

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

## SECTION 001000

### NOTICE TO BIDDERS

PROJECT: Alterations to Building #51  
Emergency Housing Shelter  
38 Seward Ave.  
Middletown, New York 10940

#### DPW Project No.: RFB-OC095-21

Sealed bids for separate contracts for **ALTERATIONS TO BUILDING #51, EMERGENCY HOUSING SHELTER** will be received by James P. Burpoe, Commissioner of General Services of the County of Orange, at the office of the Department of General Services, Government Center, 255-275 Main Street, Goshen, New York 10924, up to and including **Wednesday, August 4, 2021, at 3:00 P.M.**, prevailing time. No bids will be received after 3:00 PM at which time the bids shall be publicly opened and read aloud.

**Contract No. 1G – General Construction**  
**Contract No. 2P – Plumbing & Fire Protection**  
**Contract No. 3H – Heating-Ventilation-Air Conditioning**  
**Contract No. 4E - Electrical**

A Pre-Bid Conference and site visit will be held at **BUILDING #51, 38 SEWARD AVE, MIDDLETOWN, NEW YORK at 10:00 AM on Wednesday, July 15, 2021**. Attendance by prospective Bidders is **strongly recommended**. Meeting will begin at the main entrance located facing Seward Avenue. All visiting personnel will be responsible for their own safety and personal protective equipment. **Face masks are required at this time for site visit to this facility.**

The Request for Bids may be obtained beginning Wednesday, June 30, 2021, at the Office of General Services at the above address between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday. A deposit of One Hundred Dollars (\$100.00) for each set of plans and specifications will be required from prospective bidders. Checks shall be made payable to the COUNTY OF ORANGE, COMMISSIONER OF FINANCE. Bidders are limited to a maximum purchase of THREE (3) full sets and they will be available on a first-come-first-serve basis.

For mailing of plans and specifications to prospective bidders, a non-refundable mailing fee of \$100 will be required by the County of Orange. The mailing fee shall be a separate check from the deposit for plans and specifications and shall be made payable to the County of Orange, Commissioner of Finance. Prospective bidders wishing to obtain documents through other delivery methods (i.e.: UPS, FedEx) shall provide their account number.

Awarded Contractors shall be required to provide Performance and Payment Bonds, each equal to 100% of the Contract amount and insurance coverages as specified in the Contract Documents, with the County, Architect and Construction Manager named as additional insureds, and prior to Final Payment, a one-year Maintenance Bond against any defects in workmanship or materials in an amount equal to 10% of the Contract Price at Substantial Completion

ADDITIONAL BIDDING REQUIREMENTS ARE INCLUDED IN THE INSTRUCTIONS TO BIDDERS.

DATED: June 30, 2021

BY: James P. Burpoe  
Commissioner of General Services

## SECTION 002000

### INSTRUCTIONS TO BIDDERS

#### 1.0 PRE-BID CONFERENCE

1.1 A pre-bid conference and site visit will be held at **Building #51, 38 Seward Avenue, Middletown, New York, on Thursday, July 15, 2021, at 10:00 A.M.** prevailing time. Attendance by prospective Bidders is **strongly recommended**. Meeting will begin at the main entrance facing Seward Avenue. All visiting personnel will be responsible for their own safety and personal protective equipment, and no one will be allowed on site without the proper equipment. **Face masks are required at this time for site visit to this facility.**

#### 2.0 SEPARATE CONTRACTS

2.1 The Project will be bid as separate Contracts as follows:

**Contract No. 1G – General Construction**

**Contract No. 2P – Plumbing & Fire Protection**

**Contract No. 3H – Heating-Ventilation-Air Conditioning**

**Contract No. 4E - Electrical**

#### 3.0 RESTRICTED COMMUNICATIONS

3.1 Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the Owner and a bidder during the procurement process. A bidder is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive (“restricted period”) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Owner employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is the Commissioner of General Services or his representative, telephone (845) 291-2792, fax (845) 378-2378. Bidders responding to this Advertisement must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Bid Form.

#### 4.0 COPIES OF BID DOCUMENTS

- 4.1 Complete sets of Bid Documents shall be used in preparing Bids. Neither Owner, Construction Manager, nor Architect assumes any responsibilities for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Only the documents obtained from the official source should be relied upon. The only “official source” is the office of the Commissioner of General Services of the County of Orange, Government Center, 255-275 Main Street, Goshen, New York 10924.
- 3.2 In making copies of Bid Documents available, Owner, Construction Manager and Architect does so only for the purpose of obtaining Bids on the Work and do not confer permission or a license or grant for any other use.
- 3.3 There shall be a \$100 refund for each full set of Bid Documents returned in good condition within 30 days after the date of the Notice of Award.

#### **4.0 EXAMINATION OF BID DOCUMENTS AND SITE**

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) visit the Site to familiarize itself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize itself with Federal, State and local laws, ordinances, rules and regulations that may, in any manner, affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the requirements of the Bid Documents.
- 4.2 The lands upon which the Work is to be performed and the rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified on the Drawings.
- 4.3 Surveys, investigative and clearance reports (such as investigative reports of subsurface or latent physical conditions, hazardous materials, etc.) obtained by Owner or Architect shall be enclosed in the Project Manual and/or provided as completed during the term of the Agreement. These reports are for informational purposes only and are not guaranteed or warranted as to accuracy, completeness, or quantities.
- 4.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of the Instructions to Bidders and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### **5.0 INTERPRETATIONS; NON-SPECIFIED PRODUCTS; ADDENDA**

- 5.1 All questions about the meaning or intent of the Bid Documents may be submitted until **3:00 P.M.** prevailing time on **Wednesday, July 21, 2021**. Questions submitted prior to this deadline shall be responded to through the Addendum process. Questions submitted after the deadline shall receive no response. Submit questions in writing on company letterhead with date of question and contact information (name, fax, email, and phone number of person asking question) to: [generalservices@orangecountygov.com](mailto:generalservices@orangecountygov.com).
- 5.2 Written clarifications or interpretations will be issued by Addenda before the bid opening date. Only questions answered by written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be sent by overnight service and/or e-mail, to all parties recorded as having received the Bid Documents from the official source.
- 5.3 Each Bidder must be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Bid Form, and by faxing acknowledgement back to the Department of General Services at (845) 378-2378.

#### **6.0 BID SECURITY**

- 6.1 Each Bid must be accompanied by Bid Bond or a Cashier's Check issued by a responsible surety, bank or trust company acceptable to the Owner (collectively, "Bid Security"), payable to County of Orange, Commissioner of Finance. The Bid Security shall be in the amount of TEN PERCENT (10%) of the Bid Price.
- 6.2 In case a party to whom a Contract is awarded fails to execute a Contract in the form enclosed in the Bid Documents, and/or furnish the required Bonds, and/or Certificate(s) of Insurance within ten (10) days of the Notice of Award, Owner may determine that the Bidder has abandoned the Bid and Contract, and the Security accompanying the Bid Form shall be forfeited to Owner as liquidated damages for such failure and to

indemnify said Owner for any loss sustained by Bidder's failure to act. After execution by Owner of a Contract and acceptance of the Bonds by Owner, the Bid Security accompanying the Bid Form of the successful Bidder will be returned in accordance with the terms and conditions of the Contract Documents.

## **7.0 PERFORMANCE, PAYMENT, MAINTENANCE, AND OTHER BONDS**

- 7.1 Performance and Payment Bonds: The Contractor shall furnish Performance and Payment Bonds in an amount equal to ONE HUNDRED PERCENT (100%) of the total Contract Price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract.
- 7.2 Maintenance Bond: Upon application for Final Payment, the Contractor shall provide the Owner with a Maintenance Bond in the amount of TEN PERCENT (10%) of the total Contract Price at Substantial Completion which shall remain in effect for one year from the date of issue of Final Payment check to Contractor, as a guarantee that the Contractor shall make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during that period. The Maintenance Bonds shall be in addition to any other warranties, guarantees or similar obligations called for in the Contract Documents.
- 7.3 Acceptable Types of Security: Acceptable types of security shall be limited to a Bond in a form satisfactory to the Owner or a Cashier's Check. The surety company for all Bonds must be licensed in the State of New York, has an A.M. Best Rating of A- or better, and appear on the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) at the time of filing the Bonds.
- 7.4 Power of Attorney: Attorneys-in-fact who sign Performance or Payment Bonds must file with each bond a certified copy of their Power of Attorney to sign said Bonds.
- 7.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall permit a copy to be made.

## **8.0 CONTRACT TIME**

- 8.1 The Contractor agrees and covenants that TIME IS OF THE ESSENCE and the Contract Time shall commence on the date specified in the Contract. The Contractor further agrees that **Substantial Completion shall be achieved within 270 calendar days from the notice to proceed and that Final Completion shall be achieved within 60 days of Substantial Completion.** Liquidated damages as specified in the Owner-Contractor Agreement shall apply for failure to comply with Substantial and Final Completion deadlines.

## **9.0 PREVAILING WAGE; APPRENTICE TRAINING REQUIREMENTS**

- 9.1 This project is subject to Prevailing Wage Requirements which are included in the Contract Documents.
- 9.2 The County is applying Prevailing Wage Rates, as determined by the New York State Department of Labor, to this Project. It is the responsibility of the Contractor, before Bid publication and Bid opening, to request, if

necessary, any additional information on Prevailing Wage Rates for those who may be employed for the work under this Bid Document. The Contractor is also responsible for complying with all reporting requirements of

the State of New York including, but not limited to, providing a certified payroll with each application of payment.

- 9.3 Pursuant to Labor Law Section 222(e), this Project requires participation in Apprentice Training Programs for any Contract in excess of \$500,000.
- 9.4 Pursuant to Orange County Local Law No. 3 of 2019, for any contracts over \$350,000, unless Bidder's trade is not included among the list of trades maintained by the New York State Commissioner of Labor for apprenticeship agreements, Bidders are required to have an apprenticeship agreement(s) appropriate for the type and scope of work to be performed which are registered with the New York State Commissioner of Labor in accordance with Article 23 of New York State Labor Law. Each apprenticeship programs must have a graduation rate of at least 30% as determined by the New York State Department of Labor.

## **10.0 SAFETY AND HEALTH REGULATIONS**

- 10.1 This Project is subject to, and the Contractor shall comply with, all applicable Federal, State and Local Laws, regulations, ordinances, codes, rules, and requirements.
- 10.2 The Contractor shall have a competent person or persons, as may be required under the Federal Occupational Safety and Health Act, on the Site to inspect the Work and to supervise the conformance of the Work with OSHA regulations and any other necessary or applicable health and safety standards and practices.

## **11.0 NONDISCRIMINATION IN EMPLOYMENT; MWBE**

- 11.1 Contracts for work under this Project will obligate the Contractor and Subcontractors not to discriminate in employment practices.
- 11.2 Bidders shall indicate in their Bids whether they have previously performed work subject to the President's Executive Order No. 11246 and the applicable regulations.
- 11.3 The County encourages submission of proposals by certified Minority and Women Owned Business Enterprises (MWBE). This project is funded by a grant to the County from the New York State Homeless Housing and Assistance Corporation (HHAC) through the Homeless Housing and Assistance Program Final Award Agreement #HC00682 (the "Grant Agreement", see Section 00 8200 in Division 00 of the RFB). Notwithstanding the goals set forth in Section 28(d) of the Grant Agreement, the current participation goals of the Office of Temporary Disability Assistance, which is managing the grant for New York State, are 5% for MBE and 5% for WBE. Bidders must submit completed M/WBE forms included in Section 00 8300 in Division 00 of this RFP.
- 11.4 For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.
- 11.5 Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.
- 11.6 The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful

function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

11.7 The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

- .1 Evidence of outreach to MWBEs;
- .2 Any responses by MWBEs to the Contractor’s outreach;
- .3 Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
- .4 The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OTDA with MWBEs; and,
- .5 Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

#### **11.8 MWBE Utilization Plan**

- .1 The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the County to enable reporting to HHAP.
- .2 The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- .3 The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, HHAP shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

#### **11.9 Waivers**

- .1 If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through HHAP. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals.
- .2 If HHAP, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, HHAP may issue a notice of deficiency to the County which will be forwarded to the Contractor. The Contractor must provide a response to the notice of deficiency to the County within three (3) business days so that County may respond to HHAP within seven (7) business days of receipt of the deficiency notice from HHAP. Such response may include a request for partial or total waiver of MWBE Contract Goals.

### **11.10 Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report to County by the 3<sup>rd</sup> day following the end of each quarter during the term of the Contract so that the County may provide the report to HHAP by the 7<sup>th</sup> day following the end of each quarter during the term of the Contract.

