VILLAGE OF BROCKPORT
BROCKPORT, NEW YORK
DPW LEAN-TO ADDITION

ADVERTISEMENT FOR BIDS

In accordance with Section 103 of Article 5-A of the General Municipal Law, sealed Bids for the procurement of the DPW Lean-To Addition will be received by Village of Brockport, at the office of the Village of Brockport, 127 Main Street, Brockport, New York 14420, until 11:00 AM local time on December 12, 2024, at which time the Bids received will be publicly opened and read.

The Village of Brockport is adding a lean-to addition to the building located at 38 East Ave, Brockport, NY. The Village Department of Public Works (DPW) will complete the work for this project. This bid is for the purpose of material supply.

Separate sealed Bids will be received for: Material Bid

Bids shall be as indicated within the Bid Form.

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:30 AM and 4:30 PM.

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Village of Brockport nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

The Village of Brockport, Monroe County, New York, reserves the right to reject any or all bids, or to waive any informalities, or to make an award to other than the low bidder. It further reserves the right to limit the amount of the award.

The Village of Brockport does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

Buyer: Village of Brockport

By: Carol McNees

Title: Public Works Coordinator

Dated: November 19, 2024

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - BIDS RECEIVED

2.01 Refer to Advertisement for information on receipt of Bids.

~~ARTICLE 3 - COPIES OF BIDDING DOCUMENTS~~

~~3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.~~

~~3.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.~~

~~3.03 Buyer and Architect have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.~~

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

4.01 To demonstrate Bidder's qualifications to furnish Goods and Special Services, within five days of Buyer's request Bidder shall submit written evidence, such as financial data and previous experience.

4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION

5.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed, or Special Services are to be provided so that Bidder may

conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.

5.02 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;

B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;

D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;

E. promptly give the public works coordinator written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Architect acceptable to Bidder; and

F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Architect/and or coordinator written notice of all conflicts, errors,
ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Architect are acceptable to Bidder, and that the

Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 6 - PRE-BID CONFERENCE

6.01 There will be no pre-bid conference.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the public works coordinator in writing. Interpretations or clarifications considered necessary by Architect in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the public works coordinator having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Architect.

ARTICLE 8 - BID SECURITY

8.01 ~~A Bid must be accompanied by Bid security made payable to Buyer in an amount of five (5%) percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 4.01.B of the General Conditions.~~

8.02 ~~The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.~~

8.03 ~~Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.~~

ARTICLE 9 - CONTRACT TIMES

9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods *or furnish Special Services within the Contract Times*, are set forth in the Agreement.

ARTICLE 11 - "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Buyer, application for such acceptance will not be considered by Buyer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Buyer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the public works coordinator.

12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates, the words "No Bid," "No Change," or "Not Applicable" may be entered.

12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

12.06 A Bid by an individual shall show the Bidder's name and official address.

12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

12.08 All names must be typed or printed in ink below the signature.

12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS

13.01 Lump Sum

A. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.

B. For determination of the apparent low Bidder, Bids will be compared on the basis of the lump sum.

ARTICLE 14 - SUBMITTAL OF BID

14.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond.

14.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed as indicated in the Advertisement.

ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID

15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

ARTICLE 16 - OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid prior to the end of this period.

ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be non-responsible. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.

18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.

18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.

18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

ARTICLE 19 - CONTRACT SECURITY AND INSURANCE

19.01 ~~Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.~~

ARTICLE 20 - SIGNING OF AGREEMENT

20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 21 - SALES AND USE TAXES

21.01 Buyer is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Project ***(Exemption No. 16-6002439)***. Said taxes shall not be included in the Bid. Refer to Paragraph 5.05 of the Supplementary Conditions for additional information.

ARTICLE 22 - RETAINAGE

22.01 Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in the Agreement.

BID RECIPIENT

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Village of Brockport
127 Main Street
Brockport, New York 14420

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's

judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

E. Bidder has given the public works coordinator notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Architect is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices

at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents for the following price(s):

Total Unit Price Bid Price	$ 28402.95

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Completed Non-Collusive Bidding Certificate;

