



Ellicottville Engineering Department

17 Mill St. Ellicottville, New York 14731

Phone: (716) 699-9005



REQUEST FOR PROPOSAL

CONTRACT DOCUMENTS

Design - Build Services
New Car Dealers of WNY - Ellicottville Skatepark Project
Ellicottville Village Park, 8-22 Parkside Drive

FOR

VILLAGE OF ELLICOTTVILLE, NY

November 18, 2021

All proposals for the Village Park Skate Park Design - Build Services, for the Ellicottville Engineering Department, according to specifications, shall be received by the Town & Village Engineer, Ben Slotman, P.E. by Friday January 14, 2022 at 11:30 A.M. at the Office of the Ellicottville Engineering Department at 17 Mill Street, Ellicottville, NY 14731.

A **Mandatory** Pre-Bid Meeting will be held via ZOOM as well as in person at the Ellicottville Town Hall, 1 West Washington St. Ellicottville, NY on **Friday, December 8, 2021, at 10:00 A.M.** A site visit will be held immediately following the pre-bid meeting.

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Village of Ellicottville
1 West Washington Street
P.O. Box 475
Ellicottville, NY 14731

REQUEST FOR PROPOSALS

Village of Ellicottville
1 West Washington, PO Box 475
Ellicottville, NY 14731

November 18, 2021

Separate sealed proposals for the Design - Build of the Village of Ellicottville, New Car Dealers of WNY - Ellicottville Skatepark Project, will be received by the Village of Ellicottville, hereinafter called the Owner, located at One West Washington St., P.O. Box 475, Ellicottville, New York 14731, until **11:30 a.m. Friday, January 14, 2022**.

The Work shall be performed under a single contract, and shall include, but is not limited to, the following: The Village of Ellicottville (the Village) is seeking proposals for a design/build project. It is the intent of the Village to identify a qualified firm to provide skatepark design and construction services—including architectural, engineering, cost estimating and construction from concept through construction for a complete and operational skatepark. The intent is to build an approximately 10,000 square foot concrete skatepark within a previously designated location inside the Village Park on Parkside Drive.

All proposals being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Village of Ellicottville shall be directed to Ben Slotman, Village Engineer at the address listed above in a sealed envelope. The envelope shall be clearly marked on the outside "Village of Ellicottville, New Car Dealers of WNY - Ellicottville Skatepark Project". Failure to follow the above instructions could result in rejection of the proposal.

The Request for Proposals document may be examined at the office of the Engineering Department, One Washington Street, P.O. Box 475, Ellicottville, New York 14731. Anyone wishing to examine the Contract Documents should be advised to call ahead and confirm times in which the Contract Documents can be examined at the office.

Copies of the Request for Proposals documents may be obtained at the office of the Ellicottville Engineering Department, 17 Mill St, Ellicottville, New York 14731 or by contacting the Village Engineer at ben.slotman@evlengineering.com.

Each proposal shall be accompanied by a certified check or BID bond in the amount of ten percent (10%) of the amount of the BID made payable to the "Village of Ellicottville". All Bid Bonds shall be on a form acceptable to the OWNER, duly executed by the BIDDER as Principle and having as surety thereon, a surety company approved by the OWNER. No BIDDER may withdraw their BID within forty-five (45) days of the BID Opening.

A mandatory Pre-bid meeting will be held in the Ellicottville Town Hall, 1 West Washington St. Ellicottville, NY and simultaneously via ZOOM on **Friday December 8, 2021, at 10:00 A.M.** and immediately followed by a site visit to the Project location. Please call for ZOOM invitation. It is highly recommended that all Bidders, or their sub-consultants attend the site visit.

Bidders shall note that this project is being funded wholly or partially with federal funds and is subject to all federal rules and regulation pertinent thereto. In particular, the attention of the Bidder is called to the requirements of the conditions of employment to be observed, and the federal wage rates to be paid under the terms of this contract.

ENGINEERING DEPT.
Point of Contact:

Ben Slotman, P.E. – Town & Village Engineer –
716-699-9005
ben.slotman@evlengineering.com

SCOPE OF WORK

I. Introduction / Project Background:

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

The Village in partnership with a group of local skateboarding advocates (SK8EVL or the Skatepark Committee) intend to build an approximately 10,000 square foot concrete skatepark within a previously designated location inside the Village Park.

The Village of Ellicottville, in partnership with SK8EVL, have been awarded a “Built to Play” Skatepark Grant through The Skatepark Project (f.k.a. the Tony Hawk Foundation) with support from the Ralph C. Wilson Jr. Foundation. The \$250,000 matching grant will help fund construction of a permanent, outdoor concrete skatepark for the public to use free of charge.

