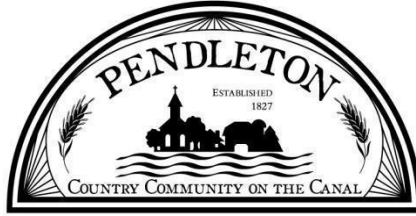


TOWN OF PENDLETON
6570 Campbell Boulevard
Lockport, NY 14094



May 12, 2025

INVITATION TO BID NO. 1

PROPERTY MAINTENANCE OF UNMAINTAINED STRUCTURES AND PARCEL

Overview: The Town of Pendleton is accepting bids for unit pricing for property maintenance performed at the direction of the Town Board and the Building Department. Such work will be directed in response to non-responsiveness to notices of Town Code violations related to the maintenance and upkeep of structures and properties. Such efforts will be undertaken to ensure properties meet the minimum requirements of the Town Code, ensuring public safety and quality of life for residents.

Project Location: As identified by the Town Code compliance process.

Project Description: The proposed work includes efforts related to property maintenance, including mowing, weed removal, debris removal, repair of structures, and clearing of snow accumulation. All bids are to include unit pricing for such efforts.

Requested Proposal: Submitted proposals including bid pricing must include all costs, including materials and labor, to complete the project as detailed. Furthermore, proposals must reflect current Prevailing Wage requirements. All materials required in specific operations must be priced reflecting the use of new, unused, materials that meet minimum standards for the application. All efforts requiring the removal of debris or other material must include removal and disposal of such material off-site.

Contract Term: The Town of Pendleton is awarding a two-year contract term, which may be extended in two-year periods at the same bid price upon mutual agreement of the successful bidder and the Town of Pendleton.

Contract Award: A contract with the successful bidder is anticipated to be awarded at the June 9, 2025 meeting of the Town Board of the Town of Pendleton.

The contract will begin immediately upon initiation of a final contract and submission of an insurance certificate naming the Town of Pendleton as additionally insured.

Contact: Any questions and other communications are to be directed to Building Inspector Ron Diedrich, who may be reached at (716) 625-8833.

Submittal: All submittals are to be delivered via sealed envelope to the Town Clerk's Office at the Town Hall by the posted deadline. The Town Hall mailing address is 6570 Campbell Boulevard, Lockport, NY 14094.

Deadline: All proposals are due to the Town Clerk of the Town of Pendleton by 3:00 pm on June 4, 2025.

BID SPECIFICATIONS

BID ITEM No. 1 - MOWING LAWN / WEED AREA – 10" OR GREATER IN HEIGHT

In the event that grass or weeds exceed 10-inches in height, the Building Department may determine that the lawn/weed area needs to be mowed. Upon notification by the Building Department, the Contractor shall furnish all equipment and labor to mow designated grass or weed area, including edging of all sidewalks and driveways; raking & removal of all clippings to a landfill/dump/compost facility; sweeping of sidewalks and driveways; trimming around all structures, trees and fences, etc. Bids shall indicate cost per square foot.

BID ITEM No. 2 - REMOVAL OF BRUSH

In the event an area on a particular property is overgrown with brush, the Building Department may determine that a brush hog or similar piece of equipment and its operator are needed to clean up such property. Upon notification by the Building Department, the Contractor shall furnish all equipment and labor to clear designated brush area, including raking & removal of all cleared brush to a landfill/dump/compost facility. Bids shall indicate cost per square foot.

BID ITEM No. 3 -TREE/BRUSH/SHRUB TRIMMING

In the event tree limbs are hanging down or bushes or shrubs on a particular property are not adequately maintained such that they become a violation, the Building Department may determine that they need to be trimmed or portions of same need to be removed. Upon notification by the Building Department, the Contractor shall furnish all equipment and labor to trim the designated tree(s), brush, shrub(s), including raking & removal of all cleared debris to a landfill/dump/compost facility. Bids shall indicate cost per square foot.

BID ITEM No. 4 - CLEANING LANDSCAPED BEDS

In the event landscaped beds become overgrown with weeds or grass, or debris is accumulated therein such that they become a violation, the Building Department may determine that such landscaped beds need to be cleaned out. Upon notification by the Building Department, the Contractor shall furnish all equipment and labor to clear designated landscaped bed(s) of weeds, trimmings, debris, etc., including raking & removal of all cleared debris to a landfill/dump/compost facility. Bids shall indicate cost per hour.

