

## ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to:

***Port Ewen Fire District***

***129 Legion Court, Port Ewen, NY 12466***

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: Geotechnical reports.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.1 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or

affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

##### **Port Ewen Firehouse Construction**

Found in Bid Item Table.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.1 The following documents are submitted with and made a condition of this Bid:
- A. Bid Item Table
  - B. Bid Bond
  - C. Certificate as to Corporate Principal
  - D. Required Bidder Qualification Statement including but not limited to
    - List of Proposed Subcontractors
    - List of Proposed Suppliers
    - List of Project References
    - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids
  - E. Non-Collusion Affidavit of Bidder
  - F. Non-Discrimination Statement
  - G. EEO Policy Statement
  - H. Statement on Sexual Harassment

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]*

*[Printed name]*

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Federal Tax ID.:

PORT EWEN FIREHOUSE CONSTRUCTION GENERAL CONTRACT - 1G

BASE BID ITEMS		QUANTITY	UNITS	WRITE OUT THE UNIT PRICE /		FIGURES	ITEM BID PRICE
G.1	Mobilization & General Construction	1	LS				
G.2	General Sedimentation and Erosion Control	1	LS				
G.3	Buried Utility Locating	1	LS				
G.4	Excavation	1	LS				
G.5	Dewatering	1	LS				
G.6	Water, Sanitary Yard Piping and Pump Station	1	LS				
G.7	Storm Water Drainage and Structures	1	LS				
G.8	Underground Storm Water Detention System and Pretreatment Structure	1	LS				
G.9	Subbase Preparation	1	LS				
G.10	Cast-In-Place Concrete	1	LS				
G.11	Structural Steel	1	LS				
G.12	Asphalt	1	LS				
G.13	Permeable Parking Area	1	LS				
G.14	Gas Service	1	LS				
G.15	Landscaping and Restoration	1	LS				
G.16	Exterior Wall System and Veneer	1	LS				
G.17	Interior Walls	1	LS				
G.18	Ceilings	1	LS				
G.19	Windows	1	LS				
G.20	Doors	1	LS				
G.21	Flooring	1	LS				
G.22	Roofing	1	LS				
G.23	Elevators and Stairways	1	LS				
G.24	Insulation	1	LS				
G.25	Lockers, Cabinets and Counters	1	LS				
G.26	Signage	1	LS				
G.27	Contingency Allowance	1		Two Hundred Thousand and zero Dollars	\$	200,000.00	\$ 200,000.00
	BASE BID TOTAL COST (write out both in words and figures)						

	FIREHOUSE BID ALTERNATE #1						
AT.1	Vintage Vehicle Bay	1	LS				
	BID ALTERNATE #1 TOTAL COST (write out both in words and figures)						



PORT EWEN FIREHOUSE CONSTRUCTION GENERAL CONTRACT - 1E

BASE BID ITEMS		QUANTITY	UNITS	WRITE OUT THE UNIT PRICE /		FIGURES	ITEM BID PRICE
E.1	Mobilization and General Construction	1	LS				
E.2	Temporary Power	1	LS				
E.3	Electrical Service	1	LS				
E.4	Electrical Distribution	1	LS				
E.5	Backup Generator	1	LS				
E.6	Lighting	1	LS				
E.7	Receptacles	1	LS				
E.8	Mechanical and Plumbing Electrical	1	LS				
E.9	Kitchen Electrical	1	LS				
E.10	Grounding System	1	LS				
E.11	Computer and Phone Network	1	LS				
E.12	Fire Detection System	1	LS				
E.13	Contingency Allowance	1		Fifty Thousand Dollars		\$50,000.00	\$50,000.00
	BASE BID TOTAL COST (write out both in words and figures)						

	FIREHOUSE BID ALTERNATE #1						
AT.1	Vintage Vehicle Bay Electrical	1	LS				
	BID ALTERNATE #1 TOTAL COST (write out both in words and figures)						

	TOTAL COST (base bid plus alternate)						
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PORT EWEN FIREHOUSE CONSTRUCTION GENERAL CONTRACT - 1H

BASE BID ITEMS		QUANTITY	UNITS	WRITE OUT THE UNIT PRICE /		FIGURES	ITEM BID PRICE
H.1	Mobilization and General Construction	1	LS				
H.2	Variable Refrigerant Flow Units and Equipment	1	LS				
H.3	Exhuast Fans	1	LS				
H.4	Hydronic Heaters, Boilers, Pumps	1	LS				
H.5	Ducts	1	LS				
H.6	Ceiling Fans	1	LS				
H.7	Radiant Heating	1	LS				
H.8	HVAC Controls	1	LS				
H.9	Testing and Balancing	1	LS				
H.10	Contingency Allowance	1		Fifteen Thousand Dollars		\$15,000.00	\$15,000.00
	BASE BID TOTAL COST (write out both in words and figures)						

