



**WAYNE - FINGER LAKES**  
Board of Cooperative Educational Services

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To: School Business Officials  
Facilities Directors  
Buildings & Grounds Directors

From: Linda McClean

Date: February 19, 2019

Re: WFL 2019-52 Cooperative General Construction Services Bid

The Wayne-Finger Lakes BOCES Cooperative Bid Committee has reviewed and awarded the General Construction Services bid to **Frank J Marianacci, Inc.** of Bloomfield NY who met all the terms of the specifications and offered the net lowest cost to the participants. Vendor Contact information:

**PRIME VENDOR:**

**Frank J Marianacci, Inc.**

Bob Matthews – Regular & Emergency Contact

6905 Route 5 & 20

Bloomfield, NY 14469

Phone: 585-657-6186; Fax: 585-657-4426; Cell: 585-734-7157

Email: bob.fjm2@frontiernet.net

Reference bid number **WFL 2019-52** and your PRC number (located on the upper left-hand side of your Prevailing Wage Schedule – attached) on all Purchase Orders. **This bid is in effect until September 30, 2019.**

This bid was designed to award to a Prime and a Second vendor. *This particular bid was only awarded to a Prime Vendor due to the other bids received being non-responsive.* Anywhere in the body of the information below (or attached document) where it refers to a Second Vendor does not pertain to this bid. Therefore, in the sections noted as “Second Vendor”, district will go off contract for this project only.

<b>General Conditions Highlights</b>
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**SERVICE REQUIREMENTS:**

General Contractor shall ***furnish all labor, supervision, tools, equipment, transportation and insurance necessary to complete a variety of construction assignments as required by the Participants’ Main Contact for this contract or his Designee related to but not limited to building repairs, renovations and/or emergency services.***

These projects tend to be of a small nature but varied in type and do not fall within the bidding limits as set by New York State General Municipal Law 103. Typically, these projects tend to be of a short timeframe and do not lend themselves to the bidding process. In an effort to comply with the Participants’ Purchasing Policy, General Municipal Law 104b and keep the needs of the Participants flowing, the Participants will contract with one or more companies to complete the aforementioned projects on an as needed basis.

General Contractor labor force shall have the ability to read and understand building blueprints, plans and sketches.

The General Contractor shall be able to ***respond to requests for job estimates within two (2) working days upon notification.*** The time used for inspecting and developing estimates are at

the Contractor's expense. The Contractor shall provide "not to exceed" written estimates for each work project prior to commencement of any work. Estimate shall include:

- Total cost (Labor)
- Breakdown of cost (Labor-number of men, number of hours)
- Special equipment needs
- Other special conditions
- Specify what work to be done

Number of days to complete the work and the number of days needed to start the job after receiving authorization from Participant(s).

Note: any specialized equipment which is rented by the Contractor for use on a project and is intended to be billed as a direct charge shall be identified on the initial Short Term Contract/Quotation Form and shall be charged to the Participant(s) at the actual cost to the General Contractor plus the percent mark-up over the Contractor's cost as per the proposal page.

All work shall conform to Federal, State, County and local codes, rules and regulations. The Contractor shall be responsible for obtaining all necessary permits before any work is started.

Workers shall wear proper attire for the work being performed, including appropriate personal protective and safety equipment, provided by the General Contractor at their own expense.

The General Contractor shall coordinate with other trades performing work on designated projects (i.e.) electricians, plumbers, etc. if necessary. Participant(s) shall perform overall scheduling and phasing when other trades are involved.

All services and repairs shall meet with the approval of the authorized Participants' representative. Should any repair work be performed without authorization, payment shall not be made. Upon award, the contractor shall be supplied a list of authorized Participant representatives.

All work shall be performed in a safe manner with the approval of OSHA and PESH and Participants safety requirements.

All work under this contract shall have a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, caused by workmanship or installation.

#### **TRAVEL TIME:**

All labor shall be billed from the time bidder's employee arrives at; to the time he departs from the Participant's job site. Participants will not accept nor authorize payment for travel time or expenses of service personnel to any of the locations. The only billable time will be for service work performed.