Through the same organization, the Village also received a \$50,000 Environmental Impact Award to fund processes and design features that lessen the environmental impact of the skatepark (see Scope of Work in Section IV for detail).

SK8EVL’s fundraising efforts have successfully raised the match, bringing the total available funds for the Project to \$500,000 for the skate park plus \$50,000 for supplemental environmental impact features. Under the grant contract, SK8EVL and the Village have one year to build. Construction is scheduled to be completed by October 31, 2022. Adherence to this completion deadline is imperative, as it is a function of funding commitments.

II. Location:

The project site is located within the existing Village Park at 8-22 Parkside Drive. The project site is approximately 10,000+/- square feet in a currently undeveloped area of the park located north of the baseball bleachers. As seen in the attached map and aerial imagery, the skate park will be integrated into the existing park. The skate park must function in concert with the other park elements (in terms of circulation, theme and visually).

III. Project Participants / Funding Partners:

The Ellicottville Skatepark Committee is partnering with the Village on all aspects of the skatepark’s contractor selection, design, and construction. The SK8EVL committee is comprised of local skateboarding enthusiasts, business owners, members of our local media and civically involved community members.

The Skatepark Project is the principal program partner, having provided a grant in the amount of \$250,000 through its Built to Play Skatepark Grant Program. The Skatepark Project has provided a second grant in the amount of \$50,000 through its Environmental Impact Award. The Environmental Impact award is targeted towards elements such as green stormwater infrastructure, reclaimed concrete material,

educational signage, shade trees and benches.

Ralph C. Wilson Jr. Foundation is the primary funder of the Built to Play Matching Grant Program in conjunction with The Skatepark Project. Founded by his namesake, the mandated 20-year spend down includes community skatepark projects throughout western New York and eastern Michigan.

Niagara Frontier Automobile Dealers Association (NFADA), through its New Car Dealers of WNY Charitable Foundation, has awarded \$100,000 to the Ellicottville Skatepark project. NFADA's generous donation provides them with title sponsorship status for the skatepark.

Cattaraugus Region Community Foundation, established in 1994, is a public 501 (c)(3) nonprofit organization chosen by SK8EVL as the committee's trusted fiduciary for all incoming funding for the Ellicottville Skatepark.

IV. Scope of Work:

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

A. Skatepark Theme and Design Approach

The Skatepark Committee has worked several years on gaining local support for a public skatepark in Ellicottville and founded its fundraising on several key elements or themes. The Proposal shall express how the Contractor's design approach will build upon the following concepts and shows the contractor's understanding of the Steering Committee's intent:

- a) A concrete skate park that is suitable for all levels of riders.
- b) A design that is visually and functionally integrated into the immediate surroundings of the existing municipal park.
- c) A design that reflects Ellicottville's sense of place: as a residential community first and as a four-season recreational tourism destination.
- d) A design that reflects Ellicottville's natural setting in a mountain valley, surrounded wooded hill sides, and valley creeks.
- e) An overall design that reflects the skatepark's context in the Village Park, within the Village and Town and in WNY region as a whole.
- f) A design that takes advantage of the Environmental Impact Award to fund processes and design features that lessen the environmental impact of the skatepark.

B. Scope of Work

Task 1 - Meetings

a. Kick-off meeting

The Contractor shall facilitate and lead an on-site kick-off meeting with the Steering Committee (which shall consist of SK8EVL representatives, Village Board representatives and Engineering Department representatives). The Kick-off meeting should be held in person within two (2)

weeks of contract execution.

b. Design Charrettes

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

c. Steering Committee meetings.

The design scope of work shall include at least three (3) additional presentations/meetings (not including kick-off meeting) with the Steering Committee and/or Village Board after the first public charrette and before acceptance of final design, which shall consist of SK8EVL representatives, Village Board representatives and Engineering Department representatives.

