**NOTICE TO BIDDERS**

The Village of Allegany is requesting sealed bids for:

**Request for Proposals**

**Design/Build Project**

**Allegany River Skate Park**

**West Union Street, Allegany, NY 14706**

NOTICE IS HEREBY GIVEN that sealed proposals for furnishing all materials, equipment, and labor required for the subject project, will be received and considered by the VILLAGE OF ALLEGANY Board of Trustees up until 3:45 PM on Monday FEBRUARY 6, 2023, at the Municipal Building, 106 E. Main Street, Allegany, NY 14706. At 4:00 PM at the Board of Trustees board meeting they will be publicly opened and read aloud.

It is the intent of the Village of Allegany to identify a qualified firm to provide skatepark design services including architectural, engineering, cost estimating and construction services to take the project from planning and design through construction.

The scope of the project is to ultimately construct a custom cast-in-place, in-ground concrete skate park. Final size to be determined during the design process. Budget amount is $250,000. An additional $50,000 is provided for sustainable/environmental features and practices as outlined in the Built to Play Skatepark Grant Agreement between the Greater Olean Community Foundation DBA Cattaraugus Region Community Foundation and the Skatepark Project. See section 4 of the Built to Play Skatepark Grant agreement. The skatepark site is located at the Allegany River Park on West Union Street, Allegany, NY 14706.

Copies of the Bid Documents may be obtained at the office of the Village of Allegany Municipal Office, 106 E. Main Street, Allegany NY 14706 or via the village website [www.allegany.org](http://www.allegany.org).

The right to reject any and all bids, to waiver any inconsistencies in, or to make any award to other than the low bidder, should it be deemed to be in the best interest of the Village of Allegany, and in accordance with the law, are herewith reserved.

Each proposal must be accompanied by a bid bond in the amount of ten percent (10%) of the total bid price, conditioned that, if the proposal is accepted, the Contractor will enter into a contract for the same, and will execute any such further security as may be required for the faithful performance of the contract.

Proposals are to be submitted on the forms provided in the Contract Documents. Bids must be sealed in an envelope marked “BID DOCUMENTS”, project name, bidder’s name and address, date and time of opening.

**SCOPE OF WORK**

1. Introduction/Project Background:

The Village of Allegany (the Village) is seeking proposals for a design/build project. It is the intent of the Village to identify a qualified firm to provide skatepark design and construction services including architectural, engineering, cost estimating and construction from concept through construction for a complete and operational skatepark. The intent of this RFP is to secure a contract with a qualified and competent contractor with experience in concrete skateparks. The Village is issuing this request for proposals (RFP) as the owner of existing and proposed facilities.

Total available funds for the project $250,000 for the skatepark plus $50,000 for sustainable/environmental features as described in the Built to Play Skatepark Grant Agreement.

1. Location:

The project site is located within the existing Allegany River Park at West Union Street. The skatepark must function in concert with the other park elements (in terms of circulation, theme and visually).

1. Project Participants / Funding Partners

The Allegany River Skate Park committee is partnering with the Village of Allegany on all aspects of the skatepark’s contractor selection, design and construction.

The Skatepark project is the principal program partner, having provided a grant in the amount of $250,0000 through its Built to Play Skatepark Grant Program. The Skatepark Project has provided a second grant in the amount of $50,000 through its Environmental Impact Award. The Environmental Impact Award is targeted towards elements such as green stormwater infrastructure, reclaimed concrete material, educational signage, shade trees, benches and other items approved by the Skatepark Project. These environmental/sustainable features/practices require approval from staff of the Skatepark Project before construction begins.

1. Scope of Work

At a minimum, the following scope items should be addressed in the proposal. Firms should draw from their experience and expertise to expand on items to be considered or provide alternatives that will build the best value skatepark. Contractor’s proposal shall provide all material, labor and equipment to perform the following:

1. Skatepark Theme and Design Approach
2. A concrete skatepark that is suitable for all levels of riders
3. A design that is visually and functionally integrated into the immediate surrounds of the existing park
4. A design that reflects Allegany’s sense of place
5. An overall design that reflects the skatepark’s context in the Village Park, within the Village and Town and in WNY region as a whole
6. A design that takes advantage of the Environmental Impact Award to fund processes and design features that lessen the environmental impact of the skatepark as outlined in the Built to Play Skatepark Grant Agreement.
7. Scope of Work

Task 1-Meetings

1. Kick – off meeting

The Contractor shall facilitate and lead an on-site kick-off meeting with the skatepark committee, Village Board representative and an Engineering Department representative. The Kick-off meeting should be held withing two (2) weeks of contract execution.