### **12.0 OTHER BID PRICING ISSUES**

- 12.1 The prices submitted shall be exclusive of New York state sales and use taxes (or other taxes inapplicable to government entities) and must not include any tax for which the Bidder may claim exemption because of doing business with the County. Unless otherwise indicated in this RFB, prices shall be net, including any applicable transportation and delivery charges fully prepaid by the successful Contractor to the destination indicated in the Bid. No additional (post-bid) freight and/or handling and/or fuel surcharges will be accepted, unless otherwise agreed to in the Contract.
- 12.2 The materials to be incorporated into the Project or Work as set forth in the Contract Documents are exempt from New York State sales tax.
- 12.3 Contractor acknowledges that the Contract Price and detailed schedule for completion of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of the Owner, Construction Manager or Architect. The Owner, Construction Manager and Architect assume no responsibility for any understanding or representation made by any of their representatives during or prior to execution of this Contract unless such understanding or representations are expressly stated in the Contract and the Contract expressly provides that the responsibility is assumed by Owner, Construction Manager, or Architect. The cost of all of the following shall be included in the Contract Price and Contractor shall have full responsibility for:
- .1 Review and checking all such information and data;
  - .2 Locating all Underground Facilities shown or indicated in the Contract Documents;
  - .3 Coordination of the Work with the owners of such Underground Facilities during construction; and
  - .4 The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- 12.4 Allowances shall include the cost to the Contractor of materials and equipment delivered at the Site and applicable taxes, if any, less applicable trade discounts, costs for unloading and handling at the Site, labor, installation costs, overhead, profit and other expenses.
- 12.5 The previously listed items in Section 12 are examples of provisions that may impact bid pricing. Contractor is responsible for reading the Bid Documents in full to ascertain that it understands and accounts for all cost impacts. The Owner shall assume no liability for and has no obligation to compensate Contractor for failure to consider such impacts in the calculation of bid prices. By submitting a Bid, Contractor certifies that it has read and understood this provision and the rest of the Bid Documents and has submitted pricing in accordance with its own observations, correlations, and investigations of and among the Bid Documents, the Site, the labor market, materials and equipment costs, legal and regulatory requirements, and other pertinent factors.

### **13.0 BID FORM**

- 13.1 Each Bid shall be submitted on the forms included in **Sections 004001, 004002, 004003, and Section 004004** of the Bid Documents, as applicable. The forms shall be removed and submitted separately. All blank spaces for Bid Prices must be filled in with the Unit Price for the item or the Lump Sum for which the Bid is made. All blank spaces for any Alternates shall be filled in with Lump Sum Amounts for that work.
- 13.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 13.3 Bids by corporations shall be executed in the corporate name by a duly authorized person, shall be accompanied by evidence of authorization to sign the bid and bind the corporation and a certified corporate resolution designating the duly authorized individual shall accompany the Bid. Additionally, the corporate seal shall be affixed and attested to by a corporate officer. The complete corporate address and state of domestic incorporation shall be shown below the signature. Any corporation or limited liability corporation not incorporated in the State of New York must be properly registered under applicable New York law and show proof that they are authorized to do business in New York State.
- 13.4 Bids by partnerships shall be executed in the partnership name and shall be signed by the partner(s) authorized to make the bid and bind the partnership. The partner's title shall appear below his/her signature and evidence of such authority must accompany the Bid. The primary business address of the partnership shall be shown below the signature. Any limited partnership or limited liability partnership must be properly registered under applicable New York law and show proof that they are authorized to do business in New York State.
- 13.5 All names shall be typed or printed below the signature.
- 13.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 13.7 The name, address, fax, email, and telephone number to which communications regarding the Bid are to be directed shall be provided.

### **14.0 SUBMISSION OF BIDS**

- 14.1 One (1) original (marked as "Original") and five (5) copies of each bid must be submitted on the forms furnished in this Request for Bids and/or addenda address to County of Orange, James P. Burpoe, Commissioner, Department of General Services, PO Box 218, 255-275 Main Street, Goshen, New York 10924. Bids must be enclosed in a sealed opaque envelope and plainly marked with the name and address of the Bidder, the Prime Contract being bid and the Project Title "RFB-OC095-21 Alterations to Building #51 Emergency Housing Shelter". If submitted by mail, the sealed envelope marked as described above and containing the bid shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid. Each Bid must be accompanied by a Bid Bond or Certified Check made payable to the County of Orange, Commissioner of Finance, in the amount of TEN PERCENT (10%) of the Bid and a minimum of five (5) references for satisfactory completion of work at least equal in size and complexity to the Work proposed.

The following documents must also be enclosed with the Bid:

1. Bid Bond – Section 004100
2. Bid Form – Sections 004001, 004002, 004003 and 004004 – 1 original and 5 copies
3. Stockholder & Partnership Affidavit – Section 004300
4. Non-Collusive Affidavit – Section 004800
5. Contractor's Qualifications Statement – Section 004900
6. Disclosure of Prior Non-Responsibility Determinations – Section 004950
7. Iran Divestment Act- Section 00 4951
8. Disclosure of Contractor-Subcontractor and Substantially Owned-Affiliated Entity Relationships – Section 004952
9. Proof of authorization to do business in New York State (this may be a certificate filed with the Department of State or County Clerk, as applicable to the business entity type)
10. Corporation Resolution and Seal, as applicable to the business entity type
11. Supplier application (if not already a current Orange County awarded vendor)

## **15.0 RECEIPT OF BIDS; WITHDRAWAL**

- 15.1 Sealed Bids will be received at the time and place indicated in the Notice to Bidders as may be modified by Addenda.
- 15.2 Owner, in its sole discretion, may refuse to consider as non-responsive any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 15.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of the responsible official or his or her designated alternate prior to the stated time and at the place of opening of the Bid. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.
- 15.4 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for Bid Opening.
- 15.5 Any Bid received after the specified time for Bid Opening shall not be considered. No Bidder may withdraw its Bid for a period of forty-five (45) calendar days, after the actual date of the Bid Opening, without the consent of the Commissioner of Public Works, solely at the Commissioner's discretion.

## **16.0 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

- 16.1 A contract may be awarded to the Lowest Responsive and Responsible Bidder. The term "Lowest Responsive and Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is determined by the Owner to be the lowest of those Bidders determined to possess the skill, ability, expertise, experience, qualifications, integrity, and other qualities necessary for the faithful performance of the Work. The Owner may consider Alternate pricing, if any, solely at its discretion, in determining the Low Bidder.
- 16.2 Owner reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities, to disregard any nonconforming, nonresponsive or conditional Bids, and to act in Owner's best interest.
- 16.3 All Bidders shall complete and submit as part of their Bids the Contractor's Qualifications Statement and be prepared to submit within five (5) days of Owner's request, written evidence of any additional information and data requested by the Owner to make the determination that the Contractor has the requisite qualifications, in the opinion of the Owner, to perform Work set forth in the Contract Documents.

- 16.4 Bidders may be further investigated by Owner, Construction Manager and Architect to determine if they are responsible, qualified and eligible to perform the Work. The investigation of a Bidder may include, among other factors, whether the organization is adequate in size, is authorized to do business in the jurisdiction where the Project is located, has had sufficient and successful previous experience, and whether available equipment, financial resources, expertise, and other factors are adequate to assure Owner that the Work will be completed in accordance with the terms of a contract. The amount of other work to which the Bidder is committed may also be considered.
- 16.5 In evaluating Bids, Owner reserves the right to consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements and therefore are considered responsive.
- 16.6 Pursuant to State Finance Law §139-j and §139-k, the Owner is required to make a determination of the responsibility of any Bidder. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Bidder is debarred from obtaining governmental Procurement Contracts. Bidders must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the bid form.
- 16.7 Owner reserves the right to reject the Bid of any Bidder that is non-responsive or that the Owner considers non-responsible if they do not possess the qualities set forth herein as evaluated through the Qualifications Statement, Bidder Disclosure of Prior Non-Responsibility Determinations, and any additional information requested, or investigation done by the Owner.

#### **17.0 AWARD AND EXECUTION OF CONTRACT**

- 17.1 No Bid shall be withdrawn for a period of forty-five (45) days after Bid Opening without the consent of the Commissioner of Public Works, at the Commissioner's sole discretion.
- 17.2 No Contract will be awarded to any individual or entity not properly registered to do business in the State of New York in accordance with applicable New York laws.
- 17.3 If a contract is to be awarded, Owner will give the Lowest Responsive and Responsible Bidder a Notice of Award after bid opening and due diligence is performed. The successful Bidder will be required to execute a Contract. For a violation of this provision, the Bidder shall forfeit its Bid Security to the Owner as liquidated damages. Unsuccessful bidders shall have their Bid Security checks returned to them within forty-five (45) days of the Bid Opening.
- 17.4 Subsequent to a Notice of Award to the Lowest Responsive and Responsible Bidder, multiple unsigned copies of the Contract and all other applicable Contract Documents will be delivered to that bidder. Within ten (10) calendar days, after the date of receipt of such Contract Documents, the Contractor shall execute and return to Owner all copies of the Contract and all other applicable Contract Documents, including without limitation, required bonds and certificates of insurance. Thereafter, upon all required reviews and approvals, the Owner will deliver one fully signed copy to Contractor. The Owner shall incur no obligations, contractual or otherwise, unless and until the Owner both executes the Contract and delivers to the Contractor a written Notice to Proceed. Failure to submit all required documentation may result in disqualification of the Bidder as non-responsible and forfeiture of Bid Security.

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

**18.0 SPECIAL NOTICE**

- 18.1 Bidders are responsible for reading and seeking clarification of all Bid Documents prior to submitting a bid.

**END OF SECTION 002000**

**SECTION 004001**

**BID FORM FOR:  
CONTRACT NO. 1G – GENERAL CONSTRUCTION**

NAME OF CONTRACTOR SUBMITTING BID:

---

(PLEASE PRINT)

**PART 1 – GENERAL**

The undersigned declares that the Bid is made without any collusion with any other persons, firms, or corporations; that the Bidder has carefully examined all Bid Documents as prepared by Lothrop Associates LLP, Architects 333 Westchester Ave., White Plains, NY 10604 and dated June 30, 2021; that the Bidder has informed itself fully regarding all conditions pertaining to the Work and the place where it is to be performed; that the undersigned has full authority to submit this Bid from the entity on behalf of which he or she is signing; and that with these representations, the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work set forth in the Bid Documents and Contract. If a contract is awarded and fully executed, the Bid Documents and Bid Form shall become a part of the Contract.

All Bids shall remain open for forty-five (45) calendar days, after the actual date of the opening of the Bids.

The premiums for all Bonds and/or insurance required shall be paid by Contractor.

The undersigned further agrees that the Bid Security accompanying this Bid shall be forfeited to Owner if the Bidder fails to execute the contract and deliver proof of insurance and bonds in the manner and timeframe stated in the Bid Documents. **Award is conditional upon receipt of such documents in the stated timeframe and Owner reserves the right, but not the obligation, to declare a Bidder who does not comply with the timeframe nonresponsive, rescind the conditional award and proceed to the next Lowest Responsive and Responsible Bidder.**

The undersigned hereby agrees to all obligations and terms contained in the Bid Documents, shall commence on the date specified in the Contract and agrees that the **Substantial Completion Date shall be no later than 270 calendar days after Notice to Proceed and Final Completion Date shall be no later 60 calendar days after Substantial completion** in accordance with the terms as stated in such Contract. The undersigned agrees to pay Owner liquidated damages in accordance with the provisions for such stated in the Contract Documents, for each day beyond Substantial Completion and/or Final Completion.

## **PART 2 – ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges the receipt of addenda:

Addenda #1:	_____	_____
	(date received)	(Signature of Individual or Officer Signing this Bid)
Addenda #2:	_____	_____
	(date received)	(Signature of Individual or Officer Signing this Bid)
Addenda #3:	_____	_____
	(date received)	(Signature of Individual or Officer Signing this Bid)

## **PART 3 – UNIT PRICES**

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents and for the UNIT PRICES listed as follows:

UNIT PRICES shall be added or deducted from listed quantities.

