

WESLEY HALL ROOF REPLACEMENT BUILDING MATERIALS ONLY

VILLAGE OF MONTGOMERY, ORANGE COUNTY, NEW YORK

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS**

Contractor's Signature

OCTOBER 2, 2018

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ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the VILLAGE OF MONTGOMERY at the offices of the Village Clerk, 133 Clinton Street, Montgomery, New York until 2:00 pm local time on October 16, 2018 for the **“WESLEY HALL ROOF REPLACEMENT FOR MATERIALS ONLY ”**, and then at said office, publicly opened and read aloud.

Information for Bidders, Specifications, and Contract Documents for the proposed work is on file and publicly exhibited at the VILLAGE OF MONTGOMERY at the offices of the Village Clerk, 133 Clinton Street, Montgomery, New York, and Telephone Number (845) 457-9661. The said specifications may be reviewed at the Village Clerk's Office only.

SCOPE OF WORK:

MATERIALS FOR WESLEY HALL ROOF REPLACEMENT:

- atas 19 - ¼:" DUTCH SEAM .032 ALUM & ACCESS 48sq. (approximate)

QUANTITIES ARE ONLY APPROIMATE

- 150 - 15/32" 4 X 8 DOUG FIR PLYWOOD RTS SHTH WESST 32/16 EXP1
- 25 - TRI-BUILT HIGH TEMP ROOF UNDERLAY HT 200SFT RL
- 3 - SPOT NAIL 85506 ARROW T50/ A11 STAPLE 3/8" 5M

Copies may be obtained at the Village Clerk's Office at the above address. Persons shall leave name, correct mailing address and phone number upon receipt of same, along with a \$ 0.00 deposit for each set. The deposit shall be in the form of check or money order only, for each set, shall be drawn payable to the VILLAGE OF MONTGOMERY, to be refunded in accordance with Section 102 of General Municipal Law.

Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five (5) percent of the amount of the Bid payable to the VILLAGE OF MONTGOMERY as a guarantee that if the Bid is accepted, the Bidder will execute the Contract and file acceptable Performance and Labor, Material Payment Bonds, and Certificate(s) of Insurance within ten (10) days after the award of the Contract.

OWNERS RIGHTS RESERVED:

The VILLAGE OF MONTGOMERY hereinafter called the Owner, reserves the right to reject any and all Bids and to waive any formality or technicality in any bid in the interest of the Owner.

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificates pursuant to Section 103d of the General Municipal Law of the State of New York.

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and minimum wage rates to be paid under the contract. The requirements for Bidders and Contractors under are explained in the Contract Documents. Bidders are also required to comply with the provisions of Section 291-299 of the Executive Law of the State of New York.

The VILLAGE OF MONTGOMERY hereby notifies all Bidders that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, or national origin in consideration for an award.

BY ORDER OF
Village Board of Trustees
Village of Montgomery

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The VILLAGE OF MONTGOMERY (herein, called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Envelopes containing the bids must be sealed, addressed to: VILLAGE OF MONTGOMERY, Village Hall, 133 Clinton Street, Montgomery, New York, and designated as "WESLEY HALL ROOF REPLACEMENT FOR MATERIALS ONLY" must be actually received not later than the time and the date specified in the Advertisement for Bids.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or by typewriter. In addition to the prescribed for, each bid must be accompanied by the following:

1. Required Bid Security
2. Information Sheet
3. Conflict of Interest Statement
4. Reference Sheet
5. Non-Collusive Bidding Certificate
6. Statement of Bidder's Qualifications
7. Certification of Limited Foreign Involvement
8. Certification of Iran Divestment Act

Each envelope containing a bid must bear on the outside the name and address of the bidder, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

The Contractor shall not include in the bid any sales and compensating use taxes of the State of New York or of any Town or County in the State of New York for any materials which are to be incorporated in the work. The Village has a tax exemption number and forms which will be made available to the successful bidder to the extent permitted under the present applicable statutes.

No bids will be accepted unless the Non-Collusive Bidding Certificate provided in these specifications is properly executed and submitted with the bid, as required by the General Municipal Law.

3. BID MODIFICATION AND WITHDRAWAL

Any bidder may modify or withdraw his bid by telegraphic or written communication at any time prior to the opening of bids, provided such communication is received by the Owner prior to the opening, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the opening time. The communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the opening of bids time, no consideration will be given to the telegraphic modification.

4. METHOD OF BIDDING

- A. The bid is unit price per item.
- B. Lowest Bidder: Bids will be compared on the basis of the correct totals of the schedule of quantities comprising all items at the unit and lump sum prices bid for these items. The lowest bidder under each Contract will be that Bidder whose Bid totals the lowest number of dollars as determined above.