BID ITEM No. 5 - INSTALLATION AND REPAIR OF ROOFING (LESS THAN OR EQUAL TO 4 ON 12 SLOPES)

In the event that a roof requires repair, the Building Department may determine that asphalt shingles need to be installed. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and new materials to install New York State Building Code compliant (115 mph wind speed) asphalt shingles to an existing designated roof area.

BID ITEM No. 6 – INSTALLATION AND REPAIR OF ROOFING TO INCLUDE ROOF FRAMING AND SHEATHING (LESS THAN OR EQUAL TO 4 ON 12 SLOPES)

In the event that a roof requires repair, the Building Department may determine that asphalt shingles need to be installed. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and new materials to install any required roof framing and/or sheathing and New York State Building Code compliant (115 mph wind speed) asphalt shingles to an existing designated roof area.

BID ITEM No. 7 - INSTALLATION AND REPAIR OF ROOFING (GREATER THAN 4 ON 12 SLOPES)

In the event that a roof requires repair, the Building Department may determine that asphalt shingles need to be installed. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and new materials to install New York State Building Code compliant (115 mph wind speed) asphalt shingles to an existing designated roof area.

BID ITEM No. 8 - INSTALLATION AND REPAIR OF ROOFING TO INCLUDE ROOF FRAMING AND SHEATHING (GREATER THAN 4 ON 12 SLOPES)

In the event that a roof requires repair, the Building Department may determine that asphalt shingles need to be installed. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and new materials to install any required roof framing and/or sheathing and New York State Building Code compliant (115 mph wind speed) asphalt shingles to an existing designated roof area.

BID ITEM No. 9 - INSTALLATION AND/OR REPLACEMENT OF ALUMINUM SIDING

In the event that aluminum siding needs to be replaced or installed. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and new materials to remove and/or install New York State Building Code compliant contractor grade aluminum siding to an existing designated area.

BID ITEM No. 10 - INSTALLATION AND/OR REPLACEMENT OF WOOD SIDING

In the event that wood siding needs to be replaced or installed. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and new materials to remove and/or install New York State Building Code compliant contractor grade wood siding to an existing designated area.

BID ITEM No. 11 - INSTALLATION AND/OR REPLACEMENT OF VINYL SIDING

In the event that vinyl siding needs to be replaced or installed. Upon notification by the

Building Department, the Contractor shall furnish all equipment, labor and new materials to remove and/or install New York State Building Code compliant contractor grade vinyl siding to an existing designated area.

BID ITEM No. 12 - EXTERIOR PAINTING OF BUILDINGS

In the event that a structure requires painting, the Building Department may determine that painting and associated services may be required. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and new materials to scrape off all loose paint and/or prime any exposed surfaces and/or apply one-coat of exterior-grade oil-based paint to an existing designated area.

BID ITEM No. 13 - REMOVAL OF GARBAGE AND DEBRIS

In the event that a structure or parcel contains unacceptable levels of junk, garbage, debris and/or contents, the Building Department may determine that cleanup and removal is required. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to cleanup, remove and dispose of all garbage, Junk, debris and/or contents of a structure or parcel.

BID ITEM No. 14 - REMOVAL OF GRAFFITI

In the event that a structure has been marked with graffiti, the Building Department may determine that removal is required. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to remove identified graffiti from a structure. Graffiti removal methods are likely to include, but are not limited to: hot water cleaning, cleaning by use of proprietary cleaning agents and/or soda washing. All other cleaning methods must be pre-approved by the Building Department. No method of graffiti removal shall result in the denaturing of the original surface.

BID ITEM No. 15 - PROVIDE 4-FT HIGH CHAIN LINK POOL BARRIER AS PER CODE

In the event that a pool barrier is missing, the Building Department may determine that a 4-foot high chain link pool barrier is to be installed. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to install pool barrier components within the designated area and in compliance with all applicable codes.

BID ITEM No. 16 - REPAIR OF EXISTING FENCING / POOL BARRIER

In the event that an existing fence / pool barrier requires repair, the Building Department may determine that repairs are required. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to make all required code compliant repairs to the existing fence / pool barrier.

BID ITEM No. 17 – INSTALLATION OF EXISTING FENCING / POOL BARRIER (4-FT HIGH CHAIN LINK)

In the event that an existing 4-foot-high chain-link fence / pool barrier requires repairs, the Building Department may determine that replacement is required. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to replace all fence / pool barrier components within the designated areas and in compliance with all applicable codes.

BID ITEM No. 18 - INSTALLATION OF EXISTING FENCING / POOL BARRIER (6-FT CHAIN LINK)

In the event that an existing 6-foot tall chain link fence / pool barrier requires repairs, the Building Department may determine that replacement is required. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to replace all fence / pool barrier components within the designated areas and in compliance with all applicable codes.