1. Design Charrettes

The Contractor shall facilitate and lead two (2) public design charrettes to be held in a facility arranged by the Village of Allegany. The purpose of the 1st design charrette (kick-off meeting) is to introduce the project to the general public and begin to seek public input on theme, design ideas, and vision for the skatepark. The Contractor is responsible to provide presentation materials, base maps, and initial concept drawings for public review/input. The purpose of the 2nd design charrette is to continue the participatory process after the preliminary design has been submitted.

1. Committee Meetings
2. The design scope of work shall include at least two (2) additional presentations/meetings (including kick-off meeting) with the Skatepark Project Staff and/or Village Board after the first public charrette and before acceptance of final design, which shall consist of Skatepark Project Staff, Village board representatives and Engineering Department representative. All meetings except the kick-off meeting may be held remotely.

Task 2-Preliminary Design

The Contractor shall work with the Skatepark Project Staff to complete the preliminary design of the skatepark. The Skatepark Staff will need to sign off on the sustainable features. The contractor shall provide the Committee with a preliminary design that at a minimum, includes the following:

1. Conduct research, collect and assemble engineering and other data necessary to design and construct the Project. Including but not limited to location, topography, and geotechnical data; utility / roadway location and easement; and environmental / historical data. Assessment of anticipated environmental permitting.
2. The Contractor shall field verify the location and availability of existing utilities.
3. Investigate the site to ascertain the general and local conditions that can affect the work or its cost. Contact the Village’s point of contact above to arrange site access.
4. Design Report, which should include at a minimum:

* Coversheet, table of contents, preliminary design plans.
* Description of location and existing conditions.
* Location-specific recommendations based on best practices, opportunities and/or constraints posed by options, and preliminary engineering and cost considerations
* Program recommendations linking back to input received from the 1st community design charrette
* Design recommendations
* Preliminary construction cost estimates
* Construction sequencing
* Identified engineering, construction, legal and funding constraints
* Proposed methods to incorporate sustainable/environmental features, educational signage relating to sustainability, and a detailed budget for the costs related to sustainability.
* Signed and sealed by a NYS licensed professional engineer

1. The design shall accommodate all ages, abilities and skill levels with a transitional park design. The skatepark design should also accommodate multiple users at once.
2. The design should facilitate skate in / out features and primarily serve skateboarders, as well as inline / roller skaters. The design shall incorporate the principles of universal design to the fullest extent possible.
3. The design should connect the skate park to the existing Village Park facilities and surrounding trail system and take advantage of the existing landscape whenever possible
4. Integrate “green” stormwater infrastructure in a way that not only protects water quality but also serves as a habitat creation, recreational connectivity and a unique gathering spot for users of the skatepark and Village Park in general
5. A preliminary stormwater pollution prevention plan (SWPPP) prepared the “Blue Book” standards for stormwater management.
6. Site lighting. Portions of the Village Park are currently lit until approximately 11:00PM. The Skatepark design shall accommodate the future lighting for both use of the skatepark after dark and security lighting for the immediate surroundings of skate-park oriented seating and paths. To be shown as an alternate.
7. The Contractor shall submit preliminary plans and specifications for review by the Skatepark Project Staff and consultant. Submit two (2) hard copies sets in addition to PDF format. Preliminary Design plans shall include plans, sections, elevation, 3D views, typical details and diagrammatic layouts as required to describe the size, character and design intent of the Project. Preliminary Design specifications shall identify the major materials and systems and establish the level of fit and finish for the Project.
8. Review meeting with The Skatepark Project Staff to review preliminary plans and specifications.

Task 3. Final Design

1. Respond to review comments
2. Submit permits/legal documents-prepare any permits/legal documents and environmental review (SEQR/SHPO) that are required for construction.
3. Submit final plans, specifications, project manual and cost estimate.
4. Submit environmental impact design including detail items, amounts and costs.
5. Submit construction cost estimates
6. Submit construction schedule
7. Provide subcontractor agreements!!