- A. **UNIT PRICE #G1 – CLEAN AND REPOINT EXISTING BRICK**  
\$\_\_\_\_\_/SF MEASURED AS IN-PLACE SQUARE FOOTAGE
- B. **UNIT PRICE #G2 – REPLACE EXISTING TONGUE & GROOVE ROOF SHEATHING**  
\$\_\_\_\_\_/SQUARE FOOT MEASURED AS IN-PLACE SQUARE FOOTAGE
- C. **UNIT PRICE #G3 – ROOF RAFTER REPAIR/REPLACEMENT**  
\$\_\_\_\_\_/EACH MEASURED AS IN-PLACE EACH RAFTER
- D. **UNIT PRICE #G4 - CONCRETE PATCH/REPAIR**  
\$\_\_\_\_\_/SQUARE FOOT MEASURED AS IN-PLACE SQUARE FOOTAGE

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

#### **PART 4 - ALTERNATES**

**A. ALTERNATE #GC-1 (SOUTH PORTICO)**

ADD \$ \_\_\_\_\_

**B. ALTERNATE #GC-2 - NOT USED**

**C. ALTERNATE # GC-3 (WINDOWS-NORTH WING-THIRD FLOOR)**

ADD \$ \_\_\_\_\_

**D. ALTERNATE #GC-4 (WINDOWS-EAST ELEVATION & WEST WING)**

ADD \$ \_\_\_\_\_

#### **PART 5 – ALLOWANCES**

- A. In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents, in Section 012100 and for the ALLOWANCES listed below.

#### **PART 6 – TOTAL BID PRICE**

**In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents at the prices listed as below. BY SUBMITTING THIS BID THE UNDERSIGNED ACKNOWLEDGES AND AGREES ON BEHALF OF THE BIDDER THAT, as per the Contract Documents for Contingency based Work, costs of overhead and profit and related administration, bond, coordination, insurance and superintendence shall be included in the Lump Sum(s) indicated on this Bid Form. Markups and costs for such items shall not be allowed or included in calculating change orders funded out of the Contingency.**

1. **Base Bid Price** Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 00 through Division 01, inclusive of any related work in Division 22 through Division 26, Drawings, and/or Specifications that require General Construction Work.

(Amount) \$ \_\_\_\_\_

2. Contingency: For required changes in the Work to be used at the discretion of the Owner (MAW Allowance)

(Amount)    **\$ 100,000.00**

3.    **TOTAL BID PRICE = SUM OF ITEMS 1 AND 2** (Amount) \$ \_\_\_\_\_

**TOTAL BID PRICE IN WORDS** \_\_\_\_\_

Amount shall be shown in both words and figures where indicated. In case of discrepancy, the amount shown in words shall govern.

**The Award will be made to the Lowest Responsive and Responsible Bidder based upon Item #3, TOTAL BID PRICE.**

#### **PART 7 – CERTIFICATION**

The complete Bid shall include the following completed documents:

- a. Bid Form – Section 00 3000
- b. Bid Bond – Section 00 4100
- c. Stockholder & Partnership Affidavit – Section 00 4300
- d. Non-Collusion Affidavit – Section 00 4800
- e. Qualifications Statement – Section 00 4900
- f. Disclosure of Prior Non-Responsibility Determinations – Section 00 4950
- g. Iran Divestment Act Certification – Section 00 4951
- h. Disclosure of Contractor-Subcontractor and Substantially Owned-Affiliated Entity Relationships – Section 004952
- i. Proof of authorization to do business in New York State (this may be a certificate filed with the Department of State or County Clerk, as applicable to the business entity type)
- j. Corporate Resolution and Seal, as applicable to the business entity type

The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;
- he or she has read and understood the full Request for Bid;
- he or she is duly authorized to submit the Bid on behalf of the business entity;

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
- that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

\_\_\_\_\_  
(Signature of Individual or Corporate Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Corporate Officer – if applicable)

## **PART 8 – NOTICE**

Notices regarding this Bid should be mailed or delivered to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Email Address)

**END OF SECTION 004001**

**SECTION 004002**

**BID FORM FOR  
CONTRACT NO. 1P – PLUMBING & FIRE PROTECTION**

NAME OF CONTRACTOR SUBMITTING BID:

---

(PLEASE PRINT)

**PART 1 – GENERAL**

The undersigned declares that the Bid is made without any collusion with any other persons, firms, or corporations; that the Bidder has carefully examined all Bid Documents as prepared by Lothrop Associates LLP, 333 Westchester Ave., White Plains, NY 10604 and dated June 30, 2021; that the Bidder has informed itself fully regarding all conditions pertaining to the Work and the place where it is to be performed; that the undersigned has full authority to submit this Bid from the entity on behalf of which he or she is signing; and that with these representations, the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work set forth in the Bid Documents and Contract. If a contract is awarded and fully executed, the Bid Documents and Bid Form shall become a part of the Contract.

All Bids shall remain open for forty-five (45) calendar days, after the actual date of the opening of the Bids.

The premiums for all Bonds and/or insurance required shall be paid by Contractor.

The undersigned further agrees that the Bid Security accompanying this Bid shall be forfeited to Owner if the Bidder fails to execute the contract and deliver proof of insurance and bonds in the manner and timeframe stated in the Bid Documents. **Award is conditional upon receipt of such documents in the stated timeframe and Owner reserves the right, but not the obligation, to declare a Bidder who does not comply with the timeframe nonresponsive, rescind the conditional award and proceed to the next Lowest Responsive and Responsible Bidder.**

The undersigned hereby agrees to all obligations and terms contained in the Bid Documents, shall commence on the date specified in the Contract and agrees that the **Substantial Completion Date shall be no later than 270 calendar days after Notice to Proceed and Final Completion Date shall be no later 60 calendar days after Substantial completion** in accordance with the terms as stated in such Contract. The undersigned agrees to pay Owner liquidated damages in accordance with the provisions for such stated in the Contract Documents, for each day beyond Substantial Completion and/or Final Completion.

## **PART 2 – ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges the receipt of addenda:

Addenda #1: \_\_\_\_\_  
(date received) (Signature of Individual or Officer Signing this Bid)

Addenda #2: \_\_\_\_\_  
(date received) (Signature of Individual or Officer Signing this Bid)

Addenda #3: \_\_\_\_\_  
(date received) (Signature of Individual or Officer Signing this Bid)

## **PART 3 – UNIT PRICES**

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents and for the UNIT PRICES listed as follows:

UNIT PRICES shall be added or deducted from listed quantities.

A. **UNIT PRICE #P1** – REPLACE EXISTING WATER RISER VALVE-UP TO 2 INCH Dia.

\$ \_\_\_\_\_/EA. MEASURED AS EACH IN PLACE.

B. **UNIT PRICE #P2** – ADD OR RELOCATE SPRINKLER HEAD WITH 5 FEET OF PIPE

\$ \_\_\_\_\_/EA. MEASURED AS EACH IN-PLACE.

## **PART 4 – ALLOWANCES**

A. In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required in the Contract Documents, in Section 012100 and for the ALLOWANCES listed below.

## **PART 5 – TOTAL BID PRICE**

**In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents at the prices listed as below. BY SUBMITTING THIS BID THE UNDERSIGNED ACKNOWLEDGES AND AGREES ON BEHALF OF THE BIDDER THAT, as per the Contract Documents for Contingency based Work, costs of overhead and profit and related administration, bond, coordination, insurance and superintendence shall be included in the Lump Sum(s) indicated on this Bid Form. Markups and costs for such items shall not be allowed or included in calculating change orders funded out of the Contingency.**

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

1. **Base Bid Price** Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 00, 01, and 22, and inclusive of any related work in the Drawings, and/or Specifications that require Plumbing & Fire Protection Work.

(Amount) \$ \_\_\_\_\_

2. Contingency: For required changes in the Work to be used at the discretion of the Owner (MAW Allowance)

(Amount) **\$ 25,000.00**

3. **TOTAL BID PRICE = SUM OF ITEMS 1 AND 2** (Amount) \$ \_\_\_\_\_

**TOTAL BID PRICE IN WORDS** \_\_\_\_\_

\_\_\_\_\_

Amount shall be shown in both words and figures where indicated. In case of discrepancy, the amount shown in words shall govern.

**The Award will be made to the Lowest Responsive and Responsible Bidder based upon Item #8, TOTAL BID PRICE.**

## **PART 6 – CERTIFICATION**

The complete Bid shall include the following completed documents:

- a. Bid Form – Section 00 3000
- b. Bid Bond – Section 00 4100
- c. Stockholder & Partnership Affidavit – Section 00 4300
- d. Non-Collusion Affidavit – Section 00 4800
- e. Qualifications Statement – Section 00 4900
- f. Disclosure of Prior Non-Responsibility Determinations – Section 00 4950
- g. Iran Divestment Act Certification – Section 00 4951
- h. Disclosure of Contractor-Subcontractor and Substantially Owned-Affiliated Entity Relationships – Section 004952
- i. Proof of authorization to do business in New York State (this may be a certificate filed with the Department of State or County Clerk, as applicable to the business entity type)
- j. Corporate Resolution and Seal, as applicable to the business entity type

The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;
- he or she has read and understood the full Request for Bid;
- he or she is duly authorized to submit the Bid on behalf of the business entity;
- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
- that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

\_\_\_\_\_  
(Signature of Individual or Corporate Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Corporate Officer – if applicable)

## **PART 7 – NOTICE**

Notices regarding this Bid should be mailed or delivered to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Email Address)

**END OF SECTION 004002**

**SECTION 004003**

**BID FORM FOR  
CONTRACT NO. 1H – HEATING-VENTILATING & AIR CONDITIONING**

NAME OF CONTRACTOR SUBMITTING BID:

---

(PLEASE PRINT)

**PART 1 – GENERAL**

The undersigned declares that the Bid is made without any collusion with any other persons, firms, or corporations; that the Bidder has carefully examined all Bid Documents as prepared by Lothrop Associates LLP, Architects, 333 Westchester Ave., White Plains, NY 10604 and dated June 30, 2021; that the Bidder has informed itself fully regarding all conditions pertaining to the Work and the place where it is to be performed; that the undersigned has full authority to submit this Bid from the entity on behalf of which he or she is signing; and that with these representations, the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work set forth in the Bid Documents and Contract. If a contract is awarded and fully executed, the Bid Documents and Bid Form shall become a part of the Contract.

All Bids shall remain open for forty-five (45) calendar days, after the actual date of the opening of the Bids.

The premiums for all Bonds and/or insurance required shall be paid by Contractor.

The undersigned further agrees that the Bid Security accompanying this Bid shall be forfeited to Owner if the Bidder fails to execute the contract and deliver proof of insurance and bonds in the manner and timeframe stated in the Bid Documents. **Award is conditional upon receipt of such documents in the stated timeframe and Owner reserves the right, but not the obligation, to declare a Bidder who does not comply with the timeframe nonresponsive, rescind the conditional award and proceed to the next Lowest Responsive and Responsible Bidder.**

The undersigned hereby agrees to all obligations and terms contained in the Bid Documents, shall commence on the date specified in the Contract and agrees that the **Substantial Completion Date shall be no later than 270 calendar days after Notice to Proceed and Final Completion Date shall be no later 60 calendar days after Substantial completion** in accordance with the terms as stated in such Contract. The undersigned agrees to pay Owner liquidated damages in accordance with the provisions for such stated in the Contract Documents, for each day beyond Substantial Completion and/or Final Completion.

## **PART 2 – ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges the receipt of addenda:

Addenda #1: \_\_\_\_\_  
(date received) (Signature of Individual or Officer Signing this Bid)

Addenda #2: \_\_\_\_\_  
(date received) (Signature of Individual or Officer Signing this Bid)

Addenda #3: \_\_\_\_\_  
(date received) (Signature of Individual or Officer Signing this Bid)

## **PART 3 – UNIT PRICES - NOT APPLICABLE**

## **PART 4 – ALLOWANCES**

- A. In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required in the Contract Documents, in Section 012100 and for the ALLOWANCES listed below.

## **PART 5 – TOTAL BID PRICE**

**In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents at the prices listed as below. BY SUBMITTING THIS BID THE UNDERSIGNED ACKNOWLEDGES AND AGREES ON BEHALF OF THE BIDDER THAT, as per the Contract Documents for Contingency based Work, costs of overhead and profit and related administration, bond, coordination, insurance and superintendence shall be included in the Lump Sum(s) indicated on this Bid Form. Markups and costs for such items shall not be allowed or included in calculating change orders funded out of the Contingency.**

1. **Base Bid Price** Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 00, 01 and 23, and inclusive of any related work in the Drawings, and/or Specifications that require HVAC Work.

(Amount) \$ \_\_\_\_\_

2. Contingency: For required changes in the Work to be used at the discretion of the Owner (MAW Allowance)
- (Amount) **\$10,000.00**
3. **TOTAL BID PRICE = SUM OF ITEMS 1 AND 2** (Amount) \$\_\_\_\_\_
- TOTAL BID PRICE IN WORDS** \_\_\_\_\_
- 

Amount shall be shown in both words and figures where indicated. In case of discrepancy, the amount shown in words shall govern.