BID ITEM No. 19 - REPLACEMENT OF EXISTING FENCING / POOL BARRIER (6-FT WOOD STOCKADE)

In the event that an existing 6-foot tall wood stockade fence / pool barrier requires repairs, the Building Department may determine that replacement is required. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to replace all fence / pool barrier components within the designated areas and in compliance with applicable codes.

BID ITEM No. 20 - LATCH AND PADLOCK INSTALLATION

In the event that a designated area requires controlled and secure access, the Building Department may determine that a latch and padlock are required to be installed. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to install a new latch and padlock as directed by the Building Department.

BID ITEM No. 21 - ENCLOSURE OF OPENINGS (LESS THAN OR EQUAL TO 32 SQ. FT.)

In the event that an existing structure becomes compromised to the elements, the Building Department may determine that the compromised opening requires closure. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to install 32 sq. ft. or less of enclosure as directed by the Building Department.

BID ITEM No. 22 - ENCLOSURE OF OPENINGS (GREATER THAN 32 SQ. FT. BUT LESS THAN 70 SQ. FT.)

In the event that an existing structure becomes compromised to the elements, the Building Department may determine that the compromised opening requires closure. Upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to install between 32 sq. ft. and 70 sq. ft. of enclosure as directed by the Building Department.

BID ITEM No. 23 - PUMPING OUT WATER FROM A IN-GROUND OR ABOVE-GROUND POOL COVER

In the event that the water in a pool cover in an above-ground or in-ground pool causes a hazardous condition or creates an infestation of insects, the Building Department shall determine that the water in the cover must be removed to eliminate the hazardous condition. Upon notification by the Building Department, the contractor shall furnish all equipment, labor and material to pump out the pool cover.

BID ITEM No. 24 - DEMOLITION OF SHED / GARAGE 600-SQ FT OR LESS

In the event that a structure or portion of a structure may represent a dangerous condition, the Building Department may determine that demolition is required. The Town shall mitigate the structure for environmental hazard(s) and upon notification by the Building Department, the Contractor shall furnish all equipment, labor and materials to demolish structures or portions of structures and remove and dispose of all garbage, debris, etc. to an appropriate landfill or dump. The structures or portions thereof shall be assumed to also include the associated foundation which shall also be removed and disposed of. The entire excavated foundation area is then to be filled level with adjacent grades with suitable materials.

BID ITEM No. 25 - MISCELLANEOUS PER HOUR TIME AND MATERIAL CHARGE

In the event that there is work that is required to be done to correct a hazardous condition that is not included in any other line of this bid, the Building Department shall determine that the work must be done to correct the condition. Upon notification by the Building Department the contractor shall furnish a time and material cost to complete the work.

BID TABULATION SHEET (1 of 3)

Bid Item #	Description	Unit of Bid	Unit Price
1	MOWING LAWN / WEED AREA – 10" OR GREATER IN HEIGHT	Square Foot	
2	REMOVAL OF BRUSH	Hour	
3	TREE/BRUSH/SHRUB TRIMMING	Hour	
4	CLEANING LANDSCAPED BEDS	Hour	
5	INSTALLATION AND REPAIR OF ROOFING (LESS THAN OR EQUAL TO 4 ON 12 SLOPES)	Per Square	
6	INSTALLATION AND REPAIR OF ROOFING TO INCLUDE ROOF FRAMING AND SHEATHING (LESS THAN OR EQUAL TO 4 ON 12 SLOPES)	Per Square	
7	INSTALLATION AND REPAIR OF ROOFING (GREATER THAN 4 ON 12 SLOPES)	Per Square	
8	INSTALLATION AND REPAIR OF ROOFING TO INCLUDE ROOF FRAMING AND SHEATHING (GREATER THAN 4 ON 12 SLOPES)	Per Square	
9	INSTALLATION AND/OR REPLACEMENT OF ALUMINUM SIDING	Square Foot	
10	INSTALLATION AND/OR REPLACEMENT OF WOOD SIDING	Square Foot	
11	INSTALLATION AND/OR REPLACEMENT OF VINYL SIDING	Square Foot	

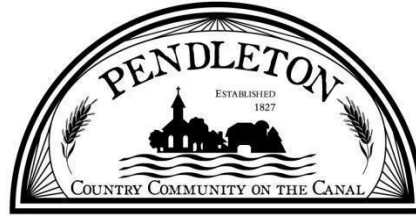
BID TABULATION SHEET (2 of 3)