Task 4. Permits, Licenses and Insurance

The Contractor shall obtain all appointments, licenses, permits and insurance required for performance of work and for complying with all applicable Federal, State and local laws and regulations. Evidence of such permits and licenses shall be provided to the Town and Village Engineer upon request.

Proof of Insurance is required in the following amounts:

1. Worker’s Compensation and Disability Benefits with coverage to the statutory limits as required by the laws of the State of New York in sufficient limits to discharge obligations under all applicable state Worker’s Compensation laws, and where applicable, the United Stated Longshoremen and Harbor Workers Act, the Jones Act and Admiralty or Maritime Law.
2. Employer’s Liability Insurance, including occupational disease coverage, in the amount of at least $1,000,000
3. Commercial General Liability Insurance providing coverage for the Contractor for legal liability and customarily covered expenses for bodily injury and property damage with respect to the work under this contract, in the amount of at least $1,000,000
4. Comprehensive Automobile Liability insurance in the amount of at least $1,000,000 Combined Single Limit and shall include the MCS-980 Sudden and Accidental Pollution endorsement.
5. Owner’s Protective Liability Insurance providing coverage for the Owner as the names insured for legal liability, in the amount of at least $1,000,000 per occurrence and $1,000,000 in the Aggregate.
6. Umbrella Coverage/Excess Liability Insurance providing coverage for the Owner and the Contractor for costs in excess of the limits set forth above so that the total aggregate limit of liability under the primary and umbrella policies is not less than $1,000,000
7. Owner, Engineer, and all others required shall be named as additional insured on all previously mentioned insurance policies
8. Proof of the insurance requirements previously listed shall be submitted to the Engineer for review and approval, prior to the commencement of any work

Task 5. Construction Phase

As applicable, during the construction phase, the Contractor and Subcontractor(s) personnel shall:

1. Provide required documents including but not limited to proof of insurance, bonds, contracts, permits
2. Provide contact information for their project manager and construction superintendent
3. Review and approve shop drawings
4. The Contractor shall notify the Village of Allegany (7) days prior to start of work
5. Coordinate pre-construction conference
6. Ensure continuity of facilities existing operations. Schedule work to minimize interference with normal operations of the Village Park.
7. Provide construction control, layout and testing
8. Provide quality control inspection and testing
9. Coordinate weekly project status meetings between the Owner and the on-site construction foreman
10. Contractor and subcontractor personnel shall, at all times wear company identification
11. Safety. During the execution of this contract, the Contractor shall conform to the rules and regulations as set forth by OSHA Safety and Health Standards, 29 CFR Part 1926-Safety and Health Regulations for Construction.
12. Recycling and Disposal of Refuse. Refuse, excess or waste materials resulting from construction operations shall become the property of the Contractor and shall be recycled and/or disposed of off-site or as otherwise specified in the Scope of Work. All disposals shall be done in accordance with applicable federal, state and local laws and regulations
13. Prepare and submit within 60 days of completion “As Built” drawings in sufficient detail to meet the requirements of the Village.
14. Prepare and submit project deliverables including daily inspection reports, testing reports, O & M manual, project photos, etc
15. Perform final walk-through with Owner
16. Address all punch-list prior to final turn over to the Village
17. Tentative Project Schedule:

The proposal shall include a schedule starting from the point of project execution through completion of construction, including meetings, milestone deliverables, review periods and key construction milestones. Due to funding commitments, the anticipated schedule shown below must be complete by November 30, 2023.

* RFP Issued FEBRUARY 6, 2023
* Mandatory Pre-Bid Meeting February 13, 2023-2:00pm
* Optional Site Visit February 13, 2023
* Requests for Information(written) February 16, 2023
* Proposals Due March 13, 2023
* Interviews of short-listed firms(t.b.d) March 30, 2023
* Village Board award and notice to proceed April 3, 2023
* Charrettes (proposed by selected firm)
* Preliminary Design Phase (proposed by selected firm)
* Final Design Phase (proposed by selected firm)
* Construction Start (weather permitting) June 1, 2023
* Construction Complete (include final punch list) November 30, 2023

1. Project Budget

The total project budget is not to exceed a total of $300,000 inclusive of design, construction and construction management. $250,000 for skatepark planning, design and construction of the skatepark facility, and $50,000 for planning, design and construction of sustainable/environmental features and practices as outlined in the Built to Play Skatepark Grant Agreement between the Greater Olean Community Foundation DBA Cattaraugus Region Community Foundation and the Skatepark Project. See section 4 of the Built to Play Skatepark Grant agreement.