B. Itemized Proposal.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

VILLAGE OF BROCKPORT
DPW LEAN-TO ADDITION
NOVEMBER 2024

Quantity	Unit	Description	Price	Amount
3383	LF	16ga - Truss (2x6)	2.77	9370.71
18	EA	Strong-Drive X Screw (250 ct)	11.34	204.12
958.7188	LF	20ga - Purlin 20 @ 35' 6" : Top Chord 15 @ 7' 5-3/8" : Diagonal Bracing 4 @ 34' 3" : Bottom Chord Bracing	1.31	1255.92
180	LF	18ga - 7/8" Purlin	2.24	403.20
67	EA	16ga - Plate	5.46	365.82
Roof		**24 Gauge Roof Panels**		
1222	LF	Ultra Lok 24 Ga Kynar Color: TDB 31 @ 39' 5"	4.63	5657.86
Wall		**26 Gauge Wall Panels**		
104.75	LF	Best Rib II 26 KY Color: TBD 2 @ 7' 2 @ 6' 6" 2 @ 6' 2 @ 5' 6" 2 @ 5' 2 @ 4' 6" 2 @ 4' 2 @ 3' 6" 2 @ 3' 2 @ 2' 6" 1 @ 4' : Cut (2 @ 2') 1 @ 3' : Cut (2 @ 1' 6) 1 @ 2' 9" : Cut (2 @ 0' 12")	10.94	1145.97
Soffit		**24 GAUGE (WHITE) SOFFIT PANELS**		
1007.5	LF	FM Soffit (Solid) - Kynar Regal White 27 @ 35' 6" 28 @ 1' 9"	4.63	4664.73
Trim		**18 GAUGE TRIMS**		
34		Fascia Nailer (18ga) 2 @ 9' 0" 2 @ 8' 0"	4.03	137.02
Trim		**24 GAUGE TRIMS**		
12	EA	J Channel - 10' Kynar - Regal White	30.07	360.84
Quantity	**Unit**	**Description**	**Price**	**Amount**
8	EA	Rake Starter 1.75" - 10' Kynar -Color: TBD	43.91	351.28
12	EA	Z Flashing 1.75" - 10' Kynar --Color: TBD	21.72	260.64

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4	EA	Endwall - 10' Kynar - -Color: TBD	53.85	215.40
8	EA	Rake 4 x 4 - 10' Kynar - -Color: TBD	54.54	436.32
4	EA	Counter Flashing - 10' Kynar - -Color: TBD	27.96	111.84
4	EA	Fascia 9.25" - 10' Kynar - -Color: TBD (11.25)	63.84	255.36
4	EA	Extended Eave Drip Edge - 10' Kynar - -Color: TBD	43.91	175.64
Trim		**26 GAUGE TRIMS**		
10	EA	J Channel -10' 26ga Kynar -Color: TBD	22.38	223.80
8	EA	Base Angle 1" Square Face - 10'	33.34	266.72
Acc		**ACCESSORIES**		
3	EA	Tacky Tape - 3/4" x 3/32" - 50'	11.21	33.63
40	EA	BY-PASS FIXED CLIP FCB45.5-R25	3.74	149.60
4	EA	Hurricane Tie H2A	2.70	10.80
620	EA	Ultra-Lok Clip - 1.75" (SG-178-18)	.66	409.20
10	EA	1" Self-Drill Pancake Screw, 250/bag	19.84	198.40
8	EA	Strong-Drive Screw (250 ct)	12.08	96.64
2	EA	1-1/4" Self-Drill Screw, 250/bag -Color: TBD	30.53	61.06
1	EA	1-1/4" Self-Drill Screw, 250/bag White	30.53	30.53
1	EA	3/4" Wood Screw, 250/bag (Stitch) Standard Color	26.16	26.16
1	EA	Geocel - Clear - 10.3 oz.	10.06	10.06
4	EA	Custom Trim 10' 2" Regal White	62.17	248.68
TOTAL:				

1	ENGINEERING		575.00
2	RUN ON SITE CHARGE	230.00	460.00
1	DELIVERY CHARGE		230.00

TOTAL **28402.95**

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of the bid, each Seller and each person signing on behalf of any Seller, 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:

VILLAGE OF BROCKPORT
DPW LEAN-TO ADDITION
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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 Seller 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 Seller and will not knowingly be disclosed by the Seller prior to opening, directly or indirectly, to any other Seller or to any competitor; and

3. No attempt has been made or will be made by the Seller to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) Shawn Preston

(Title) _____

(Date) 12/13/2024

Subscribed and sworn to before me
This 13th day of, December 2024

Title Barbara A. Krizen

My commission expires _____

BARBARA A. KRIZEN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KR6128516
Qualified in Genesee County
Commission Expires June 13, 2025

NOTE: If Seller is a Corporation, the corporate name and title of officer signing must be stated.