**The Award will be made to the Lowest Responsive and Responsible Bidder based upon Item #8, TOTAL BID PRICE.**

#### **PART 6 – CERTIFICATION**

The complete Bid shall include the following completed documents:

- a. Bid Form – Section 00 3000
- b. Bid Bond – Section 00 4100
- c. Stockholder & Partnership Affidavit – Section 00 4300
- d. Non-Collusion Affidavit – Section 00 4800
- e. Qualifications Statement – Section 00 4900
- f. Disclosure of Prior Non-Responsibility Determinations – Section 00 4950
- g. Iran Divestment Act Certification – Section 00 4951
- h. Disclosure of Contractor-Subcontractor and Substantially Owned-Affiliated Entity Relationships – Section 004952
- i. Proof of authorization to do business in New York State (this may be a certificate filed with the Department of State or County Clerk, as applicable to the business entity type)
- j. Corporate Resolution and Seal, as applicable to the business entity type

The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;
- he or she has read and understood the full Request for Bid;
- he or she is duly authorized to submit the Bid on behalf of the business entity;
- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

- that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

\_\_\_\_\_  
(Signature of Individual or Corporate Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Corporate Officer – if applicable)

## **PART 7 – NOTICE**

Notices regarding this Bid should be mailed or delivered to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Email Address)

**END OF SECTION 004003**

**SECTION 004004**

**BID FORM FOR  
CONTRACT NO. 1E – ELECTRICAL**

NAME OF CONTRACTOR SUBMITTING BID:

---

(PLEASE PRINT)

**PART 1 – GENERAL**

The undersigned declares that the Bid is made without any collusion with any other persons, firms, or corporations; that the Bidder has carefully examined all Bid Documents as prepared by Lothrop Associates LLP Architects, 333 Westchester Ave, White Plains, NY 10604 and dated June 30, 2021; that the Bidder has informed itself fully regarding all conditions pertaining to the Work and the place where it is to be performed; that the undersigned has full authority to submit this Bid from the entity on behalf of which he or she is signing; and that with these representations, the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work set forth in the Bid Documents and Contract. If a contract is awarded and fully executed, the Bid Documents and Bid Form shall become a part of the Contract.

All Bids shall remain open for forty-five (45) calendar days, after the actual date of the opening of the Bids.

The premiums for all Bonds and/or insurance required shall be paid by Contractor.

The undersigned further agrees that the Bid Security accompanying this Bid shall be forfeited to Owner if the Bidder fails to execute the contract and deliver proof of insurance and bonds in the manner and timeframe stated in the Bid Documents. **Award is conditional upon receipt of such documents in the stated timeframe and Owner reserves the right, but not the obligation, to declare a Bidder who does not comply with the timeframe nonresponsive, rescind the conditional award and proceed to the next Lowest Responsive and Responsible Bidder.**

The undersigned hereby agrees to all obligations and terms contained in the Bid Documents, shall commence on the date specified in the Contract and agrees that the **Substantial Completion Date shall be no later than 270 calendar days after Notice to Proceed and Final Completion Date shall be no later 60 calendar days after Substantial completion** in accordance with the terms as stated in such Contract. The undersigned agrees to pay Owner liquidated damages in accordance with the provisions for such stated in the Contract Documents, for each day beyond Substantial Completion and/or Final Completion.

## **PART 2 – ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned acknowledges the receipt of addenda:

Addenda #1:	_____	_____
	(date received)	(Signature of Individual or Officer Signing this Bid)
Addenda #2:	_____	_____
	(date received)	(Signature of Individual or Officer Signing this Bid)
Addenda #3:	_____	_____
	(date received)	(Signature of Individual or Officer Signing this Bid)

## **PART 3 – UNIT PRICES**

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents and for the UNIT PRICES listed as follows:

UNIT PRICES shall be added or deducted from listed quantities.

A. **UNIT PRICE #1** – Provide electrical receptacle or switch outlets with 20 feet of wire.

\$\_\_\_\_\_/EA MEASURED AS EACH IN-PLACE.

## **PART 4– ALLOWANCES**

A. In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required in the Contract Documents, in Section 012100 and for the ALLOWANCES listed below.

## **PART 5 – TOTAL BID PRICE**

**In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required in the Bid Documents at the prices listed as below. BY SUBMITTING THIS BID THE UNDERSIGNED ACKNOWLEDGES AND AGREES ON BEHALF OF THE BIDDER THAT, as per the Contract Documents for Contingency based Work, costs of overhead and profit and related administration, bond, coordination, insurance and superintendence shall be included in the Lump Sum(s) indicated on this Bid Form. Markups and costs for such items shall not be allowed or included in calculating change orders funded out of the Contingency.**

1. **Base Bid Price** Lump Sum price for all of the work shown and specified in the Contract Documents and described in Division 00, 01 and 26 and inclusive of any related work in the Drawings, and/or Specifications that require Electrical Work.

(Amount) \$ \_\_\_\_\_

2. Contingency: For required changes in the Work to be used at the discretion of the Owner (MAW Allowance)

(Amount) **\$15,000.00**

3. **TOTAL BID PRICE = SUM OF ITEMS 1 AND 2** (Amount) \$ \_\_\_\_\_

**TOTAL BID PRICE IN WORDS** \_\_\_\_\_

\_\_\_\_\_

Amount shall be shown in both words and figures where indicated. In case of discrepancy, the amount shown in words shall govern.

**The Award will be made to the Lowest Responsive and Responsible Bidder based upon Item #8, TOTAL BID PRICE**

#### **PART 6 – CERTIFICATION**

The complete Bid shall include the following completed documents:

- a. Bid Form – Section 00 3000
- b. Bid Bond – Section 00 4100
- c. Stockholder & Partnership Affidavit – Section 00 4300
- d. Non-Collusion Affidavit – Section 00 4800
- e. Qualifications Statement – Section 00 4900
- f. Disclosure of Prior Non-Responsibility Determinations – Section 00 4950
- g. Iran Divestment Act Certification – Section 00 4951
- h. Disclosure of Contractor-Subcontractor and Substantially Owned-Affiliated Entity Relationships – Section 004952
- i. Proof of authorization to do business in New York State (this may be a certificate filed with the Department of State or County Clerk, as applicable to the business entity type)
- j. Corporate Resolution and Seal, as applicable to the business entity type

The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work “person” shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;
- he or she has read and understood the full Request for Bid;
- he or she is duly authorized to submit the Bid on behalf of the business entity;
- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
- that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

\_\_\_\_\_  
(Signature of Individual or Corporate Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Corporate Officer – if applicable)

## **PART 7 – NOTICE**

Notices regarding this Bid should be mailed or delivered to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Email Address)

**END OF SECTION 004004**

**SECTION 004100**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,

---

hereinafter referred to as the "Principal", and

---

hereinafter referred to as the "Surety" are held and firmly bound to THE COUNTY OF ORANGE, NEW YORK, hereinafter referred to as the "COUNTY", or to its successors and assigns in the penal sum of

---

Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the COUNTY the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for:

---

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the COUNTY for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the COUNTY, if the Principal shall:

- (a) Within ten (10) days after notification by the COUNTY, execute the number of multiples provided by the COUNTY and deliver to the COUNTY all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
- (b) Furnish a performance bond and separate payment bond, as may be required by the COUNTY, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the COUNTY and shall be executed by good and sufficient sureties, and
- (c) In all respects perform the agreement created by the acceptance of said Proposal as provided in the Instructions to Bidders, bound herewith and made a part hereof, or if the COUNTY shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to Principal the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the COUNTY,

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the COUNTY, either a performance bond or payment bond, or both, shall not be required by the COUNTY on or before the 30<sup>th</sup> day after the date on which the COUNTY signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the COUNTY will receive or open bids, or by an extensions of time within which the COUNTY may accept the Principal's Proposal, or by any waiver by the COUNTY of any of the requirements of the Instructions to Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this        day of \_\_\_\_\_.

(Seal)

\_\_\_\_\_(L.S.)  
Principal

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

If the Principal is a partnership, the bond should be signed by each of the individuals who are partners.

If the Principal is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

**AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES.**

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came to me known, \_\_\_\_\_  
\_\_\_\_\_ who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_  
\_\_\_\_\_ of

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be one of the  
members of the firm of \_\_\_\_\_

described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_

County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known and known to me to be the person described in and who executed the foregoing instrument and  
acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

**END OF SECTION 004100**

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

**SECTION 004300**

**STOCKHOLDER AND PARTNERSHIP INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(Name) (Title)  
of the firm of \_\_\_\_\_  
(Firm Name)

being sworn according to law on his or her oath deposes and says that:

I am duly authorized to make this affidavit on behalf of the firm named herein.

The following are the names and addresses of all stockholders or partners in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein. If one or more such stockholders or partners is itself a corporation or partnership, the stockholders holding ten percent (10%) or greater interest in the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in the partnership that shall also be listed accordingly. This disclosure shall include names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten percent (10%) ownership criteria.

I hereby certify that the following is the complete list (attach additional sheets as necessary) of all stockholders and/or partners in the corporation(s)/partnership(s) with ten percent (10%) or greater interest herein as set forth above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**END OF SECTION 004300**

**SECTION 004800**

**NON-COLLUSIVE AFFIDAVIT**

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of 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 bidder, with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (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;

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that, if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

**END OF SECTION 004800**

**SECTION 004900**

**CONTRACTOR'S QUALIFICATION STATEMENT**

Please complete in full, typed or in ink. Attach additional pages or supporting documentation as necessary for all questions. Both this questionnaire and the Disclosure of Prior Non-Responsibility Determinations **MUST** be completed.

1. Company Name: \_\_\_\_\_

Address of Principal Place of Business:

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Authorized Contact for this questionnaire: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Former or Other DBA or Trade Name(s), Other Identities, or EIN(s) used in the Past Five (5) Years (Include Business Entity Type, Name, EIN, State or County where filed and indicate active or inactive status. Attach additional pages as necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Business Entity Type: \_\_\_\_\_

Date of Incorporation / Registration / Establishment: \_\_\_\_\_

If sole proprietorship, years in Business: \_\_\_\_\_

If general partnership, County formed in (if formed in NY): \_\_\_\_\_

State Business Entity was formed in, if other than NY: \_\_\_\_\_

If your business entity is other than a sole proprietorship or general partnership, is it registered to do business in NY?      Yes      No

Is your business entity a joint venture?      Yes      No

(If yes, separate Qualifications Statements must be submitted for each entity in the joint venture).

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

4. Company Resources

4.1 What services does your company provide?

---

---

---

4.2 How many full-time, permanent staff does your firm employ? \_\_\_\_\_

4.3 What is the average number of employees for the past five (5) years?

2016\_\_\_\_2017\_\_\_\_2018\_\_\_\_2019\_\_\_\_2020\_\_\_\_

4.4 What services does the Company intend to self-perform on this Project?

---

---

---

---

4.5 What services does the Company intend to subcontract on this Project?

---

---

---

---

5. Identify each person who is, or has been within the past five (5) years, a Business Entity Official or Principal Owner of 5.0% or more of the entity's shares or one of the five largest shareholders or an officer, a director, partner or proprietor. Joint Ventures provide information for all firms involved.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Percentage Ownership: \_\_\_\_\_

Employment Status:      Current              Former

License(s) or Professional Registration(s) at time employed: \_\_\_\_\_

---

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Percentage Ownership: \_\_\_\_\_  
Employment Status:      Current      Former  
License(s) or Professional Registration(s) at time employed: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Percentage Ownership: \_\_\_\_\_  
Employment Status:      Current      Former  
License(s) or Professional Registration(s) at time employed: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Percentage Ownership: \_\_\_\_\_  
Employment Status:      Current      Former  
License(s) or Professional Registration(s) at time employed: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Percentage Ownership: \_\_\_\_\_  
Employment Status:      Current      Former  
License(s) or Professional Registration(s) at time employed: \_\_\_\_\_  
\_\_\_\_\_

6. Name(s) and Relationships of Parent Company, Affiliates, Subsidiaries, Partners, include any other entities in which now, or in the past five years, the responding entity or any of the individuals listed in Question 5 either owned 5.0% or more of the shares of or was or is one of the five largest shareholders or an officer or a director, partner or proprietor.

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip \_\_\_\_\_  
Relationship \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip \_\_\_\_\_  
Relationship \_\_\_\_\_

Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip \_\_\_\_\_  
Relationship \_\_\_\_\_

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

6.1 If a parent company or limited partnership exists, are there any guarantees? Please describe:

---

---

---

7. Financial Status

7.1 Provide a summary of your firm's annual revenues for the past five (5) years and a copy of the annual financial statement for the last year.