The proposal shall include a lump sum cost for design phases broken down by the major scope tasks identified above.

1. Selection Process / Selection Committee

Based on the content of the proposals received, the local selection (comprised of individuals representing the Skatepark Committee and Village Board) will review the proposals against the selection criteria in Section VIII. At that time the Selection Committee will determine if interviews will be held with short-listed firms.

At a minimum, proposals shall include:

1. Cover Letter. Including the author’s authority to undertake the work and identifying all subconsultants and subcontractors
2. Technical approach to complete the Scope of Work in Section IV.
3. Proposer’s anticipated project schedule. Including rationale for deviations from the tentative project schedule presented in Section V.
4. Project budget per section VI. Please see Instructions to Bidders and complete the attached bid forms.
5. Qualification of individuals to be assigned to Allegany’s project. Including a 1-2 page resume of key individuals (project manager(s), Designers, Civil lead, etc.) and an organizational chart including all subconsultants
6. Qualifications of prime consultant and key subconsultants. Including 3-5 project histories of similar skatepark design-build projects similar in nature and size as Allegany’s and in similar climatic area. Project descriptions shall include size, currently available client reference, and design and construction costs.
7. Selection Criteria:
8. Attendance at Site Visit 5%
9. Completeness of Proposal and Responsiveness to RFP 10%
10. Clarity and brevity of proposal
11. Ability to communicate Project Understanding and Technical Approach
12. Expertise of Firm and Personnel 20%
13. Individual team members’ experience on related projects
14. Individual team members’ qualifications

1. Capacity of Firm 20%
2. Demonstration of Firm’s ability to meet schedule and time commitments
3. Record of Past Performance of Firm 15%
4. Demonstrated experience working with local committees and community stakeholders
5. Demonstrated technical quality, schedule performance, change order history, cooperation with owner/clients
6. Evidence and details of previous environmental and sustainable design and practices.
7. Creativity 10%
8. Demonstrated history of innovation
9. Proposal demonstrates a design that is: tailored to the site and locale, incorporation of green infrastructure elements, connectivity between skatepark, Village Park and trail
10. Evidence of involvement of local companies (civil design, survey, materials and construction)
11. Budget and Schedule 20%
12. Breakdown of project costs
13. Total project cost vs. skatepark size and features
14. Demonstrated ability to meet project schedule and milestones

**INSTRUCTIONS TO BIDDERS**

Proposals shall be accompanied with the following documents:

1. Bid Form
2. Bidders Questionnaire
3. Legal Status Information
4. Non-Collusive Bidding Certification

The contract shall be between the Contractor and:

Village of Allegany

106 E. Main Street

Allegany, NY 14706

Proposals shall be submitted to the Village of Allegany at:

Skatepark Committee

Village of Allegany

106 E. Main Street

Allegany, NY 14706

Phone: 716-373-1460

Email: [jenicide50@yahoo.com](mailto:jenicide50@yahoo.com)

Please direct any questions about the Scope of Work to the Skate Park Project Committee-Jennifer Delong [jenicide50@yahoo.com](mailto:jenicide50@yahoo.com)

ALL PROPOSALS SHALL BE DELIVERED TO THE VILLAGE OF ALLEGANY AT 106 E. MAIN STREET, ALLEGANY, NY 14706 ON OR BEFORE 11:00 AM PREVAILING TIME ON FRIDAY, JANUARY 13, 2023.

Forms received with the Digital Distribution Set markings will not be accepted. Copies of the Request for Proposals documents may be obtained at the Village of Allegany Municipal Office, 106 E. Main Street, Allegany, NY 14706 or by contacting the Village Clerk at [kroth@allegany.org](mailto:kroth@allegany.org)

**VILLAGE OF ALLEGANY**

**ALLEGANY RIVER PARK PROJECT**

**Bid Form**

Proposal of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called “BIDDER”), organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. To Village of Allegany (hereinafter called “OWNER”).

