

BID FORM

Town of Webster

Sandbar Park Restaurant Project

CONTRACT No. 1: GENERAL CONTRACT:

Submitted By: _____
(CONTRACTOR)

1.0 BID RECIEPT

- A. Submit Bid to:
- Danene Marr
Town Clerk
1000 Ridge Road
Webster, New York 14580
- B. The undersigned Bidder has carefully examined the form and content of the Contract, has examined the site of the work, and hereby proposes to furnish all necessary plant, labor, materials, equipment, and tools required to perform and complete the work in strict accordance with the Contract for the prices and within the times indicated in this Bid. The Bidder agrees to submit all conditions reported, intended, or implied both particularly and generally by the Contract.

2.0 BIDDER’S ACKNOWLEDGEMENTS

- A. Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon the Owner’s request.

3.0 BIDDER’S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledged receipt of the following Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the site, conducted a thorough, alert visual examination of the site and adjacent areas and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Owner and Consultant Team written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by the Owner and/or Consultant Team is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exceptions the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4.0 BIDDER'S CERTIFICATION

The Bidder certifies that:

- A. This Bid is genuine and not made in the interest or 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 false or sham Bid;
- C. Bidder has not solicited or induced an 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 4.0.D:

1. "Corrupt practice" mean 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 the Owner, (b) to establish bid prices at artificial non-competitive levels; or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without knowledge of Owner, a purpose of which is to establish bid process 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.

5.0 The undersigned Bidder also agrees as follows:

FIRST: If this Proposal is accepted, to execute the Contract within ten (10) calendar days of date of "Notice of Award" of Contract, and furnish to the OWNER satisfactory insurance certificates, performance and payment bonds, each in the sum of one-hundred percent (100%) of the amount of the Contract awarded as security for the faithful performance of the work, and for the payment of all persons performing labor and furnishing materials in connection with the work.

SECOND: To begin work within seven (7) calendar days of the date of the "Notice to Proceed". The anticipated "Notice of Award" and "Notice to Proceed" dates are as follows:

Anticipated Date, Notice of Award / Letter of Intent: November 2024

Anticipated Date, Notice to Proceed: January 2025

Work shall be progressed to meet the following Milestone schedule:

Construction Activity for Owner Turn-Over	Construction Dates
Project Mobilization & Laydown	Start: January 6th, 2025
Foundation Complete – Concrete, Helical Piles, Etc.	Start: March 3rd, 2025
Structural Steel Complete	Start: April 14th, 2025
New Sandbar Restaurant Building Enclosed and Weather Tight	Start: May 12 th , 2025
New Sandbar Restaurant Construction Complete	Start: June 17th, 2025

THIRD: To pay the OWNER the liquidated damages of \$500.00, per day for each calendar day of delay in completing the work beyond the specified times of completion or within the times to which such completion may have been extended in accordance with the Contract Documents. (See Milestone Completion Schedule above).

FOURTH: To certify as follows: Pursuant to Section 103d. of the General Municipal Law:

- (a) By submission of this bid, each Bidder and each person signing on behalf of any

Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes 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.

FIFTH:

- (a) It is the intent of the OWNER to obtain a proposal for all work to be performed under this Contract.

Unit price(s) or lump-sum bid shall not include any Sales Tax levied by the following governmental agencies:

- (1) New York State
- (2) Monroe County, New York
- (3) Any other town or governing agency

The total unit price shall be the sum of all material and installation cost for each bid item as defined herein.

- (b) The undersigned submits herewith bid guaranty for the specified amount of the deposit required in the Instructions to Bidders. In case this Proposal is accepted by the OWNER, and the undersigned shall refuse or neglect, within ten (10) calendar days after date of receipt of Notice of Award, to execute and deliver an Agreement in the form provided herein, or to execute and deliver a performance bond and a labor and material bond in the amounts required and in the form prescribed, or to provide satisfactory insurance certificate(s), the amount of bid security shall be forfeited and will be retained by the OWNER as liquidated damages. Otherwise the total amount of the bid security will be returned to the depositor in accordance with provisions set forth in the Instructions to Bidders.
- (b) The undersigned acknowledges the receipt of the following Addenda, but he agrees that he is bound by all Addenda whether listed herein:

BIDDERS SHOULD CONTACT CAMPUS CONSTRUCTION MANAGEMENT GROUP (585) 545-6567, TO VERIFY THEY HAVE ALL ADDENDA.

PROPOSAL SUBMITTED

Dated: _____

(If an Individual, Partnership, or Non-Incorporated Organization)

Name of Bidder _____

By: _____
(Signature) (Title)

Address of Bidder: _____
(Street)

(City, State) (Zip Code)

Names and Addresses of Members of the Firm

(if a Corporation)

Name of Bidder: _____

By: _____
(Signature) (Title)

Address of Bidder: _____
(Street)

(City, State) (Zip Code)

Incorporated Under the Laws of the State of _____

Name of President: _____
(Name) (Address)

Officer (Secretary): _____
(Name) (Address)

(Treasurer): _____
(Name) (Address)

Corporate Seal

Bidder's Office Phone Number: _____
Fax Number: _____
Cell Phone Number: _____
Email Address: _____

TOWN OF WEBSTER
SANDBAR RESTAURANT PROJECT

FORM OF PROPOSAL

GENERAL CONSTRUCTION (GC): CONTRACT No.1

Proposals may be considered informal and may be returned to the Bidder if all blank spaces in the Form of Proposal are not filled in.

Pursuant to and in compliance with the "Notice to the Bidders", the "Instructions to Bidders" and "Proposal" relating thereto, the Bidder hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to work required by and in strict accordance with the Contract Documents and any Addenda subsequently issued, for the sum of:

Contract: General Construction (No. 1)

Total Base Bid \$ _____
(Numbers)

_____ Dollars
(Price in Words)

Alternate #1 (Landscaping Package) \$ _____
(Numbers)

_____ Dollars
(Price in Words)

Performance Bond Information Form

Project Title: _____

Construction Contract: _____

Name of Contractor: _____

Address: _____

Bonding Company or Person Issuing Security Bond

Address: _____

Bonding Company Agent: _____ Telephone No. (____) _____

Address: _____

Amount of Bond: \$ _____

Duration of Bond: From Date of Contract _____ To Final Payment _____

The Bidder shall complete the information above regarding the performance bond proposed to be provided for the contract. This information will be used by the OWNER and/or CONSULTANT to verify the bonding prior to award of the contract.