7.2 Dun & Bradstreet Number (or equivalent rating): \_\_\_\_\_

7.3 Banking References

Name of Bank \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Bank Officer: \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip: \_\_\_\_\_  
Bank Officer: \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, \_\_\_\_\_ Zip: \_\_\_\_\_  
Bank Officer: \_\_\_\_\_

7.3 Bonding Information:

Bonding Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Agent Name and Phone Number: \_\_\_\_\_  
Number of years with bonding company: \_\_\_\_\_  
What is the Business Entity's bonding capacity?  
Single Project: \_\_\_\_\_ Aggregate (all projects): \_\_\_\_\_

7.4 Federal Tax ID Number: \_\_\_\_\_

7.5 Has there been a change of ownership in the Company within the last three (3) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

7.6 During the past seven (7) years, has the Company had any final judgments issued against it with respect to any claim? If yes, provide details:

---

---

---

---

7.7 During the past seven (7) years, has the Company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

---

---

---

---

7.8 Is the Business Entity a certified Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise (indicate certifying agency or entity):

---

8. Extent of Insurance Coverage

8.1 Describe the ability of the Company to comply with 29 CFR 1910 120 and OSHA.

---

---

---

8.2 List the Company's Experience Modification Rate (EMR) for the three (3) most recent years:

Year	Intrastate - NY	Interstate
2020		
2019		
2018		

8.3 List the names, address and telephone numbers for verification of EMR's.

---

---

---

---

8.4 If the Company does not have an EMR, please explain.

---

---

---

8.5 How long has the Company been covered by its current provider of Worker Compensation Insurance?

---

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

8.6 Provide the following information from the Company's OSHA 200 logs. Attach the OSHA 200 logs for the company for the past five (5) years.

	2016	2017	2018	2019	2020
(a) Number of Lost Workday Cases					
(b) Number of Restricted Workday Cases					
(c) Number of Medical Treatment Cases (not first aid)					
(d) Employee Hours Worked Each Year					
(e) Total Recordable Frequency Rate					

8.7 List any fatalities your Company has had in the last three (3) years. Include location, cause and corrective action.

---

---

---

---

9. Geographic Operating Areas

---

---

---

---

10. Experience/Work History

10.1 List the ten most recent construction contracts the Business Entity has COMPLETED. If less than ten, include most recent completed subcontracts on projects up to that number. Include the following information on this list:

- Name of Client
- Client Contact Name and Phone Number
- Name of Project
- Award Date
- Completion Date
- Contract Amount
- Architect or Design Engineer
- Joint Venture name, if applicable
- Indicate if Prime or Subcontractor
- Description of Project – (Include specific details describing the scope and complexity for each project and how that experience is relevant to this project.)

10.2 List ALL current INCOMPLETE construction contracts held by the Business Entity. Include the following information on this list:

- Name of Client
- Client Contact Name and Phone Number
- Name of Project
  
- Award Date
- Scheduled Completion Date
- Architect or Design Engineer
- Joint Venture name, if applicable
- Indicate if Prime or Subcontractor
- Total Contract Amount
- Amount Subcontracted to Others
- Incompleted Amount
- Description of Project – (Describe the scope and complexity for each project and how that may impact your resources or ability to meet the proposed schedule on this Project.)

10.3 Within the past five (5) years, has the Business Entity, predecessor or affiliate:

- a) ever had a contract terminated, suspended, cancelled or been declared in default or breach within the past five (5) years?    Yes            No            If yes, provide details.
- b) been a party in a lawsuit or other dispute resolution proceeding, including, without limitation, administrative proceedings or arbitration, within the past five (5) years?  
Yes            No            If yes, provide details.
- c) had any judgment or awards against it in the past five (5) years, including specific performance, restitution, or formal monitoring agreements?  
Yes                      No            If yes, provide details.
- d) been suspended or debarred from any government contract process, been disqualified on any government procurement, or agreed to any voluntary exclusion from bidding or contracting with a government entity?    Yes    No            If yes, provide details.
- e) initiated a request to withdraw a bid submitted to a government entity or made any claim of error on a bid submitted to a government entity?    Yes            No            If yes, provide details.
- f) ever has a surety called upon to complete any contract whether government or private sector?  
Yes            No            If yes, provide details.
- g) had a revocation or suspension of any business or professional permit and/or license?  
Yes            No            If yes, provide details.
- h) had a denial, decertification, revocation or forfeiture of a Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise certification for other than a change of ownership?  
Yes    No            If yes, provide details.
- i) been the subject of a criminal investigation, whether open or closed, or an indictment for any business related conduct constituting a crime under federal, state or local law?  
Yes    No            If yes, provide details.
- j) been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?  
Yes    No            If yes, provide details.
- k) been the subject of any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise?  
Yes            No            If yes, provide details.
- l) had a government entity find a willful prevailing wage or supplemental payment violation?  
Yes            No            If yes, provide details.

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

m) entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving violation of federal, state or local environmental laws?

Yes      No      If yes, provide details.

n) other than disclosed elsewhere in this Qualifications Statement, been the subject of any citations, notices of violations, pending administrative hearings or proceedings or determinations of a violation of:

- i) federal, state or local health laws, rules or regulations?    Yes      No
- ii) federal, state or local environmental laws, rules or regulations?    Yes      No
- iii) federal, state or local human rights laws?    Yes      No
- iv) federal, state or local security laws?    Yes      No
- v) unemployment insurance or workers compensation coverage or claim requirements?  
Yes      No
- vi) Employee Retirement Income Security Act (ERISA)?    Yes      No

If yes to any of the above, provide details.

o) had any liquidated damages assessed over \$25,000?    Yes      No

If yes, provide details.

n) had any liens, claims or judgments (not including UCC filings, over \$25,000 which remain undischarged or were unsatisfied for more than 90 days?

Yes      No      If yes, provide details.

10.4 Within the past five (5) years, has any individual previously identified above or any Individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with governmental entities been subject to:

a) a sanction imposed relative to any business or professional license?

Yes      No      If yes, provide details.

b) a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under federal, state or local law?

Yes      No      If yes, provide details.

c) any misdemeanor or felony charge, indictment or conviction for:

- i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding?; or

ii) any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?

Yes      No      If yes, provide details.

d) a debarment from any government contracting process?      Yes      No  
If yes, provide details.

11. Health and Safety Program

11.1 Does the Company have an official Health and Safety Department?      Yes      No

11.2 Provide a copy of the organization chart for the Company's health and safety department and resumes of key individuals.

11.3 Attach list of any State or Federal Health and Safety citation received in the past three (3) years.

11.4 Would you provide us with a copy of your Corporate Health and Safety Plan/Program if asked?  
Yes      No

11.5 Are accident reports (OSHA 200) circulated to:

		Monthly	Qtrly	Annually
Employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisors and/or foreman?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vice President/General Manager?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Owner of the Firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11.6 Indicate the number of employees by labor category who have undergone OSHA 1910.20 health and safety measures and provide the types of programs and procedures the Company adheres to:

	Labor Category	Number of Employees
Health & Safety Training	_____	_____
Medical Monitoring	_____	_____

11.7 Does the Company conduct field safety inspections?      Yes      No

If yes, who conducts the inspection (include title) \_\_\_\_\_

If so, how often? ☐ Weekly    ☐ Bi-Weekly    ☐ Monthly    ☐ As Needed

11.8 During foreman performance reviews, does the Company use safety as a criterion for rating purposes?  
Yes      No

11.9 Does the Company hold tailgate or tool box safety meetings?      Yes      No  
If so, how often?    ☐ Weekly    ☐ Bi-Weekly    ☐ Monthly    ☐ As Needed

ALTERATIONS TO BUILDING #51  
 EMERGENCY HOUSING SHELTER  
 38 SEWARD AVENUE  
 MIDDLETOWN, NY 10940

1802-01  
 RFB-OC095-21

11.10 Does the Company have a pre-job employee and new hire safety orientation program? Yes No

If yes, does it include instructions on the following:

	Yes	Hrs*	No
Company Safety Policy	_____	_____	_____
Company safety rules, procedures incorporating clients safety rules and regulations	_____	_____	_____
Safety meeting attendance	_____	_____	_____
Work hazard reporting	_____	_____	_____
Injury reporting	_____	_____	_____
Personal protective equipment	_____	_____	_____
1. Head protection	_____	_____	_____
2. Eye protection	_____	_____	_____
3. Hearing protection	_____	_____	_____
4. Respiratory protection	_____	_____	_____
Housekeeping	_____	_____	_____
Fire protection	_____	_____	_____
Driving safety	_____	_____	_____
Toxic substances	_____	_____	_____
First aid	_____	_____	_____
Electrical safety	_____	_____	_____
Rigging safety	_____	_____	_____
Safety belts and lifeline	_____	_____	_____
Scaffolding	_____	_____	_____
Perimeter guarding	_____	_____	_____
Trenching and excavation	_____	_____	_____
Signs, barricades, flagging	_____	_____	_____
Other (specify)	_____	_____	_____
	_____	_____	_____

\*If yes is marked, provide hours to each employee at each job site.

11.11 Does the Company hold specialized safety/training meetings for

New Hires?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supervisors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Foreman?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Subcontractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes to any of the above, do the meetings include the following instructions:

	Yes	Hrs*	No
Safe work practices	_____	_____	_____
Safety supervisors and enforcement	_____	_____	_____
Tailgate safety meetings	_____	_____	_____
Emergency procedures	_____	_____	_____
Incident reporting	_____	_____	_____

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

First aid procedures	_____	_____	_____
Accident investigation	_____	_____	_____
New employee orientation	_____	_____	_____
Fire protection and prevention	_____	_____	_____

\*If marked yes, provide hours of instructions provided to each new foreman.

11.12 How are accident records and accident summaries kept? How often are they reported?

	Yes	No	Monthly	Annually
Accidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accidents related to the Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accidents totaled by Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11.13 How are the costs of individual accidents kept? How often are they reported?

	Yes	No	Monthly	Annually
Costs totaled for entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled for projects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11.14 List any OSHA citations and resolutions during the past three (3) years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11.15 List any OSHA citations and resolutions during the past three (3) years for any of the Company's proposed major subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11.16 Does the Company have a drug/alcohol program? Yes No

11.17 Does the Company have a safety recognition program? Yes No

## 12. Quality Assurance/Quality Control Program

12.1 Does the Company have an official Quality Assurance/Quality Control (QA/QC) Department?

\_\_\_\_\_

12.2 Who is the Department Head and to whom does this person report?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.3 Does the Company have a formal Quality Assurance/Quality Control (QA/QC) Manual or Procedure?  
Yes No

12.4 Would the Company provide us with a copy of its Corporate Quality Assurance/Quality Control Manual if asked? Yes No

12.5 What type of QA/QC training does your Company provide for its employees?

---

---

---

12.6 Indicate compliance with industry codes and standards and attach a copy of code authorization sheet (ASME, IEEE, AJSC, ANSI, etc.)

---

---

---

13. Additional Information

Attach any additional information which would assist the Owner and its agents to evaluate the Company's qualifications, history, financial standing, safety record, and insurability as it relates to a project of similar scope, complexity, and size to this Project.

14. Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes          No Indicate question number(s) and basis for FOIL exemption, attaching additional pages as necessary.

15. Certification and Signature of Authorized Representative:

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting the County of Orange in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the County of Orange will rely on information disclosed herein in making responsibility determinations in approving a contract or subcontract; (3) acknowledges that the Count of Orange may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he or she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained herein;
- has not altered the content of this questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his or her knowledge, information and belief, confirms that the Business Entity's responses are true accurate and complete, including all attachments, if applicable;
- understands that the County of Orange will rely on the information disclosed herein when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the responses at the time of the bid submission through the contract award notification, and may be required

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

to update the information at the request of the County prior to the award and/or approval of a contract,  
or during the term of the contract.

Name of Business Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**END OF SECTION 004900**

## SECTION 004950

### DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

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

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?    No    Yes

**If Yes, please answer the next questions:**

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?    No    Yes

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

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-responsibility: \_\_\_\_\_

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information?    No    Yes

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

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

## **Instructions for Completing the Bidder Disclosure of Prior Non-Responsibility Determinations**

### **Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms “Offeror” and “Governmental Entity” are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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

### **Instructions:**

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

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

**END OF SECTION 004950**

## **SECTION 00 4951**

### **IRAN DIVESTMENT ACT CERTIFICATION**

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

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that:

By submission of this 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 its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

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

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County 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 County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

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

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**END OF SECTION 004951**

**SECTION 00 04952**

**DISCLOSURE OF CONTRACTOR-SUBCONTRACTOR AND  
SUBSTANTIALLY OWNED-AFFILIATED ENTITY RELATIONSHIPS**

Effective March 18, 2018, New York State General Municipal Law §103(1-c) and New York State Labor Law §220-b declares contractors, subcontractors and any "substantially owned-affiliated entities" who have been debarred for violations under the federal Davis Bacon Act, pursuant to 40 U.S.C. 3144; the Copeland Act, pursuant to 18 U.S.C. 874 and 40 U.S.C. 3145; or the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. 332; ineligible to bid on or be awarded low bid contracts.