BIDDER agrees to perform al the work described in the RFP for the following unit or lump sum prices:

NOTE: The Village of Allegany is exempt from sales and compensating use taxes of the State of New York and cities and counties of the State of New York on all materials sold to the Owner. These taxes are not to be included in this Bid.

ITEM DESCRIPTION UNITS QUANTITY COMPLETION DATE TOTAL

1 Task 1: Meetings LS 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

2 Task 2: Preliminary Design LS 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

3 Task 3: Final Design LS 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

4 Task 4: Permits, Licenses LS 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

& Insurance

5 Task 5a: Construction LS 1 October 31, 2023 \_\_\_\_\_\_\_\_\_\_\_\_\_

6 Task 5b: GSDS LS 1 October 31, 2023 \_\_\_\_\_\_\_\_\_\_\_\_\_

7 Task 5c: Deliverables- LS 1 October 31, 2023 \_\_\_\_\_\_\_\_\_\_\_\_\_

Project Closeout

**TOTAL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

TOTAL AMOUNT OF ALL BID PRICES: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Number)

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(Written)

Respectfully submitted:

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Name of the Contractor Street Address

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Signature City, State and Zip

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Title Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

License Number (if applicable)

SEAL – (if BID is by a Corporation)

**BIDDER’S QUESTIONNAIRE**

**VILLAGE OF ALLEGANY**

**ALLEGANY RIVER PARK PROJECT**

Submitted By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Which is:

\_\_\_\_\_\_\_\_ A corporation \_\_\_\_\_\_\_\_\_\_\_ A Co-Partnership \_\_\_\_\_\_\_\_\_\_\_ An Individual

Principal Office Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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By filling out this Questionnaire, the Bidder acknowledges that the information contained below is true and accurate.

**Part 1 – General Bidder Information**

1. How many years has your organization been in business as a contractor under your present business name?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. How many years of experience in Skate Park Design and Construction work has your organization had:
   1. As a Designer & General Contractor \_\_\_\_\_\_\_\_ b. as a Sub-Contractor \_\_\_\_\_\_\_\_\_
3. What similar projects has your organization completed? (List at least three)

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Construction Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Construction Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Construction Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attach additional information with this Questionnaire if necessary.

1. Has your company ever failed to complete any work awarded to you? \_\_\_\_\_\_\_\_\_\_\_

If so, where and why?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Has your company been issued a Notice of Termination on any work awarded to you? \_\_\_\_\_\_\_\_

If so, where and why?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? \_\_\_\_\_\_\_\_\_\_

If so, state name of individual, name of owner and reason thereof.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In what other lines of business are you financially interested?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. For what corporations, individuals, towns, villages or cities have you performed work within the last 5 years? (Please provide references)

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Construction Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(provide references and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact information) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Construction Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(provide references and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Construction Cost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Completion: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(provide references and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attach additional information with this Questionnaire if necessary.

1. What is the construction experience of the principal individuals of your organization?

Individual’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Company Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years of Construction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Experience: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Types and Magnitude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of work completed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Individual’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Company Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years of Construction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Experience: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Types and Magnitude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of work completed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Individual’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Company Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years of Construction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Experience: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Types and Magnitude \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

of work completed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attach additional information with this Questionnaire if necessary.

**Part 2 – Project Specific Questions**

Question:

1. Does your organization have professional personnel and design expertise to Y N

complete the project design such that construction can begin May 1, 2023?

1. Does your organization have or work with a professional engineer licensed to Y N

work in New York State?

1. Does your organization have adequate personnel and equipment to complete Y N

The construction of the project October 31, 2023?

1. Does your organization have experience with Prevailing Rate and Certified Y N

Payroll?

1. Does your organization carry adequate insurance policies for municipal work? Y N
2. Does your organization have experience designing and installing skate parks? Y N
3. Does your organization have similar skate park projects is size and scope in Y N

New York?

1. Is your organization capable of meeting all design and construction deadlines? Y N
2. Does your organization have experience with grading, leveling and survey Y N

equipment?

1. Does your organization have properly trained personnel to layout the proposed Y N

work?

1. Does your organization have property trained personnel experienced with Y N

the installation and finishing of concrete?

1. Does your organization have property trained personnel experienced with Y N

the installation of skate park equipment?

1. Does your organization have experience with permitting and environmental Y N

review?

1. Does your organization have experience locating underground utilities? Y N
2. Does your organization have experience with preparing record drawings and Y N

operation and maintenance manuals?

