



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: Department of Parks, Recreation & Forestry

From: Jamie Kucewicz, Buyer

Date: 6/15/16

Subject: GENERAL CONSTRUCTION MAINTENANCE CONTRACT

Bid No.: 212290-002

Effective Dates: Extended through August 31, 2018

Vendor #: 135790

Vendor: S.M. HAYES, LLC
174 Anderson Place
Buffalo, NY 14222

Telephone: 716-955-9273

Contact: Jeff Hayes

Pricing: 8.5% overhead and profit



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR
May 31, 2016

S.M. Hayes, LLC
174 Anderson Place
Buffalo, NY 14222
Attn: Jeff Hayes

Re: Bid #212290-002 – "General Construction Maintenance Contract"

Dear Mr. Hayes:

The County of Erie wishes to extend this agreement for an additional two-year period through August 31, 2018, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the bid specifications. This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

If you do wish to extend the contract, please provide a current insurance certificate, with the certificate holder listed as County of Erie, 95 Franklin Street, Buffalo, NY 14202. The County requires General, Auto and Excess Liability coverage and needs to be listed as "Additional Insured" on those policies. A Worker's Compensation & Employer's Liability Certificate must also be provided, and must be on one of the NYS Comp Board forms C105.2, U26.3 or SI-2.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend No, I do not wish to extend

Company Name: SM Hayes, LLC

Representative (Please print): Melinda Hayes Title: Owner

Signature: [Handwritten Signature] Date: 6/7/16

Sincerely,

[Handwritten Signature]
James D. Kucewicz
Buyer

[Handwritten Signature]
Vallie M. Ferraraccio
Director of Purchase
6/10/2016
DATE



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 24th DAY of AUGUST 2012

by and between: S M HAYES, LLC

of: 174 ANDERSON PLACE, BUFFALO, NY 14222

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on AUGUST 13, 2012 at 3PM

for: GENERAL CONSTRUCTION MAINTENANCE CONTRACT

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum

of: EIGHT.FIVE PERCENT (8.5%)

was the lowest responsible bid submitted, and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 212290-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

XXX _____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

Contractor: S M HAYES, LLC

by _____

Director of Purchase 8/24/2012

by _____

Title Member

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

8/23/12

(date)

Document No.: 12 671 Ac



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
 Division of Purchase
 Attention: CHARLES SAXE, BUYER (716) 858-6336
 95 Franklin Street, Room 1254
 Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 212290-002

OPENING DATE: AUGUST 13, 2012 TIME: 3PM

FOR: GENERAL CONSTRUCTION MAINTENANCE CONTRACT

NAME OF BIDDER: SM HAYES LLC, 174 ANDERSON PLACE
BUFFALO NY 14222

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- X EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE Commitment
- X EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification

(Rev 1/00)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

QUALIFICATIONS-(COMPANY INFORMATION PROJECT EXPERIENCE

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

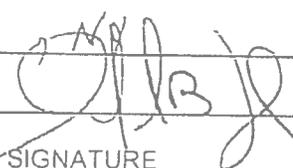
Affirmed under penalty of perjury this 13 day of August, 20 12

TERMS _____ DELIVERY DATE AT DESTINATION 95 FRANKLIN STREET

FIRM NAME SM HAYES LLC

ADDRESS 174 Anderson Place

BUFFALO ZIP 14222

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE JEFF HAYES, Member TELEPHONE NO. 716-955 9273

County of Erie
 DIVISION OF PURCHASE
 BID SPECIFICATIONS

BID NO. 212290-002

Address: County of Erie
 All County Park locations
 listed on Page 2A

Ship Via: N/A
 Date Required at Destination: AS NEEDED

ITEM NO.	QUAN-TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
1			The County of Erie Department of Parks and Recreation is soliciting bids		
			for a two year contract for a General Construction Maintenance		
			Contract commencing September 1 2012 through August 31 2014		
			This will be for work required at all County of Erie Park locations on a		
			"as needed" basis for various structures but not limited to, such as		
			Reservable Shelters and Buildings Comfort Stations and Maintenance		
			and Storage Buildings You will bid your percentage of profit over		
			prevailing wage hourly labor rates not to exceed 15%, including all		
			all benefits and fringes, and cost of materials. Award will be based		
			on the lowest percentage of profit and evaluation of Questionnaire.		
			Required work and skill sets, park locations and other		
			requirements are listed on Page 2A.	8.5%	
			This is a New York State prevailing wage job. Please refer to		
			PRC #2012005562.		