New York State Labor Law §220(5)(g) defines a Substantially Owned-Affiliated Entities to mean:

“...the parent company of the contractor or subcontractor, any subsidiary of the contractor or subcontractor, or any entity in which the parent of the contractor or subcontractor owns more than fifty percent of the voting stock, or an entity in which one or more of the top five shareholders of the contractor or subcontractor individually or collectively also owns a controlling share of the voting stock, or an entity which exhibits any other indicia of control over the contractor or subcontractor or over which the contractor or subcontractor exhibits control, regardless of whether or not the controlling party or parties have any identifiable or documented ownership interest. Such indicia shall include, power or responsibility over employment decisions, access to and/or use of the relevant entity's assets or equipment, power or responsibility over contracts of the entity, responsibility for maintenance or submission of certified payroll records, and influence over the business decisions of the relevant entity.”

For a bid to be considered, and to enable the County to perform the required due diligence on potential bidders to determine if they are eligible and therefore responsive, all bidders must disclose all Contractor-Subcontractor relationships that would be involved in the performance of any contract awarded under this RFB, as well as any Substantially Owned-Affiliated Entities of the bidder (i.e. Contractor) and all subcontractor(s), if any.

Please list the legal name of the Bidder/Contractor, any Subcontractor(s), and any Substantially Owned-Affiliated Entities, in addition, please also include any “doing business as” name for each of the foregoing and describe the nature of the relationship (e.g. bidder/contractor, subcontractor, owns 60% of voting stock of contractor, shareholder of subcontractor, partner of contractor, etc.). Attach additional sheets, if necessary.

Entity Name: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

Entity Name: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

Entity Name: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

## SECTION 005000

### AGREEMENT BETWEEN OWNER AND CONTRACTOR

**THIS AGREEMENT**, effective on the date signed by the Orange County Executive, is by and between the County of Orange, a New York state municipal corporation and county of the State of New York, by and through its Department of Public Works, with a principal office at 2455-2459 Route 17M, Goshen, New York 10924 ("Owner") and \_\_\_\_\_, a \_\_\_\_\_ State duly registered and authorized \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ ("Contractor")

Owner and Contractor agree as follows:

#### ARTICLE 1 CONTRACT DOCUMENTS & VALIDITY OF CONTRACT

**1.1** The "Contract Documents", are as specified in §1.1.11 (Definitions) and §1.3.2.5 (Order of Precedence) of the General Conditions.

This Agreement shall become valid upon approval of HHAC and submission and approval of the following items:

- .1** M/WBE requirements (**Attachment B**).
- .2** Letter of Credit or Payment and Performance Bonds for 100% of the Contract Sum
- .3** Certificates of Insurance to be submitted in forms and amounts approved by the Owner

**1.2** Nothing contained in the Contractor's proposal shall constitute a waiver to any other requirement of this Agreement.

**1.3** In the event of any conflict between this Agreement and any other requirement of the Contract Documents, the conflict shall be resolved in accordance with the order of precedence outlined in Section 1.3.2.5 of the General Conditions, as may be modified by any Supplemental Conditions.

#### ARTICLE 2 DEFINITIONS

**2.1** Unless otherwise defined in the Contract Documents, definitions are provided in §1.1 of the General Conditions.

**2.2** Words not otherwise defined that have a well-known technical or trade meaning are used in this Contract in accordance with such recognized meaning.

**2.3** Whenever the context of any Contract provision so requires, any noun including the terms defined in §2.1 of this Agreement shall include its plural and singular form. Any pronoun shall include the corresponding masculine, feminine, and neuter forms, both singular and plural.

#### ARTICLE 3 SCOPE AND CHARACTER OF THE WORK

**3.1** This Scope of Work shall be as outlined in the Contract Documents and is intended to define, but not limit the Scope of Work to be performed. The Scope shall include all necessary labor, material, accessories, equipment, hardware, fasteners, tools, layout, engineering, supervision, hoisting, rigging, scaffolding, shop drawings, detailing,

packaging, trucking, freight, delivery, permits, insurance, bonding, applicable taxes, temporary and permanent utilities, safety, and Site logistics materials. This Scope shall also include staging and all other services required for the complete performance of each Contractor for this Project and in accordance with Contract Documents.

**3.2** Contractor shall complete all Work as specified or indicated in the Contract Documents.

**3.3** Unless otherwise expressly provided in the Contract Documents, the Work shall be performed in accordance with the best modern practice utilizing, unless otherwise specified in writing, new and unused materials of standard first grade quality and workmanship and design of the highest quality, to the satisfaction of the Owner.

**3.4** Each Contractor acknowledges that the Scope of Work includes all items that may be inferred as being required by the Drawings and Specifications and is customarily required and supplied in order to furnish a complete product for its intended use.

**3.5** The Contractor shall perform all demolition and selective demolition complete and in accordance with the Contract Documents including but not limited to disposal of all furnishings, debris and/or equipment that is not identified otherwise within the Contract Documents if demolition and removal of such items are necessary for the performance of new Work or as directed by the Construction Manager.

**3.6** All items identified or implied in the Drawings, Specifications and Addenda shall be performed timely, diligently, and orderly in accordance with the Contract Documents, the overall Project and/or submitted Schedules, and using practices deemed "standard for the industry" for this geographic region and type of construction.

**3.7** Each Contractor understands that the Contract Documents depict design intent and that field conditions may vary. Each Contractor is responsible to apply the design intent per the field conditions with any adjustments to the design being brought to the Architect's attention prior to final installation.

**3.8** Where materials or equipment are required by the Specifications or the Contract Drawings to conform to standards, specifications, or requirements or organizations, associations, or societies, the current edition or most recent revision of such standards, specifications, or requirements shall be used. Upon request by the Owner, the Contractor shall furnish the manufacturer's written certification that the materials or equipment conform to such standards, specifications, or requirements. Such certifications are not binding or conclusive on the Owner and may be rejected at any time if incorrect, improper, or otherwise unsatisfactory. The Owner's failure to request or reject any certification does not release the Contractor from its full responsibility for the accurate and complete performance of the Work in accordance with the Contract.

**3.9** Any approval given by the Owner shall not release the Contractor from its full responsibility for the accurate and complete performance of the Work in accordance with the Contract or from any duty, obligation, or liability imposed upon it by the Contract or from responsibility for injuries to persons or damage to property.

**3.10** Any approval given by the Owner pursuant to any provision of the Contract shall be construed merely to mean that at the time the approval is given, the Owner had no reason for objecting. Such approval does not release the Contractor from its full responsibility for the accurate and complete performance of the Work in accordance with the Contract or any duty, obligation, or liability imposed upon it by the Contract or from responsibility for injuries to persons or damage to property.

**3.11** Contractor shall render all Work and Extra Work, if any, under this Contract in accordance with applicable provisions of all federal, state, and local laws, rules, and regulations as are in effect at the time such Work and Extra Work, if any, are rendered.

#### ARTICLE 4 MEANS AND METHOD OF CONSTRUCTION

**4.1** Unless otherwise expressly provided in the Contract Drawings, Specifications and Addenda, the Means and Methods of Construction shall be such as the Contractor may choose; subject, however, to the Construction Manager's right to reject the Means and Methods of Construction proposed by the Contractor which, in the opinion of the Construction Manager:

- .1 will constitute or create a hazard to the Work, or to persons or property;
- .2 will not produce finished Work in accordance with the terms of the Contract; or
- .3 will be detrimental to the overall progress of the Project.

**4.2** The Construction Manager's approval of the Contractor's Means and Methods of Construction, or the Construction Manager's failure to exercise its right to reject such Means or Methods, shall not relieve the Contractor of its obligation to complete the Work as provided in this Contract; nor shall the exercise of such right to reject create a cause of action for damages.

#### ARTICLE 5 CONTRACT TIME

**5.1** The Contractor hereby agrees and covenants that the Contract Time shall commence upon the date set forth in the Owner's written Notice to Proceed. The Contractor agrees that **Substantial Completion shall be achieved not later than 270 Days from a Notice to Proceed and that Final Completion shall be achieved on or before 60 Days after Substantial Completion, in accordance with terms of the Contract Documents.** TIME BEING OF THE ESSENCE to the Owner, the Contractor shall thereafter prosecute the Work diligently, using such Means and Methods of Construction as are in accord with Article 4 herein and as will assure its completion not later than the date specified herein or on the date to which the time for completion may be extended. The Contractor hereby agrees to pay liquidated damages as partial compensation for loss of use and other damages as may be set forth in other provisions in the Contract Documents or available at law or in equity.

**5.2** Contractor agrees that the Work shall be performed regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract Time and the times stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, and that time is of the essence for all provisions set forth in this Agreement and the Contract Documents.

#### ARTICLE 6 CONTRACT SUM & PAYMENT

**6.1** The Owner shall make payment to the Contractor only after the Application for Payment has been forwarded to New York State for payment approval. After the New York State payment approval process has been completed, the payment shall be forwarded to the Owner for disbursement. The Owner shall make payment usually within 60 days after receipt of an Application for Payment.

**6.2** Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the Contract Sum agreed upon in the Contractor's Bid Form as may be modified by Change Order. Progress and Final Payments shall be made in accordance with the approved Schedule of Values and terms, conditions, and procedures set forth in the General Conditions as may be modified by the Supplemental Conditions.

**6.3** The Owner shall pay, and the Contractor agrees to accept, in full consideration for the Contractor's performance of the Work subject to the terms and conditions of the Contract Documents, the lump sum price or unit prices for which this Contract was awarded, plus the amount required to be paid for any Extra Work ordered by the

Owner, less credit for any Omitted Work pursuant to procedures set forth in Article 7 of the General Conditions as may be modified by the Supplemental Conditions.

**6.4** A not-to-exceed cost of \$ 000000 has been established for the performance of the Work. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Executive of the Owner, evidenced only by a written Change Order to this Contract. The Contractor specifically agrees that the Owner will not be responsible for any additional cost or costs in excess of the not-to-exceed cost if the Owner's authorization by the County Executive is not given in writing prior to the performance of any Work or Extra Work giving rise to such excess or additional cost.

**6.5** Contractor shall pay all subcontractors and suppliers within Seven (7) Days of receipt of payment from Owner (or such other time period as may be provided by General Municipal Law §106-b as amended), representing the value of the work performed and/or materials furnished by the subcontractor and/or supplier and reflecting the percentage of the subcontractor's work completed or the materials provided by supplier in the requisition approved by the Architect and accepted by the Construction Manager and Owner and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the subcontractor or supplier which have not been suitably discharged and less any retained amount not in excess of the percentage requirements specified in Article 7 of this Agreement.

## **ARTICLE 7 RETAINED PERCENTAGE**

**7.1** Retainage will be held at the rate of 5%, less such amounts at 2.5 times the value of the Punch List.

**7.2** Notwithstanding the foregoing, and in compliance with applicable New York State laws and regulations, the Owner may withhold from any money due under this Contract, a) the amount of any claims made by any person or entity (including but not limited to other contractors or subcontractors), against the Owner or against the Contractor and the Owner as security against the claims or b) other amounts as permitted under New York State law or regulation. Withholding amounts subject to this Article include, but are not limited to:

- .1** claims involving an alleged loss, damage, injury, theft, or vandalism which, in the opinion of the Owner, may not be covered by insurance policies, or which, together with previously filed claims, is in excess of the amount payable under such policies;
- .2** claims involving an infringement of copyrights, patents or use of patented articles, tools, etc.; or
- .3** damages claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work in strict accordance with this Contract.
- .4** any other amounts permissible under New York State law or regulation.

**7.3** The Owner, in its discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.

**7.4** If an action on such claim is timely commenced and the liability of the Owner, the Contractor, or both, is established by a final judgment of a Court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the Owner shall pay such judgment or admitted claim out of the monies retained by the Owner under the provisions of this Article and return the balance, if any, without interest, to the Contractor.

**7.5** If at any time before or within Thirty (30) Days after the Work is completed and accepted by the Owner, notice as is described in the New York State Lien Law pertaining to public improvements, is filed by any person

claiming to have performed any labor or furnished any material toward the performance or completion of this Contract, the Owner shall retain, from the monies due or to become due under this Contract, the greater of the amount claimed in the notice or any greater percentage permitted under New York State Lien Law, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The Owner shall hold the monies retained until the lien is discharged pursuant to Law.

## **ARTICLE 8 CHANGES IN THE WORK**

**8.1** Changes in the Work, including Extra Work and Omitted Work shall be governed by the terms and conditions of Article 7 of the General Conditions as may be modified by the Supplemental Conditions.