***LEGAL STATUS INFORMATION***

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

**FIRM NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRINCIPAL OFFICE:**

Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Area Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LOCAL OFFICE:**

Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Area Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACT TO BE SENT TO:** Principal Office: \_\_\_\_\_\_\_\_\_\_\_ Local Office: \_\_\_\_\_\_\_\_\_\_\_

**CHECK ONE:** Corporation \_\_\_\_\_\_\_\_\_\_\_\_ Partnership \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Individual \_\_\_\_\_\_\_\_\_\_\_\_

(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\_\_\_\_\_\_\_\_\_ Not Applicable \_\_\_\_\_\_\_)

**TRADE NAME**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAMES AND ADDRESSES OF PARTNERS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME, TITLE AND ADDRESSES OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF PROPOSER:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of the 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 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 with 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.

Resolved that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of Corporation Officer) be authorized to sign and submit the bid or proposal of this corporation for any or all phases of the following project:

Village of Allegany

Allegany River Skate Park Project

And to include in such bid or proposal the certificates as to non-collusion required by Section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

………………………………………………………………………………………………………………………………………

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at a meeting of its Board of Directors held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (Corporation) (Date)

Affix Corporate Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secretary

RESPECTFULLY SUBMITTED,

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name and Address of Bidder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature & Title of Authorized Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date

*AGREEMENT/CONTRACT REQUIREMENTS*

1. BID DEPOSIT

For a bid amount of $10,000 or LESS a certified check for Five Hundred dollars ($500) must be submitted with the bid. For a bid amount GREATER than $10,000 a BOND or certified check for ten percent (10%) of bid amount must be submitted with the bid. The undersigned agrees that the bid security may be retained by the Village of Allegany until contracts have been signed and Performance Bonds have been delivered to the Village of Allegany. Should the successful bidder to whom the bid is awarded fail to execute the agreement submitted by the Village of Allegany in accordance with the formal bid and other contract documents and to furnish the required performance bond within fourteen (14) calendar days after the notice of award, the certified check or the bid bond amount shall be forfeited to the Village of Allegany as liquidated damages caused by such failure.

1. PERFORMANCE AND PAYMENT BOND

The successful bidder or bidders shall, within two weeks after notice of the award, enter into a contract with the Village of Allegany and furnish a performance and payment bond running to the Village of Allegany in the amount of one hundred percent (100%) of bid amount, which will be retained until completion of the contract. The Performance and Payment Bond must be in a format acceptable to the Village of Allegany Attorney.

1. BID FORM

Bid shall be submitted on these Village of Allegany 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.

1. CHANGES

Any change in wording or interlineation by a bidder of the inquiry as published by Village of Allegany 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.

1. INFORMALITIES

The Village of Allegany may consider informal any bid not prepared and submitted in accordance with the provisions hereof & may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

1. BID TIME

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

1. INVESTIGATIONS

The Village of Allegany may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Village of Allegany all such information and data for this purpose as the Village of Allegany may request. The Village of Allegany reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Villager of Allegany that such bidder is property qualified to carry out the obligations of the contract and to complete the work contemplated therein.

1. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the Village of Allegany.

1. CONTRACT AWARD

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.

1. EXECUTORY CLAUSE

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 Village of Allegany and appropriated therefore, and no liability on account thereof shall be incurred by the Village of Allegany beyond the monies available and appropriated for the purpose thereof.

1. PRICES

Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in the specifications. “Tailgate Delivery” will not be accepted unless specified by the Village of Allegany.

1. TRANSPORTATION CHARGES

Collect transportation charges will not be paid by the Village of Allegany. All freight, cartage, rigging, postage or other transportation charges shall be prepaid.

1. TAXES

No taxes are to be billed to the Village of Allegany. Bid shall no 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. Any applicable taxes from which the Village of Allegany is not exempt shall be listed separately as cost elements, and added into the total net bid.

1. COMPLIANCE WITH LAWS

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 or regulatory body which may apply to its performance under this contract.