NOTE: Bid results cannot be given over the phone All requests for bid results should be submitted in writing or faxed to

ERIE COUNTY DIVISION OF PURCHASE
 Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #: 716/858-6465

PERCENTAGE OF PROFIT OVER PREVAILING WAGE
 HOURLY LABOR RATES NOT TO EXCEED 15%,
 INCLUDING BENEFITS AND FRINGES, AND COST OF ALL
 MATERIALS IS 8.5 %

NAME OF BIDDER SM Hayes Construction Management Services

Required Work and Skill sets, Park locations and Requirements.

Required work and skill sets. The successful bidder will be required to provide all of the following services:

carpentry, electrical, plumbing, roofing, siding, concrete, masonry & stone work, drywall, painting, overhead doors & controls, lighting, doors & windows, gutters & leaders and life work.

Erie County Park locations:

AKRON FALLS PARK
44 PARKVIEW ROAD
AKRON, NY 14001

CHESTNUT RIDGE PARK
6121 CHESTNUT RIDGE ROAD
ORCHARD PARK, NY 14127

COMO LAKE PARK
2220 COMO PARK BLVD.
LANCASTER, NY 14086

ELLCOTT CREEK PARK
1 ELLICOTT CREEK DRIVE
TONAWANDA, NY 14150

ELMA MEADOWS PARK
1711 GIRDLE ROAD
ELMA, NY 14059

EMERY PARK
2084 EMERY ROAD
SOUTH WALES, NY 14139

GROVER CLEVELAND GOLF
3781 MAIN STREET
AMHERST, NY 14226

ISLEVIEW PARK
796 NIAGARA STREET
TONAWANDA, NY 14150

SPRAGUE BROOK PARK
9674 FOOTE ROAD
GLENWOOD, NY 14069

WENDT BEACH
7676 OLD LAKE SHORE ROAD
DERBY, NY 14047

BENNETT BEACH
8276 OLD LAKE SHORE
ANGOLA, NY 14006

BUREAU OF FORESTRY
11929 WARNER GULF ROAD
EAST CONCORD, NY 14055

Requirements:

Your company must complete the enclosed "Experience Questionnaire" found on pages EQ-1 thru EQ-6 and return with your bid.

You must be a licensed General Contractor and have at least 5 years of business and construction experience to qualify.

The successful bidder, when submitting your company invoice for payment, must also provide a breakdown by trade the number of labor hours for completing the job and also submit all supplier invoices showing itemized material purchases by quantity and cost. All invoices may be subject to County audit and all invoices shall be submitted at the time that each project is completed.

Once contacted, the successful bidder must be able to meet on location at the site of work to be done within (5) work days to discuss the scope of work. Once the County provides confirmation to begin the work, vendor must be able to start the work within (10) work days. Should these terms and conditions not be met, or, the winning bidder cannot meet the workload, the County then reserves the right to award to the next lowest responsive bidder.

Projects will be subject to available funds. Scope of work is estimated at an aggregate amount of \$300,000.00.

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract

County of Erie
DIVISION OF PURCHASE

Page 4 of 6 Pages

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate. Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered
- (b) Descriptive literature of item offered, for evaluation
- (c) List of installations in Erie County of the item offered
- (d) List of other installations

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

County of Erie DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT

a. At its option the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid

31. STATUS AS AN INDEPENDENT CONTRACTOR. The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie

(Rev. 04/09)

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME SM HAWKS, LLC

ADDRESS OF PRINCIPAL OFFICE STREET 174 Anderson Place

CITY BUFFALO

AREA CODE 716 PHONE 955-9273 STATE NY ZIP 14222

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

LLC (Limited liability corporation)
INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES NO

TRADE NAMES: General Contractor

ADDRESS OF LOCAL OFFICE STREET 174 Anderson Place

CITY BUFFALO

AREA CODE 716 PHONE 955-9273 STATE NY ZIP 14222

NAMES AND ADDRESSES OF PARTNERS:

Melinda Hawks 174 Anderson Place Buffalo, NY 14222

Jessie Hawks 174 Anderson Place, Buffalo, NY 14222