## **ARTICLE 9 LIQUIDATED DAMAGES**

**9.1** Contractor understands, agrees and covenants that TIME IS OF THE ESSENCE for the completion of all provisions of this Agreement and the Contract Documents and that Owner will suffer losses, including but not limited to financial losses, if the Work is not completed according to the Contract Time, including without limitation, any milestones and deadlines within the time for completion of the Work. Furthermore, Contractor recognizes and understands the delays, expenses and difficulties involved in proving actual losses suffered by the Owner, if the Work is not completed on time in all aspects or abandoned. Accordingly, Owner and Contractor understand, agree and covenant that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$2,000.00 per Day for each Day beyond Substantial Completion that the Work remains incomplete, in accordance with the terms of the Contract. Owner and Contractor further understand, agree and covenant that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$2,000.00 per Day for each Day beyond Final Completion that the Work remains incomplete in accordance with the terms of the Contract. Owner reserves the right to deduct any and all liquidated damages from payments due and owing to the Contractor.

**9.2** Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the Owner's right to indemnification, the Contractor's obligation to indemnify the Owner, or to any other remedy provided for in this Contract or by Law.

**9.3** The Owner may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages. The value of the liquidated damages will be withheld on each Payment Application until the Recovery Schedule has been submitted and met. In case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the Owner, the Contractor shall be liable to pay the difference.

## **ARTICLE 10 LABOR REQUIREMENTS**

**10.1** Each Contractor is governed by and will adhere to the Prevailing Wage Schedule for this Project.

**10.2** Pursuant to New York State Labor Law 220(2), no laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the Work shall be permitted or required to work more than eight hours in any One (1) Day or more than Five (5) Days in any One (1) week except in cases of extraordinary emergency including fire, flood or danger to life or property. No such person shall be so employed more than eight hours in any Day or more than Five (5) Days in any One (1) week except in such emergency. Extraordinary emergency within the meaning of this section shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Commissioner of Labor (Commissioner) for the preservation of the contract Site and for the protection of the life and limb of the persons using the same. Upon the application of any person interested, the Commissioner shall

make a determination as to whether or not on any public project or on all public projects in any area of this state, sufficient laborers, workers and mechanics of any or all classifications can be employed to carry on Work expeditiously if their labor is restricted to eight hours per Day and Five (5) Days per week, and in the event that the Commissioner determines that there are not sufficient workers, laborers and mechanics of any or all classifications which may be employed to carry on such Work expeditiously if their labor is restricted to Eight (8) hours per Day and Five (5) Days per week, and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Commissioner for the preservation of the Project Site and for the protection of the life and limb of the persons using the same, the Commissioner shall grant a dispensation permitting all laborers, workers and mechanics, or any classification of such laborers, workers and mechanics, to work such additional hours or Days per week on such public project or in such areas the Commissioner shall determine. Whenever such a dispensation is granted, all Work in excess of Eight (8) hours per Day and Five (5) Days per week shall be considered overtime Work, and the laborers, workers and mechanics performing such Work shall be paid a premium wage commensurate with the premium wages prevailing in the area in which the Work is performed. No such dispensation shall be effective with respect to any public work unless and until the County certifies to the commissioner that such Project is of an important nature and that a delay in carrying it to completion would result in serious disadvantage to the public. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages may be made up during that week and/or the succeeding three weeks.

**10.3** Pursuant to New York State Labor Law 220(3)(a) each laborer, workman or mechanic, employed by any Contractor, Subcontractor or other person on this Project shall be paid be not less than the prevailing rate of wages and supplements set by the New York State Department of Labor.

**10.4** Pursuant to New York State Labor Law 220(3)(d)(iv), the filing of payrolls in a manner consistent with Labor Law 220(3-a) is a condition precedent to payment of any sums due and owing for Work done upon the Project.

**10.5** Pursuant to New York State Labor Law 220 (3-a)(a)(ii), each Contractor and Subcontractor shall post in a prominent and accessible place on the Site where the Work is performed a legible statement of all wage rates and supplements specified in the Contract for the various classes of mechanics, workers, or laborers employed on the Work. Posted statements shall be written in plain English; titled, in lettering no smaller than 2 inches high and 2 inches wide, "Prevailing Rate of Wages"; and constructed of materials capable of withstanding adverse weather conditions. Each Contractor and Subcontractor shall notify all laborers, workers or mechanics in their employ in writing of the prevailing wage rate for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of the Work, and with the first paycheck after July first of each year, each Contractor and Sub-contractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the Commissioner, of the telephone number and address for the Commissioner. The notice shall also inform each laborer, worker, or mechanic of his or her right to contact the Commissioner, or some other representative if, at any time while working for the Contractor or Subcontractor, he or she does not receive the proper prevailing wage rate or supplements for his or her particular job classification that he or she is entitled to receive under the Contract.

**10.6** Pursuant to New York State Labor Law 220 (3-a)(a)(iii), each Contractor and Subcontractor shall keep original payrolls or transcripts thereof, subscribed and sworn to or affirmed by him or her as true under the penalties of perjury, setting forth the names and addresses and showing for each worker, laborer, or mechanic the hours and days worked, the occupations worked, the hourly wage rates paid and the supplements paid or provided. Where a Contractor or Subcontractor maintains no regular place of business in New York state and where the amount of the contract is in excess of \$25,000, such payrolls shall be kept on the Site of the Work. All other Contractors or Subcontractors shall produce within Five (5) Days on the Site of the Work and upon formal order of the Commissioner, or his or her designated representative, such original payrolls or transcripts thereof, subscribed and sworn to or affirmed by him or her as true under the penalties of perjury, as may be deemed necessary to adequately

enforce the provisions Article 8 of the New York State Labor Law. Every Contractor and Subcontractor shall submit to the County within Thirty (30) Days after issuance of its first payroll, and every Thirty (30) Days thereafter, a transcript of the original payroll record subscribed and sworn to or affirmed as true under the penalties of perjury.

**10.7** Pursuant to Labor Law 220-d, prevailing wage rates and supplements have been included as an appendix in the Project Manual. Laborers, workingmen or mechanics shall be paid not less than such prevailing wage rates and supplements.

**10.8** Pursuant to Labor Law 220-e, the Contractor and every Subcontractor agrees:

- .1** that in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the Work to which the employment relates;
- .2** that no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color, disability, sex or national origin;
- .3** that there may be deducted from the amount payable to the Contractor by the state or municipality under this Contract a penalty of fifty dollars (\$50) for each person for each Day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;
- .4** that this Contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract; and
- .5** the aforesaid provisions covering every Contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

**10.9** Pursuant to Labor Law 220-h, if the Contract Sum of this Contract is at least two hundred fifty thousand dollars (\$250,000) all laborers, workers, and mechanics employed in the performance of the contract on the Project Site, either by the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the Work contemplated by the Contract, shall be certified prior to performing any Work on the Project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

**10.10** Pursuant to Labor Law 222(d), the design of this Project shall be subject to the review and approval of the County and the Contractor shall furnish performance and payment bonds as specified in the Contract Documents, which shall conform to the provisions of state or local law, and that a copy of such performance and payment bonds shall be kept by the County and shall be open to public inspection.

**10.11** Pursuant to Labor Law 222(e), the County shall consider the financial and organizational capacity of Contractors and Subcontractors in relation to the magnitude of Work they may perform, the record of performance of Contractors and Subcontractors on previous Work, the record of contractors and subcontractors in complying with existing labor standards and maintaining harmonious labor relations, and the commitment of contractors to Work with minority and women-owned business enterprises pursuant to Article 15-A of the New York State Executive Law through joint ventures of subcontractor relationships. If the Contract Sum of this Contract is in excess of five hundred thousand dollars (\$500,000), each Contractor and Subcontractor shall participate in apprentice training programs in

the trades of work it employs that have been approved by the New York State Department of Labor for not less than three years and shall have graduated at least one apprentice in the last three years and shall have at least one apprentice currently enrolled in such apprenticeship training program. In addition, it must be demonstrated that the program has made significant efforts to attract and retain minority apprentices, as determined by affirmative action goals established for such program by the department.

**10.12** Pursuant to Labor Law 222-a, in the construction of public works wherein a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Industrial Board of Appeals, the installation, maintenance and effective operation of such appliances and methods is required. Failure to comply with this provision shall void this Contract.

## **ARTICLE 11 ASSURANCES, REPRESENTATIONS & WARRANTIES**

**11.1** In consideration of and to induce the award of this Contract to the Contractor, the Contractor represents and warrants that:

- .1** it has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and all Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;
- .2** the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work and to determine the cost of the Work;
- .3** it has had sufficient opportunity to visit the Site and examine all conditions, including subsurface and physical conditions affecting the Work and has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the Site or otherwise affecting cost, progress or performance of the Work which were obtained by Architect in the preparation of the Drawings and Specifications and, without limitation, include the Geotechnical Reports included in the Project Manual.
- .4** it has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as it deems necessary for the performance of the Work at the Contract Sum within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
- .5** it has had a sufficient opportunity to examine the Contract Documents for errors, inconsistencies and omissions;
- .6** it has correlated the results of all such observations, examinations, investigations, tests, reports and data in paragraphs .3 and .4 above with the terms and conditions of the Contract Documents, has given Architect written notice of any conflict, error or discrepancy that it has discovered in the Contract Documents through a Request for Information submitted to the Construction Manager and the written resolution thereof by Architect is acceptable to Contractor.
- .7** the Contract Documents are complete and unambiguous.
- .8** it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform the Work and its obligations under the Contract Documents;

- .9 it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations under the Contract Documents and has sufficient experience and competence to do so;
- .10 it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public and quasi public authorities having jurisdiction over it and over the Work and the Project Site;
- .11 the facts stated in its bid and the information given by it pursuant to the Request for Bid is true and correct in all respects;
- .12 it has read and complied with all requirements set forth in the Contract Documents in respect to its submission of a Bid and shall comply with those and all other Contract Document requirements throughout performance of the Contract, and after for warranties or other surviving terms and conditions;
- .13 it is familiar with all Laws that may in any way affect the Work;
- .14 it has carefully examined the Site of the Work and is satisfied as to the nature and location of the Work; the character, quality, and quantity of surface and subsurface materials likely to be encountered; the character or type of equipment and other facilities needed for the performance of the Work; the general and local conditions; and all other materials or items that may affect the Work;
- .15 it is an independent Contractor and not an employee of the Owner. Unless the Contract specifically provides otherwise, the conduct and control of the Work shall be entirely the Contractor's responsibility at all times;
- .16 fair and ethical business practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Contractor nor any director, partner, principal, officer, or employee shall:
  - .1 file with a government office or employee, a written instrument that intentionally contains a false statement or false information;
  - .2 intentionally falsify business records;
  - .3 give, or offer to give, money or any other benefit to a labor official with intent to influence that labor official with respect to any of his acts, duties, or decisions as a labor official;
  - .4 give, or offer to give, money or any other benefit to a public servant with intent to influence that public servant with respect to any of his acts, duties, or decisions as a public servant; or
  - .5 knowingly participate in the criminal activities of any organized crime group, syndicate, or "family," nor shall any person employed by or associated with any such organized crime group, syndicate, or "family" participate through criminal means in any of the business affairs of the Contractor.
- .17 no person or selling agency has been employed or retained by it to solicit or secure this Contract upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee, or any other compensation;

- .18** no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties;
- .19** it has thoroughly reviewed the terms of this Contract and that the terms of the Contract are not to be construed against the drafter of the Contract.
- .20** it shall not retain the services of any current or former Owner employee in connection with this Contract or any other contract that the Contractor has or may have with the Owner without the express written permission of the Owner. This employment restriction period covers the preceding three (3) years or longer if the current or former Owner employee has or may have an actual or perceived conflict of interest due to his or her position with the Owner.
- .21** neither it nor any of its directors, officers, members, partners, or employees have any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of the Work and furthermore that in the performance of this Contract, no person having an actual or possible conflict of interest shall be employed by it and no elected official or other officer or employee of the Owner, nor any person whose salary is payable, in whole or in part, by the Owner, or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested shall have any interest, direct or indirect, in this Contract or in the proceeds thereof, unless such person:

  - .1** if required by the Orange County Ethics Law as amended from time to time, to submit a disclosure form to the Orange County Board of Ethics, amends such disclosure form to include that person's interest in this Contract; or
  - .2** if not required to complete and submit such a disclosure form, that person either voluntarily completes and submits a disclosure form disclosing that person's interest in this Contract or seeks a formal opinion from the Orange County Ethics Board as to whether a conflict of interest exists.
- .22** its execution of this Agreement and its performance thereof is within its duly authorized powers.

**11.2** To the extent that it may be appropriate for the proper execution of its subcontract, Contractor shall cause each Subcontractor to do the evaluation described in the preceding paragraph. Owner shall not be required to make any adjustment in either the Contract Sum or Contract Times (or milestones) in connection with any failure by Contractor or Subcontractor to comply with this Article 11.