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VILLAGE OF BROCKPORT
DPW LEAN-TO ADDITION
NOVEMBER 2024

NOTICE OF AWARD

Date: _____

Project: DPW LEAN-TO ADDITION	
Owner: Village of Brockport	Owner's Contract No.:
Contract:	Engineer's Project No.:
Seller:	
Seller's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Seller and are awarded a Contract for Sample Contract #1 work description. Generally, Contract #1 is for GENERAL construction.

The Contract Price of your Contract is _____ Dollars ($_____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Sellers (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

_____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, and annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____
Owner

By:_____
Authorized Signature

_____
Title

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AGREEMENT

THIS AGREEMENT is by and between Village of Brockport ("Buyer")
and _____("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:

DPW Lean-to Addition: The Village of Brockport is building approximately 36'x34' lean-to addition. The Village Department of Public Works (DPW) will complete the work for this project. This bid is for the purpose of material supply.

ARTICLE 3 – POINT OF DESTINATION

3.01 The Point of Destination is designated as:

38 East Ave.
Brockport, New York 14420

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

4.02 *Milestones*

A. *Date for Delivery of Goods:* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt of delivery on (or within a period of 15 days prior to) *January 6, 2025.*

4.03 *Buyer's Final Inspection*

A. Days to Achieve Final Inspection: Buyer shall make its final inspection of the Goods

pursuant to Paragraph 8.01.C of the General Conditions within 5 days after Buyer's acknowledgement of receipt of delivery of the Goods and Seller's completion of furnishing Special Services, if any.

ARTICLE 5– CONTRACT PRICE

5.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:

A. The prices stated in Seller's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payment*

A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by the public works coordinator.

6.02 *Final Payment*

A. Upon receipt of the final Application for Payment, Buyer shall pay Seller the amount, per contract pricing.

ARTICLE 7 – SELLER'S REPRESENTATIONS

7.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:

A. Seller has examined and carefully studied the Contract Documents, and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.

B. If required by the Bidding Documents to visit the Point of Destination and site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.

C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.

D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if

any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.

E. Seller has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Other bonds
   a. _____ (pages ____ to ____, inclusive);
   b. _____ (pages ___ to ___, inclusive);
   c. _____ (pages ____ to ___, inclusive);
5. General Conditions;
6. Supplementary Conditions;
7. Specifications as listed in table of contents of the Project Manual;
8. Drawings bearing the following general title: DPW Addition
9. Addenda (Numbers ____ to ____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
    a. Exhibit A-1 to Agreement between Buyer and Seller dated _____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.

b. Exhibit A-2 to Agreement between Buyer and Seller dated _____, Agreement to Assignment by Seller's Surety.

c. Seller's Bid, solely as to the prices set forth therein (pages ____ to ___, inclusive);

d. Documentation submitted by Seller prior to Notice of Award (pages ___ to ___, inclusive);

e. _____;

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed;

b. Change Order(s);

c. Work Change Directive(s).

B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above.

D. The Contract Documents may only be amended, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.

B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become

due and moneys that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless

specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Buyer and Seller 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, agreements, and obligations contained in the Contract Documents.

9.04 *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 provisions shall continue to be valid and binding upon Buyer and Seller. 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.

9.05 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Limitations*

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph

9.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

B. Upon assignment the terms of this Paragraph 10.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on ***[insert date]*** (which is the Effective Date of the Agreement).

Buyer: _____

By: _____
[Corporate Seal]

Attest: _____

Address for giving notice:

_____

_____

_____

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

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

Seller: _____

By: _____
[Corporate Seal]

Attest: _____

Address for giving notice:

_____

_____

_____

Agent for service of process:

_____

_____

_____

_____

(If Seller is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

EXHIBIT A-1: to Agreement Between Buyer and Seller dated _____

ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT; AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on ***[insert date]***.

[or]

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between _____("Buyer") and _____("Seller") for furnishing Goods and Special Services under the Contract Documents entitled _____ is hereby assigned, transferred, and set over to _____ ("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

_____
Buyer

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

By: _____
(Signature) (Title)

ASSIGNMENT ACKNOWLEDGED AND ACCEPTED BY:

_____
Seller

(If Seller is a corporation, attach evidence of authority to sign.)

By: _____
(Signature) (Title)

ASSIGNMENT ACCEPTED BY:

EXHIBIT A-1: to Agreement Between Buyer and Seller dated _____

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled

_____

_____ by and between

("Buyer") and _____

("Seller") may be assigned, transferred, and set over to _____ ("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: _____

By: _____
Signature and Title
(Attach Power of Attorney)