Task 2 - Preliminary Design

The Contractor shall work with the Village Engineering Department and the Steering Committee to complete the preliminary design of the skatepark. The contractor shall provide the Steering Committee with a preliminary design that at a minimum, includes the following:

- a. Conduct research, collect, and assemble engineering and other data necessary to design and construct the Project. Including but not limited to location, topography, and geotechnical data; utility/roadway location and easements; and environmental/historical data. Assessment of anticipated environmental permitting.
- b. The Contractor shall field verify the location and availability of existing utilities.
- c. Investigate the site to ascertain the general and local conditions that can affect the work or its cost. Contact the Village's point of contact above to arrange site access.
- d. Design Report, which should include at a minimum:
 - o Coversheet, table of contents, preliminary design plans.
 - o Description of location and existing conditions.
 - o Location-specific recommendations based on best practices, opportunities and/or constraints posed by options, and preliminary engineering and cost considerations;
 - o Programming recommendations linking back to input received from the 1st community design charrette;
 - o Design recommendations;
 - o Preliminary construction cost estimates;
 - o Construction sequencing;
 - o Identified engineering, construction, legal and funding constraints;
 - o Proposed methods to incorporate environmental enhancements, educational signage and green stormwater management; and
 - o Signed and sealed by a NYS-licensed professional engineer.
- e. The design shall accommodate all ages, abilities, and skill levels with a transitional park design. The skatepark design should also accommodate multiple users at once.

- f. The design should facilitate skate in/out features and primarily serve skateboarders, as well as inline/roller skaters. The design shall incorporate the principles of universal design to the fullest extent possible.
- g. The design should connect the skate park to the existing Village Park facilities and surrounding trail system and take advantage of the existing landscape whenever possible.
- h. Integrate “green” stormwater infrastructure in a way that not only protects water quality but also serves as a habitat creation, recreational connectivity and a unique gathering spot for users of the skatepark and Village Park in general.
- i. A preliminary stormwater pollution prevention plan (SWPPP) prepared to “Blue Book” standards for stormwater management.
- j. Site lighting. Portions of the Village Park are currently lit (on timers) until approximately 11:00 p.m. The skatepark design shall accommodate the future lighting for both use of the skatepark after dark and security lighting for the immediate surroundings of skatepark-oriented seating and paths. To be shown as an alternate.
- k. Water Service (maintenance and drinking fountain)
- l. The Contractor shall submit preliminary plans and specifications for review by Steering Committee. Submit two (2) hard copy sets in addition to PDF format. Preliminary Design plans shall include plans, sections, elevations, 3D views, typical details and diagrammatic layouts as required to describe the size, character, and design intent of the Project. Preliminary Design specifications shall identify the major materials and systems and establish the level of fit and finish for the Project.
- m. Review meeting with Steering Committee to review preliminary plans and specifications.

Task 3. Final Design:

- a. Respond to review comments
- b. Submit permits/legal documents – prepare any permits/legal documents and environmental review (SEQRA/SHPO) that are required for construction.
- c. Submit final plans, specifications, project manual, and cost estimate.
- d. Submit environmental impact design.
- e. Submit construction cost estimates
- f. Submit construction schedule
- g. Provide subcontractor agreements

Task 4. Permits, Licenses, and Insurance:

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

Proof of insurance is required in the following amounts:

1. Worker’s Compensation and Disability Benefits with coverage to the statutory limits as required by the laws of the State of New York in sufficient limits to discharge obligations under all applicable state Worker’s Compensation laws, and, where applicable, the United States Longshoremen and Harbor Workers Act, the Jones Act and Admiralty or Maritime Law.

2. Employers Liability Insurance, including occupational disease coverage, in the amount of at least \$1,000,000.
3. Commercial General Liability Insurance providing coverage for the Contractor for legal liability and customarily covered expenses for bodily injury and property damage with respect to the Work under this Contract, in the amount of at least \$1,000,000.
4. Comprehensive Automobile Liability insurance in the amount of at least \$1,000,000 Combined Single Limit, and shall include the MCS-980 Sudden and Accidental Pollution endorsement.
5. Owner's Protective Liability insurance providing coverage for the Owner as the named insured for legal liability, in the amount of at least \$1,000,000 Per Occurrence and \$1,000,000 in the Aggregate.
6. Umbrella Coverage/Excess Liability Insurance providing coverage for the Owner and the Contractor for costs in excess of the limits set forth above so that the total aggregate limit of liability under the primary and umbrella policies is not less than \$1,000,000.
7. Owner, Engineer, and all others required, shall be named as additional insured on all previously mentioned insurance policies.
8. Proof of the insurance requirements previously listed shall be submitted to the Engineer for review and approval, prior to the commencement of any work.

Task 5. Construction Phase.