	FIREHOUSE BID ALTERNATE #1						
AT.1	Vintage Vehicle Bay HVAC	1	LS				
	BID ALTERNATE #1 TOTAL COST (write out both in words and figures)						

	TOTAL COST (base bid plus alternate)						
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PORT EWEN FIREHOUSE CONSTRUCTION GENERAL CONTRACT - 1P

BASE BID ITEMS		QUANTITY	UNITS	WRITE OUT THE UNIT PRICE /		FIGURES	ITEM BID PRICE
P.1	Mobilization and General Construction	1	LS				
P.2	Water Service	1	LS				
P.3	Potable Water	1	LS				
P.4	Sanitary Service Connection	1	LS				
P.5	Sanitary and Floor Drains	1	LS				
P.6	Bath and Other Fixtures	1	LS				
P.7	Natural Gas Piping	1	LS				
P.8	Domestic Hot Water Heater	1	LS				
P.9	Sewer Pump Station	1	LS				
P.10	Sewer Connection	1	LS				
P.11	Contingency Allowance	1		Ten Thousand Dollars		\$10,000.00	\$10,000.00
	BASE BID TOTAL COST (write out both in words and figures)						

	FIREHOUSE BID ALTERNATE #1						
AT.1	Vintage Vehicle Bay Plumbing	1	LS				
	BID ALTERNATE #1 TOTAL COST (write out both in words and figures)						

	TOTAL COST (base bid plus alternate)						
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## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the Port Ewen Fire District, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated \_\_\_\_\_, 201\_\_ for \_\_\_\_\_.

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period by specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the District, in accordance with the Bid is accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the District, the difference between the amount specified in said Bid and the amount for which the District may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No Extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties to this Bond. Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

### FOR BIDDER:

	(Company)	
(Witness)	(Name/Title)	(Seal)
	(Signature)	

### FOR SURETY:

	(Company)	
(Witness)	(Name/Title)	(Seal)
	(Signature)	

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ACKNOWLEDGEMENT FOR CORPORATION State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally came \_\_\_\_\_  
to me known, who being duly sworn, did depose and state that he is the \_\_\_\_\_ of  
\_\_\_\_\_, the Corporation described in and  
which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation,  
and that he signed his name thereto by like order.

My commission expires: \_\_\_\_\_  
Notary Public – Seal

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ACKNOWLEDGEMENT FOR INDIVIDUAL: State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_, to me known, and known by me to be the individual described in and who  
executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires: \_\_\_\_\_  
Notary Public – Seal

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ACKNOWLEDGEMENT FOR FIRM: State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_, to me known, and known by me to be a member of the firm of  
\_\_\_\_\_, described in and who executed the  
foregoing instrument, and he thereupon acknowledged that he executed the same as and for the act and deed  
of said firm.

My commission expires: \_\_\_\_\_  
Notary Public – Seal

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ACKNOWLEDGEMENT FOR SURETY State of \_\_\_\_\_, County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally came \_\_\_\_\_  
to me known, who being duly sworn, did depose and state that he is an Attorney-In-Fact  
of \_\_\_\_\_ the corporation described in and which executed the  
within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such  
corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by  
authority of the Board of Directors of said corporation and by authority of this office under the Standing  
Resolutions thereof.

My commission expires: \_\_\_\_\_  
Notary Public - Seal

**Note:** *Attorney-in-Fact, State of \_\_\_\_\_  
Attach Power of Attorney for person signing for Surety Bond.*

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**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the (1) \_\_\_\_\_  
of the Corporation named as Principal in the within bond; that \_\_\_\_\_  
who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of  
said corporation; that I know his signature thereto is genuine; and that said bond was duly signed and  
attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_ (Corporate Seal)  
Title

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## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder and permanent main office address and telephone number.

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2. Names of all officers and principals in the firm.

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3. When organized (Month, Day, Year).

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4. If a corporation, where incorporated (City, State).

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5. How many years have you been engaged in construction under your present firm or trade name?

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6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate dates of completion).

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7. General character of work performed by your company (e.g. Construction, Excavation, etc.).

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8. Have you ever failed to complete any work awarded to you? If so, where and why?

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9. Have you ever defaulted on a contract? If so, where and why?

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10. List the important contracts completed by you within the past two years, stating approximate gross cost for each, and the month and year completed.