HAZARD COMMUNICATION in complying with the above laws, rules and regulations and pursuant to 12 NYCRR part 820 and Section 876 of the Labor Law, it is the responsibility of the Village of Allegany to provide the successful bidder with the following information:

1. The material safety data sheets (MSDS) for any hazardous chemicals to which employees may be exposed will be made available.
2. The telephone numbers of plant personnel who are to be contacted in the event of a chemical spill or accident and
3. Emergency procedures in the event of a fire or spill

MATERIAL SAFETY DATA SHEETS The successful bidder shall be responsible for the provision of the MSDS to the Village of Allegany prior to introducing hazardous materials onto the site, insuring compliance before work is started and disseminating any information to the Village of Allegany employees concerning significant chemical hazards that the successful bidder is bringing to the Village of Allegany’s workplace. The MSDS’s will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These MSDS’s will be maintained by the Village of Allegany as long as those materials are present. It is the responsibility of the successful bidder to train its own employees.

1. CONTRACT ASSIGNMENTS

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Village of Allegany Mayor.

1. CASH DISCOUNT Any cash discount which is a part of a 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 Village of Allegany policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Village of Allegany will take the discount when payment is made. If this is unsatisfactory, please quote net. The Village of Allegany will not pay any interest charges.
2. ALTERNATE ITEMS

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:

1. 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 Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
2. Descriptive literature of item offered, for evaluation.
3. List of installations in Village of Allegany of the item offered.
4. List of other installations.
5. ADDITIONAL INFORMATION

Any additional information which bidder desires to add to the bid shall be written on a specific sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

1. WORKMANSHIP

Workmanship must meet with the approval of the department head or heads 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 detects. Anything found defective or not meeting specifications, no matter in what state of completion, may be rejected and shall be made good by the contractor at his own expense.

1. HOLD HARMLESS

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Village of Allegany 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.

1. BID VALIDLY

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 60-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 Clerk of The Village of Allegany. Upon withdrawal of the bid pursuant to this paragraph, the Village of Allegany will forthwith return the bidder’s security deposit.

1. CONTRACT INTEREST

No official, or employee of the Village of Allegany, who is authorized in such capacity, and on behalf of the Village of Allegany, to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the Village of Allegany who is authorized in such capacity, and on behalf of the Village of Allegany, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

1. OTHER CUSTOMERS

Prices charged to the Village of Allegany are to be no higher than those offered to any other government or commercial consumer. If a bidder has a New York Ste 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 supply a copy of this contract within 5 days if so requested by the Village of Allegany.

1. 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.

1. BIDDER AFFIRMATION

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 Village of Allegany 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.

1. CALCULATION OF PURCHASE PRICE

When calculating the purchase price, list on the individual bid forms the TOTAL cost of each unit

1. INSURANCE

The (contractor,vendor, etc.) shall secure and maintain at its own cost and expense, insurance coverage complying with Classification “(selected on form)”, with insurance companies licensed in the State of New York. The Village of Allegany must be named as additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, etc.) shall file a certificate of insurance with the Village of Allegany covering all acts performed by the (Contractor, Vendor, etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Village of Allegany be given thirty (30) days’ notice prior to non-renewal or cancellation of these policies**. Certificate of Insurance shall be furnished by the** **bidder within five (5) days after the “Intent to Award” and prior to signing of contract**. Failure to supply a satisfactory certificate within (5) days after the “Intent to Award” may result in the cancellation of award and for the forfeiture of the Contractor’s bid security, in the sole discretion of the Village of Allegany.

**Notice of Award**

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The OWNER has considered your BID dated \_\_\_\_\_\_\_\_\_\_\_\_, submitted by you in response to its Advertisement for Bids and the Instructions to Bidders, for the above described WORK,

You are hereby notified that your BID has been accepted for the Contract Price of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

You are required by the Instructions for Bidders to execute the Agreement, and to furnish the required Bonds and Certificate(s) of Insurance within ten (10) days from the date of this Notice (noted at top).

If you fail to execute said Agreement, and to furnish said Bonds and Certificate(s) of Insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’s acceptance of your BID as abandoned, and may annul the Notice of Award, and consider forfeiture of your Bid Security. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this the \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

Village of Allegany

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE OF NOTICE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Date

**Notice To Proceed**

Project:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_\_\_\_\_\_\_\_\_, 2023. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Bid Sheet, the final date for delivery of the finished project shall be October 31, 2023.

Before you may start any work at the site, you must conduct a Pre-Construction Meeting and provide Submittals.