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the Multiplication of units of Work and unit prices will be resolved in favor of the Unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

5. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder or a bid bond prepared on the Bid Bond Form attached, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, in the amount of 5% of the total contract bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at anytime thereafter, as long as he has not been notified of the acceptance of his bid. Bid Security shall be made payable to the VILLAGE OF MONTGOMERY.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with this bid, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain as a result of the failure or refusal to execute and deliver the contract and bonds as required in this paragraph. This sum is not to be construed in any sense as a penalty but as a good faith measure of the economic injury to the Owner which otherwise is impractical to calculate.

7. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Village of Montgomery Clerk, 133 Clinton Street, Montgomery, NY 12549 and to be given consideration must be received at least five working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail with return receipt requested or by facsimile to all prospective bidders (at the respective address or facsimile number furnished for such purposes) not later than three working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

8. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond in amounts equal to 100% of contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. **Each bond shall state "The amount of the bond shall be adjusted to reflect the effect of any changes ordered by the owner by a Written Amendment, a Change Order, or a Work Change Directive".** The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, and shall be prepared on the forms found in these contract documents.

9. WARRANTY AND GUARANTEE

The Contractor shall warrant and guarantee all his work and material for a period of one year after final acceptance by the Owner in accordance with the General Conditions. The Owner shall retain 5% of the completed works cost during this **one-year** period unless the Contractor provides an acceptable Maintenance Bond in the same amount or unless his Performance Bond covers this one-year period.

10. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the Technical Specifications and to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid. The lowest bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

11. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

13. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to complete all work, no later than 30 calendar days after the date specified in the Notice to Proceed.

Bidder must agree to pay in accordance with the following schedule for each consecutive calendar day the project completion extends past the completion date, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain per diem by the failure of the Bidder to complete the work in the time stipulated, and this sum is not to be construed in any sense as a penalty but a good faith measure of the economic injury to the Owner which is otherwise impractical to calculate.

Original Contract Amount		Liquidated Damages Per Day
From More Than	To and Including	
\$0	\$25,000	\$575
\$25,000	\$50,000	\$600
\$50,000	\$100,00	\$725
\$100,000	\$500,000	\$825
\$500,000	\$2,000,000	\$1,025

14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.

15. LABOR STANDARDS

Under New York State Labor Law, all contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. Such hourly minimum rates of wage and General provisions of Laws covering workers on Public Work contracts are set forth in the specifications hereto annexed. Certified payrolls MUST be submitted with invoices for the Village of Montgomery to make any payment(s). The PRC# for this work is 20xxxxxxx and the Prevailing wage schedule and any supplements may be found here: <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method+showlt>. The Schedule and Supplements posted on the NYS DOL website for PRC# 20xxxx are incorporated by reference in the RFP and any resulting contract(s).

The Contractor shall secure compensation for the benefit of, and keep covered during the life of said Contract, all employees employed in the work provided for in this contract in compliance with the provisions of the Workmen's Compensation Law.

15. ADDITIONS AND DELETIONS

The Owner may elect to delete from the contract any portion of the work or material described. Any major alterations, either subtractions or additions, will be made prior to the contract award.

16. INSURANCE

During the life of the contract, the Contractor shall maintain in full force and affect the following.

1. Workers Compensation Insurance and New York State Disability Insurance in conformity with the applicable laws of the State of New York.
2. Contractor's Comprehensive General Liability and Property Damage Insurance.
3. Contractor's Protective Comprehensive General Liability and Property Damage Insurance in his own name and for Sub-contractor operations.
4. Contractor's Protective Comprehensive General Liability and Property Damage Liability Insurance in the name of the Owner.
5. Bodily Injury Liability and Property Damage Liability Insurance for all automotive equipment utilized for this contract.

Date: _____ Bid Name: _____

INFORMATION SHEET

Name of Bidder: _____

Address: _____

Type of Entity: Corp _____ Partnership _____ Individual _____

If a non-publicly owned Corporation:

Name of Corporation: _____

List Principal Stockholders, holding over 5% of outstanding shares:

List Officers:

List Directors:

Date of Organization: _____

If partnership:

Partners:

Name of Partnership: _____

Date of Organization: _____

****If the business is conducted under an assumed name, a copy of the Certificate required to be filed under the New York General Business Law must be attached.****

REFERENCE SHEET

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The Town reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

If references have been filed with the VILLAGE OF MONTGOMERY Purchasing Department during the last 6 months, it will not be necessary to complete this form. Indicate filing date on the line provided.

BIDDER'S NAME: _____

DATE FILED: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

STATEMENT OF BIDDERS QUALIFICATIONS

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Answer all questions in a clear and comprehensive manner. This form must be completed in full and sealed (if corporation) or signed by all partners. The bidder may submit any additional information he/she desires.