Bid Item #	Description	Unit of Bid	Unit Price
12	EXTERIOR PAINTING OF BUILDINGS	Square Foot	
13	REMOVAL OF GARBAGE AND DEBRIS	Hour	
14	REMOVAL OF GRAFFITI	Square Foot	
15	PROVIDE 4-FT HIGH CHAIN LINK POOL BARRIER AS PER CODE	Linear Foot	
16	REPAIR OF EXISTING FENCING / POOL BARRIER	Linear Foot	
17	INSTALLATION OF EXISTING FENCING / POOL BARRIER (4-FT HIGH CHAIN LINK)	Linear Foot	
18	INSTALLATION OF EXISTING FENCING / POOL BARRIER (6-FT HIGH CHAIN LINK)	Linear Foot	
19	REPLACEMENT OF EXISTING FENCING / POOL BARRIER (6-FT HIGH WOOD STOCKADE)	Linear Foot	
20	LATCH AND PADLOCK INSTALLATION	Each	
21	ENCLOSURE OF OPENINGS (LESS THAN OR EQUAL TO 32 SQ. FT.)	Per Opening	
22	ENCLOSURE OF OPENINGS (GREATER THAN 32 SQ. FT. AND LESS THAN OR EQUAL TO 70 SQ. FT.)	Per Opening	

BID TABULATION SHEET (3 of 3)

Bid Item #	Description	Unit of Bid	Unit Price
23	PUMPING WATER FROM IN-GROUND OR ABOVE GROUND POOL	Cubic Foot	
24	DEMOLITION OF SHED / GARAGE 600 SQ. FT. OR LESS	Square Foot	
25	MISCELLANEOUS PER HOUR TIME AND MATERIAL CHARGE	Square Foot	

TOWN OF PENDLETON
6570 Campbell Boulevard
Lockport, NY 14094



INSTRUCTIONS TO BIDDERS (FORMAL)

1. **Bid shall be submitted on these Town of Pendleton 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. **ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT**
2. **Late Proposals.** Any responses received after the date and time prescribed will not be considered for contract award.
3. **Emergency Closings.** In the event the closing of certain Town facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Town's control, only bids received by the Town Clerk prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. **Any change in wording or interlineation by a bidder of the inquiry** as published by the Town of Pendleton 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. **The Town of Pendleton reserves the right to reject any and all bids**, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The Town does not obligate itself to accept the lowest or any other proposal.
6. **Award to the lowest responsible bidder.** For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified, to present information and documentation to satisfy the Town that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. **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.
8. **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 Town of Pendleton and appropriated therefore, and no liability on account thereof shall be incurred by the Town beyond the monies available and appropriated for the purpose thereof.

9. **Failure to meet delivery schedule** as per accepted bid may result in legal action by the Town of Pendleton to recover damages.

10. **Prices shall be quoted F.O.B. Destination**, delivered inside (The dock or inside office). "Tailgate delivery" will not be accepted unless specified by the Town of Pendleton.
11. **Collect transportation charges will not be paid by the Town of Pendleton.** All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included. There will be no additional charges for delivery.
12. **No taxes are to be billed to the Town of Pendleton.** Proposals 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. The Town of Pendleton Purchase Order is an exemption certificate. Any applicable taxes from which the Town of Pendleton is not exempt shall be listed separately as cost elements, and added into the total net price.
13. **The successful respondent 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.
14. **Gratuities, Illegal or Improper Schemes.** The Town may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Town official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The Town may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the Town shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.
15. **Insurance shall be procured by the Successful Bidder before commencing work**, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in the Agreement Addendum, unless otherwise stipulated in these Bid Specifications. If the insurance is not provided in acceptable form within this period of time, then the Town may declare the vendor non-responsive and award the contract to the next responsible vendor.
16. **Any cash discount** which is part of 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 Town of Pendleton policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Town will take the discount when payment is made. The Town will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.
17. **Changes in work.** The Town may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and the Town.
18. **Bid offering material other than that of specified manufacturer or trade name**