**11.3** If Contractor breaches or violates any of these representations or warranties, the Owner has the right to annul this Contract without liability, entitling the Owner to recover all monies paid hereunder and Contractor shall not make any claim or be entitled to recover, any sum or sums otherwise due under this Contract. This remedy, if effected, shall not constitute the sole remedy afforded the Owner for such falsity or breach, nor shall it constitute a waiver of the Owner's right to claim damages, refuse payment, or to take any other action provided for by Law or pursuant to this Contract.

## **ARTICLE 12 TERMINATION OR SUSPENSION OF AGREEMENT**

**12.1** This Agreement may be terminated or suspended in accordance with the provisions of Article 13 of the General Conditions.

## **ARTICLE 13 GOVERNING LAW**

**13.1** This Agreement shall be governed by the laws of the State of New York, without regard to its choice of law rules. Contractor shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work is rendered. Any disputes shall be submitted to the Supreme Court of the State of New York with venue in Orange County or, in the event the dispute concerns a federal matter, in the United States District Court for the Southern District of New York, White Plains Division.

## **ARTICLE 14 SUCCESSORS AND ASSIGNS**

**14.1** In accordance with New York State General Municipal Law §109, Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of its right, title, or interest therein, or its power to execute such Contract, to any other person or corporation without the previous written consent of the County Executive. If such consent is not obtained, the County shall revoke and annul this Contract and the County shall be relieved and discharged from any and all liability and obligations arising out of the Contract to the Contractor, and to any party to which the Contract was assigned, transferred, conveyed, sublet or otherwise disposed of, and the Contractor, its assignees, transferees or sublessees shall forfeit and lose all moneys, earned under this Contract, except so much as may be required to pay Contractor's employees. The provisions of General Municipal Law §109 shall not hinder, prevent, or affect an assignment by any Contractor for the benefit of its creditors made pursuant to the laws of New York.

**14.2** Contractor shall not, without the prior written consent of the Owner, assign any monies due or to become due without the prior written consent of Owner. In the event that Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in the Contract Documents. Any assignment, transfer, conveyance, or other disposition without prior consent shall be void and any Work provided thereunder will not be compensated.

**14.3** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents. Any subcontracts under this Project will provide that any subcontractors are subject to all applicable provisions of the Contract Documents.

**14.4** The Owner may, without consent of the Contractor, assign the Contract to any successor in interest. In such event, said assignment shall act as a complete assignment of all rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

**14.5** Any assignment properly consented to by the Owner shall be subject to all of the terms and conditions of this Contract.

## **ARTICLE 15 WRITTEN NOTICE**

**15.1** All notices as required in this Agreement shall be in writing. Except as otherwise provided herein, all notices may be given by certified mail, by personal delivery, by nationally recognized overnight courier service or by facsimile. Notice by certified mail will be effective upon sending provided such notice is simultaneously transmitted by facsimile, subject to the confirmation requirements contained herein. Notice by personal delivery will be effective upon delivery to the other party. Notice by nationally recognized overnight courier service shall be effective One (1) Day after delivery of notice to such overnight courier service. If notice is given by facsimile, immediately after

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

sending such notice, the sender thereof shall confirm by telephone addressee's receipt of such notice. Facsimile notice is acceptable provided a hard copy is delivered to the party within Three (3) business days of delivery of the facsimile but shall not be effective until delivery of the hard copy. Notices must be addressed to the address or addresses of the respective party as set forth below.

If to the Owner:

Erik Denega, P.E., P.M.P.  
Commissioner  
Department of Public Works  
2455-2459 Route 17M,  
P.O. Box 509  
Goshen, NY 10924  
Phone: (845) 291-2750  
Fax: (845) 291-2778

If to the Architect:

Phone:  
Fax:

If to the Contractor:

If to the Construction Manager:

Phone:  
Fax:

Phone:  
Fax:

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to all other parties in the manner provided herein for the service of notice.

## **ARTICLE 16 RIGHTS AND REMEDIES**

**16.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity.

**16.2** No action or failure to act by the Owner, Architect, Construction Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

## **ARTICLE 17 NO ESTOPPEL AND NO WAIVER**

**17.1** Neither the Owner nor any Department, officer, agent, or employee thereof, shall be bound, precluded, or estopped by any determination, decision, approval, order, letter, payment, or certificate made, given under, or in connection with this Contract by the Owner, or any other officer, agent, or employee of the Owner, either before or after the Final Completion and acceptance of the Work and payment therefore:

- .1** from showing the true and correct classification, amount, quality, or character of the Work actually done; or that any such determination, decision, order, letter, payment, or certificate was untrue,

incorrect, or improperly made in any particular way, or that the Work, or any part thereof, does not in fact conform to the requirements of this Contract; and

- .2 from demanding and recovering from the Contractor any overpayment made to it, or such damages as the Owner may sustain by reason of the Contractor's failure to perform each and every part of its Contract.

**17.2** Neither the acceptance by the Owner or any of its officers, agents, or employees of any certificate issued by the Owner, any payment voucher issued by the Owner, acceptance of the whole or part of the Work, nor any extension of time granted by the Owner shall operate as a waiver of any portion of this Contract, any power reserved to the Owner, or of any right to damages herein provided. Further, a waiver of any breach of this Contract does not operate as a waiver of any other or subsequent breach.

#### **ARTICLE 18 NO CLAIM AGAINST OFFICERS, AGENTS, OR EMPLOYEES**

**18.1** No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the Owner for, or on account of, anything done or omitted to be done in connection with this Contract.

#### **ARTICLE 19 MERGER CLAUSE**

**19.1** The rights and obligations of the parties and their respective agents, successors, and assignees shall be subject to this Contract, including any Change Orders, Addenda, or Specifications thereto, which supersede any other understandings or writings between or among the parties.

**19.2** Contractor binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents. Any subcontracts under this Project will provide that any Subcontractors are subject to all applicable provisions of the Contract Documents.

#### **ARTICLE 20 EXECUTORY CLAUSE**

**20.1** Owner shall have no liability under this Agreement to Contractor or to anyone else beyond the extent of funds appropriated and made available to fund this Agreement by the Owner.

#### **ARTICLE 21 ENTIRE AGREEMENT**

**21.1** The Contract Documents constitute the entire agreement between Owner and Contractor and may only be altered, amended or repealed solely by a written modification.

**IN WITNESS WHEREOF**, the parties executed multiple sets of this Agreement on the date signed below.

[Signatures appear on the following page.]

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

**CONTRACTOR**

**COUNTY OF ORANGE**

\_\_\_\_\_

By: \_\_\_\_\_  
(Sign Name)

By: \_\_\_\_\_  
Steven M. Neuhaus, County Executive

\_\_\_\_\_  
(Print Name)

Note: If Contractor is a corporation, a corporate resolution giving the principal the right to sign the Agreement must accompany the executed Agreement.

**END OF SECTION 005000**

**SECTION 006100-A**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Surety" are held and firmly bound to THE COUNTY OF ORANGE, NEW YORK,  
hereinafter referred to as the "COUNTY", or to its successors and assigns in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which said sum of money

well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the COUNTY the accompanying proposal,  
hereby made a part hereof, to enter into a contract in writing for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his, her or its representatives or  
assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and  
alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair  
and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall  
fully indemnify and save harmless the COUNTY from all cost and damage which it may suffer by reason of failure  
so to do, and shall fully reimburse and repay the COUNTY for all outlay and expense which the COUNTY may incur  
in making good any such default, and shall protect the said COUNTY against, and pay any and all amounts, damages,  
costs and judgments which may or shall be recovered against said COUNTY or its officers or agents of which the  
said COUNTY may be called upon to pay any person or corporation by reason of any damages arising or growing  
out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect  
of the said PRINCIPAL, or his, her, their, or its agents or servants, or the improper performance of the said work by  
the said PRINCIPAL, or his, her, their, or its agents or servants, or the infringement of any patent or patent rights by  
reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null  
and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, if requested to do so by the COUNTY, to fully  
perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants  
thereof, if the COUNTY determines that the Principal, for any cause, has failed or neglected to fully perform and  
complete such Work. The Surety (Sureties) further agrees to commence and diligently perform the Work specified  
in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from  
the COUNTY and to complete all Work within such time as the COUNTY may fix. The Surety and the COUNTY  
reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees  
that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to  
complete all Work as provided herein.

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or Work to be performed thereunder, or by any payment thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_(L.S.)  
Principal

By: \_\_\_\_\_

(Seal) \_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

Bond Premium Rate \_\_\_\_\_

Bond Premium Cost \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly  
PERFORMANCE BOND 006100A-2

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

authorized officer, agent, or attorney-in-fact.

An appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract should be executed.

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

**AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES.**

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me personally came to me known, \_\_\_\_\_ who, being by me duly  
sworn, did depose and say that he/she is the \_\_\_\_\_ of the corporation  
described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of  
the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation,  
and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared  
\_\_\_\_\_ to me known and known to me to be one of the  
members of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the  
same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing  
instrument and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

**END OF SECTION 006100A**

**SECTION 006100-B**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Principal", and \_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Surety" are held and firmly bound to THE COUNTY OF ORANGE, NEW YORK,  
hereinafter referred to as the "COUNTY", or to its successors and assigns in the penal sum of \_\_\_\_\_  
\_\_\_\_\_

Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which said sum of money well

and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the COUNTY the accompanying proposal,  
hereby made a part hereof, to enter into a contract in writing for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or  
assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and  
assigns shall promptly pay or cause to be paid all lawful claims for:

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the  
prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto,  
whether such persons be agents servants or employees of the Principal or any such Subcontractor, including  
all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the  
Project regardless of any contractual relationship between the Principal or such Subcontractors, or his, her or  
their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including  
office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams,  
fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at  
or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any  
amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain  
in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen  
or laborer having a just claim, as well as the COUNTY itself.

- (b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, her, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.
- (c) The Principal and Surety (Sureties) agree that neither of them will hold the COUNTY liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.
- (d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.
- (e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself / herself / itself and successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the COUNTY to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, material men and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the COUNTY to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

IN WITNESS HEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_(L.S.)  
Principal

By: \_\_\_\_\_

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

(Seal)

\_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

(Seal)

\_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract.

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

**AFFIX ACKNOWLEDGEMENTS AND JUSTIFICATION OF SURETIES.**

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came to me known, \_\_\_\_\_  
\_\_\_\_\_ who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_  
corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation;  
that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said  
corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be one of the members of the firm of \_\_\_\_\_  
\_\_\_\_\_ described in and who executed the foregoing instrument, and he/she  
acknowledged to me that he/she executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be the person described in and who executed the  
foregoing instrument and acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

**END OF SECTION 006100B**

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

**SECTION 006100-C**

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
hereinafter referred to as the "Principal", and \_\_\_\_\_

hereinafter referred to as the "Surety" are held and firmly bound to THE COUNTY OF ORANGE, NEW YORK,  
hereinafter referred to as the "County", or to its successors and assigns in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_), Dollars lawful money of the United States, for the payment of which said sum of money well  
and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the said Principal, as Contractor, entered into a  
contract for \_\_\_\_\_

for the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_); and  
\_\_\_\_\_

WHEREAS, under the terms and conditions for such work, the Principal as Contractor is required to give a bond for  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to protect the County as Owner against the result of faulty materials or  
workmanship for a period of one year from and after the date of the final completion and acceptance of same, namely  
for a period from \_\_\_\_\_ through \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall for a period of one year from and after the date of issue on final payment  
check to contractor for completion and acceptance of same by County as Owner replace any and all defects arising  
in said Work whether resulting from defective materials or defective workmanship, after which period then the above  
obligation shall be void. Otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such  
of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed  
by their proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal) \_\_\_\_\_(L.S.)  
Principal

By: \_\_\_\_\_

(Seal) \_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

(Seal) \_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

(Seal) \_\_\_\_\_(L.S.)  
Surety

By: \_\_\_\_\_

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

An appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract should be executed.

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

#### **AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.**

#### **ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came to me known, \_\_\_\_\_  
\_\_\_\_\_ who, being by me duly sworn, did depose and say that he/she  
is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said  
corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the  
directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

ALTERATIONS TO BUILDING #51  
EMERGENCY HOUSING SHELTER  
38 SEWARD AVENUE  
MIDDLETOWN, NY 10940

1802-01  
RFB-OC095-21

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known and known to me to be one of the members of the firm of \_\_\_\_\_  
\_\_\_\_\_ described in and who executed the foregoing instrument, and he/she  
acknowledged to me that he/she executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL**

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known and known to me to be the person described in and who executed the foregoing instrument and  
acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public

**END OF SECTION 006100C**