NOTE: THIS STATEMENT MUST BE NOTARIZED.

SUBMITTED BY:

Name of Bidder: _____

Federal Identification Number: _____

Permanent Principal Office Address: _____

Phone Number: _____

Corporation _____ Partnership _____ Individual _____ Joint Venture _____
Other _____

1. Date When Firm Organized: _____

2. State of incorporation: _____

3. How many years has your organization been engaged in contracting under your present firm or trade name? _____

4. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

5. Has any office or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? _____

If so, state circumstances: _____

9. Experience in work similar in scope and scale to this project:

10. List the construction experience of the principle individuals of your organization:

11. Trade References:

12. Bank References:

State of New York Name of Bidder: _____

County of () Date: _____

On this _____ day of _____, 201__ before me came _____ to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

County

**BIDDER'S CERTIFICATION OF
LIMITED FOREIGN INVOLVEMENT**

(Completion of this statement is required in advance of consideration for award of this contract.)

SUBMITTED TO: _____

SUBMITTED FOR: _____

SUBMITTED BY:

Name: _____
(Print or type name of bidder)

A Corporation / A Partnership / An Individual / A Joint Venture

Address: _____

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements made hereinafter.

1. The Offerer is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offerer has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offerer will not provide any product of a country included on the USTR list.

(Print or type name of bidder)

(Seal, if Corporation)

By: _____
(Signature)

Title: _____

BID FORM

"WESLEY HALL ROOF REPLACEMENT MATERIALS ONLY"

VILLAGE OF MONTGOMERY

This Bid is submitted to:

By: _____
(Name of Contractor)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Technical Specifications for the Contract Price and within the Contract Time indicated in the accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the specified number of calendar days after the day of Bid opening as stated in the Information for Bidders. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements also as specified in the Information for Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents, the Advertisement for Bids, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

Date Received

Addendum Number

4. BIDDER has familiarized itself with the nature and extent of the Contract Documents, technical specifications, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

BID FORM - *continued*

5. BIDDER agrees that the Work will be complete in accordance with the Contract Documents within the number of calendar days indicated in the Agreement and accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a Condition of this Bid:
- A. Required Bid Security in the form of: (check appropriately)
 - 1. 5% Bid Bond _____
 - 2. Certified Check _____
 - 3. Cash _____
 - B. Non-Collusion Bidding Certification
 - C. Information Sheet
 - D. Conflict of Interest Statement
 - E. Reference Sheet
 - F. Statement of Bidder's Qualifications
 - G. Certification of Limited Foreign Involvement
 - H. Certification of Iran Divestment Act
7. Communications concerning this Bid shall be addressed to the BIDDER at the following address:
- _____
- _____
- _____
8. The terms used in this Bid are defined and have the meanings assigned to them in the General Conditions.
9. The UNIT PRICES shall include all of the Contractor's Costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, etc.
10. **The approximate quantities of work to be performed under the proposed contract are set forth in the Bid Form. These quantities are to be considered as approximate only and are given solely for the comparison of bids. The Owner does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as may be deemed necessary by the Engineer. The Contractor shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of work actually done, or of material actually furnished, and the estimated quantities. The Contractor will be paid only for the actual quantities of work performed at the Contract Unit Price bid.**

All items are **complete items** & include bonds, insurance, furnishing materials and equipment, removal, disposal, installation, labor, etc., unless mentioned otherwise in the Contract Documents.

CONTRACT: BIDDER will complete the BASE BID work on the PROJECT NAME using the following unit prices:

ITEM #	ITEM DESCRIPTION	U N I T	EST. QTY	UNIT PRICE	TOTAL AMOUNT
1					
2					
3					
4					
5					
6					
TOTAL					

Total BASE BID Price for WESLEY HALL ROOF PLACEMENT MATERIALS ONLY:

(In words)

IF BIDDER is:

INDIVIDUAL

By _____
 (Individual's Name)

[Seal]

Doing business as _____

Business address: _____

Telephone #: _____

PARTNERSHIP

By _____
(Firm Name)

(General Partner)

[Seal]

Doing business as _____
Business address: _____
Telephone #: _____

CORPORATION

By _____
(Corporation Name)

(State of Corporation)

[Corporate Seal]

By _____
(Name of Person Authorized to Sign)

(State of Corporation)

Attest: _____
(Secretary)

Business address: _____
Telephone #: _____

JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

NON-COLLUSIVE BIDDING CERTIFICATION

(General Municipal Law 103-d)

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communications, 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 a bid for the purposes of restricting competition.

The foregoing statement has been read and subscribed by the undersigned bidder and is hereby affirmed as true under the penalties of perjury.