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

- a. Provide required documents including but not limited to proof of insurance, bonds, contracts, permits.
- b. Provide contact information for their project manager and construction superintendent.
- c. Review and approve shop drawings.
- d. The Contractor shall notify the Ellicottville Engineering Department (7) days prior to start of work.
- e. Coordinate pre-construction conference.
- f. Ensure continuity of facilities existing operations. Schedule work to minimize interference with normal operations of the Village Park including ball diamond/bleachers, Town soccer fields, dog park, tennis courts, basketball court or any other developed park facilities and special events.
- g. Provide construction control, layout, and surveying.
- h. Provide quality control inspection and testing.
- i. Coordinate weekly project status meetings between the Owner and the on-site construction foreman.
- j. Contractor and subcontractor personnel shall, at all times, wear company identification.
- k. Safety. During the execution of this contract, the Contractor shall conform to the rules and regulations as set forth by OSHA Safety and Health Standards, 29 CFR Part 1926 - Safety and Health Regulations for Construction. Personal Protective Equipment shall be worn on site by all contract personal and visitors all times during the construction period.
- l. Recycling and Disposal of Refuse. Refuse, excess or waste materials resulting from construction operations shall become the property of the Contractor and shall be recycled and/or disposed of off-site or as otherwise specified in the Scope of Work. All disposals shall be done in accordance with applicable federal, state, and local laws and regulations.
- m. Prepare and submit within 60 days of completion "As Built" drawings in sufficient detail to meet

the requirements of the Village Engineer (in .pdf and AutoCAD format).

- n. Prepare and submit project deliverables including daily inspection reports, testing reports, O&M manual, project photos, etc.
- o. Perform final walk-through with Owner.
- p. Address all punch-list prior to final turn over to the Village.

V. Tentative Project Schedule:

The Proposal shall include a schedule starting from the point of project execution through completion of construction, including meetings, milestone deliverables, review periods and key construction milestones. Due to funding commitments, the anticipated schedule shown below must be complete by October 31, 2022.

- | | |
|--|------------------------------------|
| ○ RFP Issued | November 18, 2021 |
| ○ Mandatory Pre-bid Meeting (in-person or via ZOOM) | December 8, 2021 - 10:00 a.m. |
| ○ Optional Site Visit (following pre-bid meeting) | December 8, 2021 |
| ○ Requests for Information (written) | December 10, 2021 |
| ○ Proposals Due | January 14, 2022 |
| ○ Interviews of short-listed firms (t.b.d.) | February 3, 2022 |
| ○ Village Board award and notice to proceed | February 15, 2022 |
| ○ Charrettes | <i>(proposed by selected firm)</i> |
| ○ Preliminary Design Phase | <i>(proposed by selected firm)</i> |
| ○ Final Design Phase | <i>(proposed by selected firm)</i> |
| ○ Construction Start (weather permitting) | May 1, 2022 |
| ○ Construction complete (including final punch list) | October 31, 2022 |

VI. Project Budget:

The total project budget is not to exceed a total of \$550,000 inclusive of design, construction, and construction management. \$500,000 for skatepark planning, design and construction of the skatepark facility, and \$50,000 for planning, design and construction of environmental enhancements.

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

VII. Selection Process / Selection Committee:

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

At a minimum, proposals shall include:

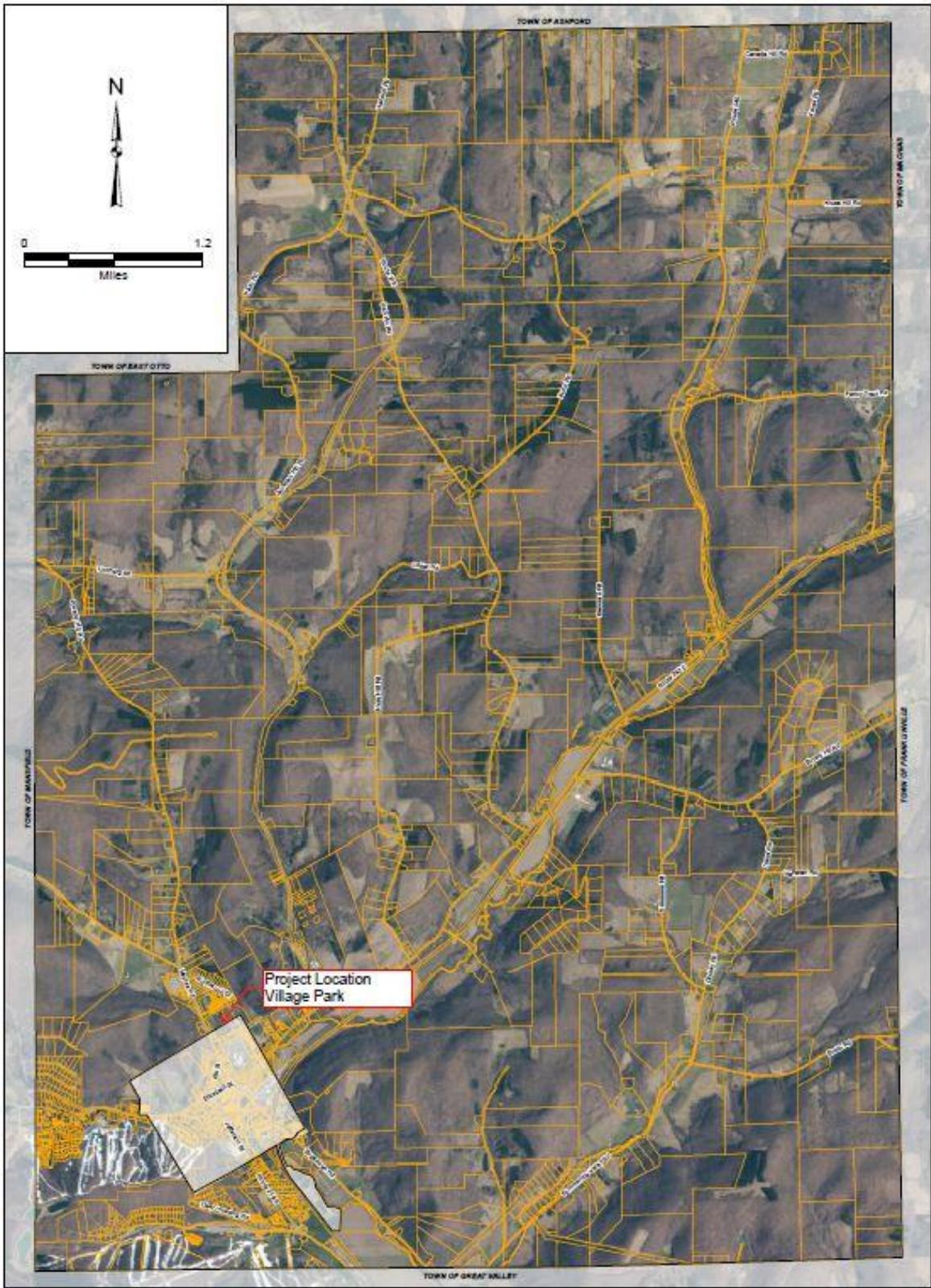
- A. Cover Letter. Including the author's authority to undertake the work and identifying all subconsultants and subcontractors.
- B. Technical Approach to complete the Scope of Work in Section IV.
- C. Proposer's Anticipated Project Schedule. Including rationale for deviations from the tentative

Project Schedule presented in Section V.

- D. Project Budget Per Section VI. Please see Instructions to Bidders and complete the attached Bid Forms.
- E. Qualifications of individuals to be assigned to Ellicottville's project. Including a 1–2-page resume of key individuals (Project Manager(s), Designers, Civil lead, etc.) and an organizational chart including all subconsultants.
- F. Qualifications of prime consultant and key subconsultants. Including 3-5 project histories of similar skatepark design-build projects similar in nature and size as Ellicottville's and in similar climatic area. Project descriptions shall include size, currently available client reference, and design and construction costs.

VIII. Selection Criteria:

- A. Attendance at Site Visit 5%
- B. Completeness of Proposal and Responsiveness to RFP. 10%
 - 1. Clarity and brevity of proposal
 - 2. Ability to communicate Project Understanding and Technical Approach
- C. Expertise of Firm and Personnel. 20%
 - 1. individual team members' experience on related projects
 - 2. individual team members' qualifications
- D. Capacity of Firm. 20%
 - 1. Demonstration of Firm's ability to meet schedule and time commitments
- E. Record of Past Performance of Firm 15%
 - 1. Demonstrated experience working with local steering committees and community stakeholders
 - 2. Demonstrated technical quality, schedule performance, change order history, cooperation with owner/clients
 - 3. Incorporated Environmental Enhancement Features
- F. Creativity 10%
 - 1. Demonstrated history of innovation
 - 2. Proposal demonstrates a design that is: tailored to the site and locale, incorporation of green infrastructure elements, connectivity between skatepark, Village Park and trail system
 - 3. Evidence of involvement of local companies (i.e.: civil design, survey, materials, and construction...)
- G. Budget and Schedule 20%
 - 1. Breakdown of project costs
 - 2. Total project cost vs. skatepark size and features
 - 3. Demonstrated ability to meet project schedule and milestones.



