due to inclement weather. The cost of the Work Permits shall be borne by the Contractor.

Workers: The Contractor shall only employ workers that are experienced with the work noted in the Contract. The Workers must all have in their possession at all times while on the job site, their scaffold (hanging and/or supported) identification cards. The Workers must maintain a level of professionalism while on site.

END OF PROJECT DEFINITIONS AND SPECIAL CONDITIONS

BID FORM

For

Structural upgrade & Waterproofing work

at cellar At 1149 Myrtle Ave Brooklyn,

New York

The following section of the Contract Documents shall include procedures and requirements for performing the necessary work.

Project Set-Up Items 1 – 4 : Contractor shall include in their Base Bid pricing for mobilization of equipment, personnel, etc. on site, obtaining and maintaining all required permits, obtaining and maintaining insurance, or staging in order to perform the work safely, constructing, erecting and maintaining temporary barriers and protection. ALL WORK ITEMS LISTED BELOW SHALL INCLUDE MATERIALS AND LABOR THAT IS IMPLICIT AND ANCILLARY THAT ARE TYPICALLY REQUIRED TO COMPLETE EACH WORK ITEM

The Following items are to be included in the Contract:

Work Item	SCOPE OF WORK	QTY	UNIT	UNIT COST	SUB-TOTAL
1.	GENERAL CONDITIONS, MOBILIZATION, INSURANCE, ETC.	1	LUMP SUM		
2.	PEDESTRIAN PROTECTION AT THE BUILDING DURING SIDE WALK RELACEMENT AND FLOOR BELOW REPLACEMENT AS PER PLAN	1	LUMP SUM		
3.	INSTALLATION OF SHORING AS PER RDP REQUIREMENTS. COST SHALL I	2	LUMP SUM		
4.	ALL REQUIRED PERMITS	1	LUMP SUM		
				SUB-TOTAL NO.A	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> -
	Construction Items 1 –13 Included in Contract	QTY	UNIT	UNIT COST	SUB-TOTAL
1.	REPLACE EXISTING WOOD JOIST IN THE CELLAR AS PER PLAN.(LENGTH CAN BE VARY)	39	EACH		
2.	REMOVE THE EXISITNG WOOD/STEEL LOLY	5	EACH		

	COLUMN WITH FOUNDATION AND REPLACE WITH NEW WITH NEW FOOTING AS PER PLAN-A105 (5).				
3.	REPLACE EXISTING WOOD GIRDER WITH NEW W12X14 BEAM SEE. DETAIL A-105 (3)	1	EACH		
4.	REPLACE EXISTING WOOD GIRDER WITH NEW STEEL BEAM W10X15 .SEE DETAIL A-105 (1).	1	EACH		
5.	REPAIR/REPLACE EXISTING BRICK AS REQUIRED	100	SF		
6.	REPLACE EXISTING METAL DECK AND CONCRETE REPLACEMENT AT SIDE WALK AFTER REPLACING THE METAL DECK AND BEAM AT FLOOR LEVEL	2	EACH		
7.	PROVIDE NEW HANGER FOR THE WOOD JOIST.SEE DETAIL A-106 (7).RESET EXISTING WOOD JOIST	12	EACH		
8.	SCRAP & PAINT AND RESET EXISTING C-CHANAL TO REMAIN.SEE A-105(01)	1	EACH		
9.	REPLACE EXISTING STEEL BEAM W10 X15—12 FT LONG APPROXIMATELY	6	EACH		
10.	REPLACE EXISTING WOOD GIRDER WITH NEW STEEL BEAM W10X15 .SEE DETAIL A-105 (1).	1	EACH		
11.	CLEAR AND DEEP PARGING (2" MINIMUM) THE RUBBLE MASONRY FOUNDATION WALL AND PROVIDE WATER PROOFING AS REQUIRED	1	LS		
12.	REPLACE EXSTING 2XC6X4.6 C-CHANAL IN KIND.	2	EACH		

13	ENGINEERING SERVICE FOR LOAD CALCULATION/STRUCTURAL DETAILS SHOP DRW	1	LUMPSUM		
				SUB-TOTAL	_____
					-

				GRAND TOTAL	_____
					-

TOTAL PROJECT COST (WRITTEN OUT): _____

TOTAL NUMBER OF CALENDAR DAYS TO COMPLETE: _____

COMPANY NAME: _____

DATE: _____

AUTHORIZED BY: _____