- will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.
19. **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 Town, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
 - (b) Descriptive literature of item offered, for evaluation.
 - (c) List of installations in the Town of Pendleton of the item offered.
 - (d) List of other installations.
20. **Any additional information** for 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.
21. **Workmanship must meet with the approval of the department head(s) 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 stage of completion, may be rejected and shall be made good by the contractor at his own expense.
22. **Contractor shall Clean up and remove** all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
23. **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 45 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 Town. Upon withdrawal of the bid pursuant to this paragraph, Town will forthwith return the bidder's security deposit.
24. **Prices charged to the Town of Pendleton** 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 automatically supply a copy of this contract within five days after notification of award.
25. **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.
26. **Extension of price protection.** Any contract entered into pursuant to this bid to supply the Town of Pendleton requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Pendleton. All extensions shall be submitted in writing and shall have prior approval by the Town.
27. **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 Town 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.
28. **The undersigned shall be fully accountable** for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, Town, County or State officer or agency empowered to investigate the contract or his performance.
29. **Termination of contract:**
- a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
 - b. At its option, the Town may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the Town.
 - c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
30. **The successful bidder to whom the bid is awarded shall indemnify and hold harmless** the Town of Pendleton 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.
31. **Status as an independent contractor:** The successful Bidder to whom the bid is awarded and the Town agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the Town or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither

- the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the Town or any department, agency or unit thereof.
32. **Governed by New York law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Niagara.
33. **A contract formed by the acceptance of this bid** shall be deemed to have been let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities pursuant to General Municipal Law 103 (16).

TOWN OF PENDLETON
6570 Campbell Boulevard
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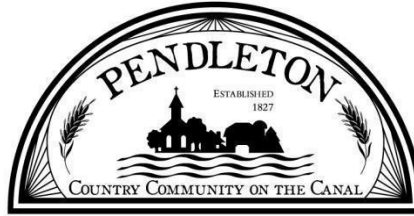


Exhibit A

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE _____

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

Check one: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____

FEDERAL ID NUMBER: _____

E-MAIL ADDRESS: _____

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 ____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE: _____

STREET _____

CITY _____ STATE _____ ZIP _____

AREA CODE _____ PHONE _____

NAMES AND ADDRESSES OF PARTNERS:

TOWN OF PENDLETON
6570 Campbell Boulevard
Lockport, NY 14094

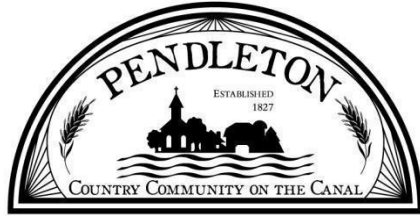


EXHIBIT B

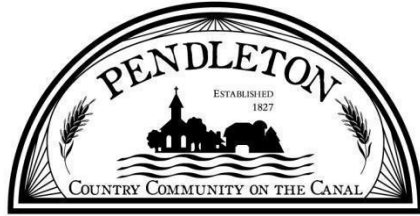
ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Town of Pendleton



ADDENDUM TO CONTRACT AWARD MAJOR EXPOSURE

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Pendleton from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least \$5,000,000.00.
 - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.
5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written

report must be submitted to the Town of Pendleton as soon thereafter as possible as and later than three (3) days after the date of such accident.

6. No Assignment: 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 of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.
7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with: Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
 - (a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
 - (b) Affirmative action as required by the Labor Law.
 - (c) Prevention of dust hazard required by Labor Law Section 222-a.
 - (d) Preference in employment of persons required by Labor Law Section 222.
 - (e) Eight-hour workday as required by Labor Law Section 220(2).
 - (f) Chapter 210 of the Town of Pendleton: Sex Offender Registration.
8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.
9. Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
10. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Niagara County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Pendleton, then the laws, statutes, rules, regulations or ordinances for New York State, Niagara county and/or the Town of Pendleton shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Niagara County, New York or in the United States District Court for the Western District of New York, Buffalo Division.
11. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Pendleton, at a meeting thereof held on _____. Joel Maerten, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Agreed to and Accepted by:

Print Name of Company

Town of Pendleton

By: _____
Signature

By: _____
Joel Maerten, Supervisor

Printed Name

Date: _____

Date: _____

TOWN OF PENDLETON
6570 Campbell Boulevard
Lockport, NY 14094

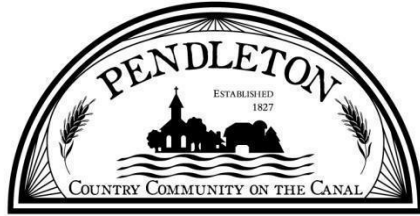


EXHIBIT D

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 his knowledge and belief:

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or 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.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____ ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

TOWN OF PENDLETON
6570 Campbell Boulevard
Lockport, NY 14094

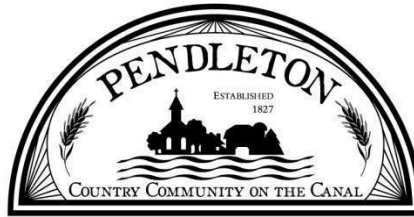


EXHIBIT E

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Pendleton (Town) receive information that a person is in violation of the above-referenced certification, the Town 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, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____