AERIAL IMAGERY
October 2018

Town of Ellicottville
Cattaraugus County, New York

PREPARED FOR:
THE TOWN OF ELICOTTVILLE
PO BOX 870
1 WEST WASHINGTON STREET
ELICOTTVILLE, NY 14221

PREPARED BY:
ARCOSM
201 WEST GENESSEE STREET
SUTON 800
WILKES-BOY 14222

LEGEND

 Parcel

LOCATION MAP

Source:
Cattaraugus Location Information Service (LIS), 2018
Cattaraugus County Office of Real Property Tax Parcel Data, 2017
City Boundaries (COC), 2016
ESRI World Imagery

J:\Project\648611_01\Comps\GIS\MAPS\Aerial.mxd 1/16/2018

INSTRUCTIONS TO BIDDERS

Proposals shall be accompanied with the following documents:

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

The contract shall be between the Contractor and:

Village of Ellicottville
1 W. Washington Street
P.O. Box 475
Ellicottville, New York 14731

Proposals shall be submitted to the Village of Ellicottville Engineer at:

Mr. Ben Slotman
Village Engineer - Village of Ellicottville
1 W. Washington Street
P.O. Box 475
Ellicottville, New York 14731
Phone: 716-699-9005
Email: ben.slotman@evlengineering.com

Please direct any questions about the Scope of Work to the Skate Park Project Committee through the Village Engineer Ben Slotman ben.slotman@evlengineering.com or by calling (716) 699-9005.

ALL PROPOSALS SHALL BE DELIVERED TO THE VILLAGE OF ELLICOTTVILLE ENGINEERING DEPARTMENT AT 17 MILL STREET, ELLICOTTVILLE NEW YORK ON OR BEFORE 11:30 AM PREVAILING TIME ON FRIDAY, JANUARY 14, 2022.

Forms received with the Digital Distribution Set markings will not be accepted.

Copies of the Request for Proposals documents may be obtained at the office of the Ellicottville Engineering Department, 17 Mill St, Ellicottville, New York 14731 or by contacting the Village Engineer at ben.slotman@evlengineering.com

VILLAGE OF ELLICOTTVILLE
 VILLAGE PARK, NEW CAR DEALERS OF WNY - ELLICOTTVILLE SKATEPARK PROJECT

Bid Form

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____. To Village of Ellicottville (hereinafter called "OWNER").

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

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

ITEM	DESCRIPTION	UNITS	QUANTITY	COMPLETION DATE	TOTAL
1	Task 1: Meetings	LS	1		
2	Task 2: Preliminary Design	LS	1		
3	Task 3: Final Design	LS	1		
4	Task 4: Permits, Licenses, & Insurance	LS	1		
5	Task 5a: Construction	LS	1	October 31, 2022	
6	Task 5b: GSDC	LS	1	October 31, 2022	
7	Task 5c: Deliverables - Project Closeout	LS	1	October 31, 2022	
	TOTAL				

TOTAL AMOUNT OF ALL BID PRICES: \$ _____
 (Number)

 (Written)

Respectfully submitted:

Name of the Contractor	Street Address
Signature	City, State, and Zip
Title	Date
License number (if applicable)	

SEAL - (if BID is by a Corporation)

BIDDER'S QUESTIONNAIRE

Village of Ellicottville
Village Park, New Car Dealers of WNY - Ellicottville Skatepark Project

Submitted By: _____

Which is:

_____ A Corporation _____ A Co-Partnership _____ An Individual

Principal Office Address:

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

Part 1 – General Bidder Information

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

Project: _____

Type of Work: _____

Total Construction Cost: _____

Date of Completion: _____

Project Owner: _____

(provide references and
Contact information) _____

Project: _____
Type of Work: _____
Total Construction Cost: _____
Date of Completion: _____
Project Owner: _____
(provide references and
Contact information) _____

Project: _____
Type of Work: _____
Total Construction Cost: _____
Date of Completion: _____
Project Owner: _____
(provide references and
Contact information) _____

Attach additional information with this Questionnaire if necessary.

4. Has your company ever failed to complete any work awarded to you? _____

If so, where and why?

5. Has your company been issued a Notice of Termination on any work awarded to you? _____

If so, where and why?

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

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

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

8. For what **corporations or individuals** have you performed work within the last 5 years? (Please provide references).

Project: _____
Type of Work: _____
Total Construction Cost: _____
Date of Completion: _____
Project Owner:
(provide references and
Contact information) _____

Project: _____
Type of Work: _____
Total Construction Cost: _____
Date of Completion: _____
Project Owner:
(provide references and
Contact information) _____

Project: _____
Type of Work: _____
Total Construction Cost: _____
Date of Completion: _____
Project Owner:
(provide references and
Contact information) _____

Attach additional information with this Questionnaire if necessary.