#### **WARRANTY:**

The Contractor shall warranty all work performed for a period of one year upon completion of the work. Any repair or replacement for any and all failures within that period will be at the expense of the Contractor. Materials provided by the Contractor shall carry material manufacturer's standard guarantee.

The Contractor shall warranty all work performed for a period of one year.

All work under this contract shall have a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, caused by workmanship or installation.

#### **Unplanned Work/Service Calls:**

Shall be provided during and after normal work hours, twenty four (24) hours a day, 7 days a week, including holidays. Response time for this type of service call shall not exceed four (4) hours unless predetermined with an authorized Participant(s) Representative. Contractor shall only perform

General Construction service work, which is required. Repairs shall be performed only with the authorization of the Participant's Main Contact or his Designee. ***Should any repair work be performed without authorization payment will not be made.***

**Emergency repairs** – an emergency shall be determined by the bid Participant Main Contact or Designee. Repairs of this nature would restore or correct an emergency arising out of an accident or other unforeseen occurrence or conditions whereby circumstances affecting public buildings, public property, the life, health safety which require immediate action that cannot await competitive bidding (or competitive offering), where participants property or the life, health and safety of participants inhabitants are affected.

When the bid Participant Main Contact or Designee informs the Contractor that emergency repair service is required, the Contractor must take whatever steps are necessary to expedite work. ***Required response time is four (4) hours*** from notification by authorized bid Participant Main Contact or Designee.

Within forty eight (48) hours of being contacted by the Participant, contractor must provide an email with amount for the service and a completed Short Term Contract form; details of the cost are not needed at this time.

**Invoice** – Contractor shall submit an invoice indicating day and hours worked, equipment serviced; along with any supporting documentation required for materials/supplies and/or Subcontractor along with the Certified Payrolls; this information must be included or invoice will not be processed for payment. All labor and material shall be invoiced and paid, as bid on the proposal pages.

**Contract Process** - Once all the awards are made, the Participant(s) will contact the Prime vendor when a project comes up. The two parties will meet, discuss the project and establish all of the necessary criteria. The Participant(s) will then supply the vendor with a "Short Term Contract/Quote Form" (copy enclosed) detailing the projects requirements, start and end date as well as any other pertinent information. The vendor will insert a totally inclusive price for the project in the appropriate place, include or attach a breakdown separating labor and materials, then sign and return the form to the Participant(s) within two (2) working days (for non-emergency work). If the Participant(s) feels the quote is in line with its estimate, they will issue a purchase order to the vendor. The vendor should use the purchase order as a notice to proceed.

Should the Participant(s) deem the quote to be in excess of what the Participant(s) is willing to pay for that particular project, the Participant(s) reserves the right to reject the quote and go Second Vendor and request a quote for the same project scope & time frame.

Or if the Prime vendor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform emergency work, the Participants reserve the right to go to the Second Vendor for that particular project only.

If the Prime and the Second do not return the Short Term Contract/Quote Form within the timeframe required, not available when contacted to perform emergency work, or quotes are in excess of what the Participant(s) is willing to pay for the particular Project, the Participants reserve the right to go outside the contract for that particular project only.

The Participant(s) will always give the Prime vendor the opportunity to perform the service, unless a pattern of non-responsiveness is shown, at which time the vendor's contract may be terminated and the Second vendor shall become the Prime.

**Note:** No work is to proceed or materials ordered until such time as a purchase order is received by the vendor for each specific project.

**Changes** - If changes in the work are required, they will be directed in writing by field order. In the event a change requires adjustment in costs, the following methods may be used:

- a. Agreed upon lump sum
- b. Verified cost for time and materials, plus a mark-up of 10% overhead and 10% profit.
- c. Processed with work and review at later date
- d. In no event may the contractor stop the work due to an inability to arrive at an agreed upon method of billing, but must proceed "under protest".

If you have any questions or comments, please contact me at (315) 332-7458.

Enclosures