Company Name

Name & Title

Signature

Address

Town & State

Telephone Number/Facsimile Number

Federal ID Number

Date

[Seal]

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), 165-a and Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL § 165-a (3), the Prohibited Entities List may be found on the OGS website at: <http://www.ogs.ny.gov/about/reg/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. The Village may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The Village makes a determination that the goods and services are necessary for the Village to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the Village receive information that a person is in violation of the above-referenced certifications, the Village will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, than the Village shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The Village reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please Circle): No Yes
If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j
(Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
(Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

SIGNATURE

Date: _____

Background:

New York State Finance Law §139-k (2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law §139-k (1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designed contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §139-j (10)(b) and §139-k(3).

Instructions:

The Village includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Officers.

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 201 _____ by and between VILLAGE OF MONTGOMERY acting herein through its Mayor, hereinafter called "Owner" and _____, an individual, doing business as a partnership, a corporation of the Town of _____, County of _____, State of _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to: Reconstruct within the VILLAGE OF MONTGOMERY, "**WESLEY HALL ROOF REPLACEMENT MATERIALS ONLY**" hereinafter called the project, for the sum of:

_____ (\$ _____) and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, the General Conditions, Supplemental Conditions, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Lanc & Tully Engineering and Surveying, P.C., herein after called "Engineer", all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to complete the work under this contract within 45 calendar days after the date shown in the Notice to Proceed. The Contractor further agrees to pay liquidated damages for each consecutive calendar day thereafter, in accordance with the schedule in the Information for Bidders.

OWNER agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in the General Conditions. The Owner shall retain 5% of each progress payment, in accordance with the provisions of the General Conditions and General Municipal Law, until final completion and acceptance of all work.

Prior to the commencement of construction, the Contractor shall meet with all known public and private utility companies occupying the work site. At this meeting the Contractor shall inform the utility companies of the contractor's schedule of operations and coordinate the contractor's work with these companies.

The Contractor specifically agrees that the contractor has taken into account and included in the contractor's unit prices and lump sum prices bid, for various items of the contract, any additional cost of doing the work under this contract because of not having a clear site for the work, because of interference of roadway use by the utilities and because of the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

The Contractor agrees to provide the Village with certified payroll accounts evidencing that the contractor has paid the prevailing wage rates to its workers. Failure to provide such certified payroll accounts constitutes grounds for the Village to withhold payments to the contractor.

This agreement shall be construed and enforced in accordance with the laws of the State of New York.

AGREEMENT - *continued*

CONTRACTOR agrees:

- A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.
- B. Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the Owner is located, trial to be without jury.
- C. Any legal process or notice connected with any litigation may be served on the Contractor by U.S. registered mail, postage prepaid, addressed to the Contractor at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.
- D. The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- E. This contract shall be presented in court as conclusive evidence of the foregoing agreement.
- F. The Contractor agrees that he/she/it will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor must, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the Owner to the Contractor.
- G. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor of his/he sureties from any obligation under this Contract or any Performance and Payment Bond required hereunder.

AGREEMENT - *continued*

- H. Defense of Action Suit – Neither the Owner nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Owner nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under present or future law, to any person or persons whatever, whether belonging to the Owner or others, occurring during or resulting from the work. The Contractor shall indemnify and save harmless the Owner, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than that of the Owner's negligence.

The Contractor shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts stated in this bid document for the protection of the Contractor and the Owner, stamped by the insurer "Premium Paid". These policies shall be written by an insurance company or companies approved by the Owner.

Owner shall have the right to stop work or terminate the contract if:

- A. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- B. A receiver or liquidator is appointed for the Contractor or for any of his/her/its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days.
- C. The Contractor refuses or fails to prosecute the work or any part thereof with due diligence.
- D. The Contractor fails to make prompt payment to persons supplying labor for the work.
- E. The Contractor fails or refuses to comply with all applicable laws and ordinances.
- F. The Contractor is guilty of a substantial violation of any provision of the contract.
- G. In any event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his/her/its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the Owner for such excess.

AGREEMENT - *continued*

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by him/her/it under this Contract shall be that of an independent contractor. As an independent contractor, he/she/it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, his/her/its agents, or employees have been negligent. The Contractor shall hold and keep the Owner free and discharged of and from any an all responsibility and liability of any sort of kind. The Contractor shall assume all responsibilities for risks or causalities of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence or the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of and federal, state, county or local laws, regulations or ordinance.

The Contractor agrees to indemnify and save the Owner, its officers, agents and employees harmless from any liability imposed upon the Owner, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Owner.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

(Contractor)

[Seal]
ATTEST:

BY: _____
(Mayor, VILLAGE OF MONTGOMERY)

[Seal]

NYSDOL WAGE DETERMINATION

TECHNICAL SPECIFICATIONS