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

Project: _____
Type of Work: _____
Total Construction Cost: _____
Date of Completion: _____
Project Owner:
(provide references and
Contact information) _____

Project: _____
Type of Work: _____
Total Construction Cost: _____
Date of Completion: _____
Project Owner:
(provide references and
Contact information) _____

Project: _____
Type of Work: _____
Total Construction Cost: _____
Date of Completion: _____
Project Owner:
(provide references and
Contact information) _____

Attach additional information with this Questionnaire if necessary.

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

Individual's Name: _____
Current Company Position: _____
Years of Construction Experience: _____
Types and Magnitude of work completed: _____

Individual's Name: _____
Current Company Position: _____
Years of Construction Experience: _____
Types and Magnitude of work completed: _____

Individual's Name: _____
Current Company Position: _____
Years of Construction Experience: _____
Types and Magnitude of work completed: _____

Attach additional information with this Questionnaire if necessary.

LEGAL STATUS INFORMATION

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

FIRM NAME: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Area Code _____ Telephone _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Area Code _____ Telephone _____

Website: _____

CONTRACT TO BE SENT TO: Principal Office: _____ Local Office: _____

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York: Yes _____ No _____ Not Applicable _____)

TRADE NAME: _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____

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

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

NON-COLLUSIVE BIDDING CERTIFICATION

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:

- a) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b) 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
- c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

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

Village of Ellicottville
Village Park, New Car Dealers of WNY - Ellicottville Skatepark Project

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

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

Affix Corporate Seal _____
Secretary

RESPECTFULLY SUBMITTED,

BY: _____
Name & Address of Bidder

Signature & Title of Authorized Officer

Date

AGREEMENTS / CONTRACT REQUIREMENTS

1. BID DEPOSIT:

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

2. PERFORMANCE & PAYMENT BOND.

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

3. BID FORM.

Bid shall be submitted on these Village of Ellicottville bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

4. CHANGES.

Any change in wording or interlineation by a bidder of the inquiry as published by Village of Ellicottville shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. INFORMALITIES.

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

6. BID TIME.

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

7. INVESTIGATIONS.

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

8. NON-COLLUSIVE CERTIFICATION.

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

9. CONTRACT AWARD.

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

10. EXECUTORY CLAUSE.

This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid: It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the Village of Ellicottville and appropriated therefore, and no liability on account thereof shall be incurred by the Village of Ellicottville beyond the monies available and appropriated for the purpose thereof.

11. PRICES.

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

12. TRANSPORTATION CHARGES.

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

13. TAXES.

No taxes are to be billed to the Village of Ellicottville. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the Village of Ellicottville is not exempt shall be listed separately as cost elements, and added into the total net bid.

14. COMPLIANCE WITH LAWS.

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

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

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

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

15. CONTRACT ASSIGNMENTS.

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

16. CASH DISCOUNT.

ANY CASH DISCOUNT which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Village of Ellicottville policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Village of Ellicottville will take the discount when payment is made. If this is unsatisfactory, please quote net. The Village of Ellicottville will not pay any interest charges.

17. ALTERNATE ITEMS.

If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Village of Ellicottville of the item offered.
- (d) List of other installations.

18. ADDITIONAL INFORMATION.

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

19. WORKMANSHIP.

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion, may be rejected and shall be made good by the contractor at his own expense.

20. HOLD HARMLESS.

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Village of Ellicottville and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

21. BID VALIDITY.

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 60 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Clerk of the Village of Ellicottville. Upon withdrawal of the bid pursuant to this paragraph, the Village of Ellicottville will forthwith return the bidder's security deposit.

22. CONTRACT INTEREST.

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

23. OTHER CUSTOMERS.

Prices charged to Village of Ellicottville are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA

contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the Village of Ellicottville.

24. PRICE IS FIRM.

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

25. BIDDER AFFIRMATION.

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the Village of Ellicottville will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations, or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

26. CALCULATION OF PURCHASE PRICE

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

27. INSURANCE

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

Notice of Award

Project:	21004	Owner:	Village of Ellicottville
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Contract:	Village Park, New Car Dealers of WNY - Ellicottville Skatepark Project
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Bidder: _____

Bidder's Address: _____

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

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

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

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

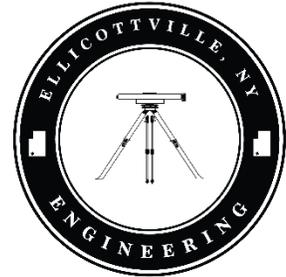
You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this the _____ day of _____, 2022.