Date this the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

Village of Allegany

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE OF NOTICE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Date

**AGREEMENT BETWEEN THE GREATER OLEAN COMMUNITY FOUNDATION DBA CATTARAUGUS REGION COMMUNITY FOUNDATION AND CONTRACTOR FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between CATTARAUGUS REGION COMMUNITY FOUNDATION(Owner)

And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1-WORK**

* 1. Contractor shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Village of Allegany (the Village) is seeking proposals for a design/build project. It is the intent of the Village to identify a qualified firm to provide skatepark design and construction services-including architectural, engineering, cost estimating and construction from concept through construction for a complete and operational skatepark.

* 1. Contractor shall complete all other work, not necessarily described in the Contract Documents, but as may be directed by the Owner, to be included as part of the Work, to include but not limited to, all work authorized by Change Order(s), and all other work determined by the Owner to be necessary and required, as directed by the Owner.

**ARTICLE 2-THE PROJECT**

* 1. The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Allegany River Skate Park**

**ARTICLE 3-CONTRACT TIMES**

* 1. The Work will be substantially completed by October 31, 2023, and completed and ready for final payment by November 30, 2023
  2. Liquidated Damages

1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed within the times specified in Paragraph 3.01 above, plus any extensions thereof agreed to. Failure to complete work and make delivery of materials within the stated time period shall result in a notification to the Contractor and the beginning of a 5 Working Day Grace Period. Failure to deliver with the Grace Period will result in a penalty of 1% of the Contract Price on a per day basis from the date of notification and/or cancellation of Contract.

**ARTICLE 4 – CONTRACT PRICE**

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.01.A. All specific cash allowances are included in the prices and have been computed in accordance with the Contract Documents

A. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or as shown in the Bid Sheet.

B. CONTRACTOR shall submit a voucher and invoice for payment to the Owner on a monthly basis in a form acceptable to the Village of Allegany based on an acceptable payment schedule provided by the CONTRACTOR for the time period of the contract.

**ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS**

5.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related date identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

D. Contractor has carefully studied all available or known reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site(except underground utilities).

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, test, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the contract documents.

G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the contract documents, and all additional examinations, investigations, explorations, tests, studies, and date with the contract documents.

H. Contract has given the committee written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discover in the contract documents, and the written resolution thereof by committee is acceptable to contractor.

I. The contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

**ARTICLE 6 – CONTRACT DOCUMENTS**

6.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement

2. The Request for Proposal

3. Contractors Bid

**ARTICLE 7 – MISCELLANEOUS**

7.01 Assignment of Contract

A. The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or any portion thereof, or of its right, title or interest therein, or its power to execute such contract, to any other person or corporation without the previous consent in writing of the OWNER.

B. The provisions of this Section shall not hinder, prevent, or affect an assignment by the CONTRACTOR for the benefit of creditors made pursuant to law, nor is it intended to prohibit subcontracting a portion of the work of the contract in accordance with the provisions of the law, and this contract.

7.02 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreement, and obligations contained in the contract documents.

7.03 Severability

A. Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provision shall continue to be valid and binding upon Owner and Contractor, who agree that the contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Village Board. All portions of the contract documents have been signed, initialed or identified by Owner and Contractor or identified by the Village Board on their behalf.

This Agreement will be effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the effective date of the agreement. This agreement shall not be effective unless and until Agency’s designated representative concurs.

OWNER: CONTRACTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[CORPORATE SEAL] [CORPORATE SEAL]

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designated Representatives: Designated Representatives:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address for giving notices: Address for giving notices:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone: ( )\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: ( )\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_

License No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement)

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

DATE OF ISSUANCE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] This Certification of Substantial Completion applies to ***all Work*** under the contract documents.

[ ] This Certification of Substantial Completion ***applies to the following specified parts*** of the Contract Documents:

The Work to which this Certificate applies has been inspected by authorized representatives of the OWNER, CONTRACTOR AND VILLAGE BOARD, and found to be substantially complete and is also the date of commencement of applicable warranties required by the Contract Documents, \*(except as attached.)

The Work is hereby declared to be substantially complete with the Contract Documents on:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Substantial Completion

[ ] A “Punch List” of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within \_\_\_\_\_\_\_\_\_\_\_ days of the above date of substantial completion.

[ ] Liquidated Damages assessed in the Amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ based on contract completion date and agreed upon amount in the original project advertisement.