Village of Ellicottville

By _____

Title _____ - Ellicottville, NY



ACCEPTANCE OF NOTICE:

Contractor

By: _____
Authorized Signature

Title

Date

Notice To Proceed

Project:	21004	Owner:	Village of Ellicottville
Contract:	Village Park, New Car Dealers of WNY - Ellicottville Skatepark Project		
Bidder:			
Bidder's Address:			

You are notified that the Contract Times under the above contract will commence to run on _____, 2022. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Bid Sheet, the final date for delivery of the finished project shall be October 31, 2022

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

Dated this the ____ day of _____, 2022.

Village of Ellicottville

By _____

Title _____ – Ellicottville, NY



ACCEPTANCE OF NOTICE:

_____ Contractor

By: _____ Authorized Signature

_____ Title

_____ Date



Ellicottville Engineering Department

17 Mill St. Ellicottville, New York 14731

Phone: (716) 699-9005



AGREEMENT BETWEEN VILLAGE OF ELLICOTTVILLE AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between _____ Village of Ellicottville _____ (Owner)
and _____ (Contractor).

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

ARTICLE 1 - WORK

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

The Village of Ellicottville (the Village) is seeking proposals for a design/build project. It is the intent of the Village to identify a qualified firm to provide skatepark design and construction services—including architectural, engineering, cost estimating and construction from concept through construction for a complete and operational skatepark. The intent is to build an approximately 10,000 square foot concrete skatepark within a previously designated location inside the Village Park on Parkside Drive.

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

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Village of Ellicottville
Village Park, New Car Dealers of WNY - Ellicottville Skatepark Project

ARTICLE 3 - CONTRACT TIMES

3.01 The Work will be substantially completed by October 31, 2022, and completed and ready for final payment by June 1, 2022.

3.02 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed within the times specified in Paragraph 3.01 above, plus any extensions thereof agreed to. Failure to complete work and make delivery of materials within the stated time period shall result in a notification to the Contractor and the beginning of a 5 Working Day Grace

Period. Failure to deliver with the Grace Period will result in a penalty of 1% of the Contract Price on a per day basis from the date of notification and/or cancellation of Contract.

ARTICLE 4 - CONTRACT PRICE

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

- A. **The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bid Sheet.**
- B. **CONTRACTOR shall submit a voucher and invoice for payment to the Owner on a monthly basis in a form acceptable to the Village Engineer based on an acceptable payment schedule provided by the CONTRACTOR for the time period of the contract.**

ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all available or known reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor 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 Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6 – CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. The Request for Proposal
 - 3. Contractors Bid

ARTICLE 7 - MISCELLANEOUS

7.01 Assignment of Contract

- A. The CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Contract, or any portion thereof, or of its right, title, or interest therein, or its power to execute such Contract, to any other person or corporation without the previous consent in writing of the OWNER.
- B. The provisions of this Section shall not hinder, prevent, or affect an assignment by the CONTRACTOR for the benefit of creditors made pursuant to law, nor is it intended to prohibit subcontracting a portion of the Work of the Contract in accordance with the provisions of the law, and this Contract.

7.02 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.03 Severability

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

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

This Agreement will be effective _____ which is the Effective Date of the Agreement. This Agreement shall not be effective unless and until Agency's designated representative concurs.

OWNER:

Village of Ellicottville
P.O. Box 475
Ellicottville, New York 14731

CONTRACTOR:

By: _____

Title: Village Mayor

[CORPORATE SEAL]

Attest: _____

Title: _____

Designated Representatives:

Name: Ben Slotman, P.E.

Title: Village Engineer

Address for giving notices:

P.O. Box 475

17 Mill Street

Ellicottville, NY 14731

Phone: (716) 699-9005 FAX: _____

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

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Designated Representatives:

Name: _____

Title: _____

Address for giving notices:

Phone: _____ FAX: _____

License No.: _____
(Where applicable)

Agent for service or process: _____

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



CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE: _____

OWNER: _____

CONTRACTOR: _____

Contract: _____

Project: _____

OWNER's Contract No. _____ ENGINEER's Contract No. _____

- This Certification of Substantial Completion applies to **all Work** under the Contract Documents.
 This Certification of Substantial Completion **applies to the following specified parts** of the Contract Documents:

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

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

Date of Substantial Completion

- A "Punch-List" of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within _____ days of the above date of Substantial Completion.

- Liquidated Damages Assessed in the Amount of: \$ _____ based on contract completion date and agreed upon amount in the original project advertisement.