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11. List your major equipment available for this (Description, Age, Contract, etc.).

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12. List experience in construction work similar in importance to this project (Contracts within the past five years).

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13. List background and experience of the principal members of your organization including the officers (Type of work, number of years).

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14. Give bank reference and names in which accounts are held.

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15. List on a separate sheet of paper proposed suppliers and subcontractors.

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16. Will you, upon request, furnish any other information, financial or otherwise, that may be required by the OWNER?  
Yes \_\_\_\_\_ No \_\_\_\_\_

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the OWNER verification of the recitals comprising this Statement of Bidder's Qualifications.

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18. List any pending and or past litigations.

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Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Principal)

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

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**NON-COLLUSION AFFIDAVIT OF BIDDER**

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

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief;
  - a. The prices in this Bid, have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where clauses 4-a, b, and c 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 4-a, b, and c 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 state, public department or agency 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 (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) 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 clause 4-b.

Any Bid hereafter made to the Municipality 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 or regulation, and where such Bid contains the certification referred to in subparagraph 4-b, 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.

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: \_\_\_\_\_, Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Notary Public, My Commission expires \_\_\_\_\_



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## NON-DISCRIMINATION STATEMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

To the extent that such services are to be provided pursuant to the contract, the following paragraph is required:

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the state of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work: b) discriminate against or intimidate any employee hired for the performance of work under this contract.

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

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

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**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY  
POLICY STATEMENT REQUIREMENTS  
NEW YORK STATE REVOLVING FUND (SRF)**

I, \_\_\_\_\_, am the authorized representative of \_\_\_\_\_.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that \_\_\_\_\_ will abide by the equal employment

Name of Contractor/Service Provider

opportunity (EEO) policy statement provisions outlined below.

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe), if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

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**STATEMENT ON SEXUAL HARASSMENT**

New York State Finance Law § 139-l

STATE OF \_\_\_\_\_ )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says 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 the Bidder 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 two hundred one-g of the labor law.”

A Bid shall not be considered for award nor shall any award be made to a Bidder who has not complied with the above certification; provided, however, that if the Bidder cannot make the foregoing certification, such Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor.

Any Bid hereafter made to the Municipality 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 such Bid contains the above certification, 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 such statement as the act and deed of the corporation.

Signed: \_\_\_\_\_, Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

[affix stamp]

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## **Contract Forms**



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## NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**[Describe Work, alternates, or sections of Work awarded]**

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract.

**[Number of copies sent]** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **[Full formal name of Owner]**

By *(signature)*: \_\_\_\_\_

Name *(printed)*: \_\_\_\_\_

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

Copy: Engineer

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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**Article 1. PARTIES TO CONTRACT.**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between the Port Ewen Fire District (hereinafter called OWNER) and \_\_\_\_\_  
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 2. WORK.**

- 2.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Port Ewen Firehouse Construction Project**

**Article 3. CONTRACT TIMES.**

- 3.1 The Work will be substantially complete and operational within **540** calendar days after the date the Contract Time commences to run and completed and ready for final payment within **60** days after Substantial Completion.
- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11.05 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$ 1,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER. CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$ 1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.
- 3.3 In addition to the liquidated damages set forth above, the CONTRACTOR shall be liable for all additional costs incurred by the OWNER for engineering and inspection services that extends beyond the substantial completion time specified in the Contract Documents.

#### **Article 4. CONTRACT PRICE.**

The total estimated amount of the Contract is \_\_\_\_\_  
(\$ \_\_\_\_\_) based on the prices set forth in the Bid Form.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

- 4.1. For the total of the lump sum of base bid, contingency allowance(s), and bid alternate(s).
- 4.2. As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in the General Conditions.

#### **Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. *Progress Payment & Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the last day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
  - 5.1.1 Prior to substantial completion, the CONTRACTOR shall be paid up to 95% of the amount for the work completed in accordance with Section 10 of Special Conditions, with the 5% balance being retainage.
  - 5.1.2. Upon Substantial Completion, the OWNER may increase total payments to CONTRACTOR to 100% of Contract Price, less an amount equal to double the value of the remaining work or the retainage whichever is less, provided the OWNER receives a release of surety from the CONTRACTOR.
- 5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions. OWNER shall pay the remainder of the Contract Price.
- 5.3. *Change Orders.* For changes in work greater than \$100,000, the percentage of overhead and profit shall be subject to negotiation.

#### **Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigation, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement
- 7.2. Exhibits to this Agreement
- 7.3. Performance, Payment, and other Bonds, identified as exhibits.
- 7.4. Notice to Proceed
- 7.5. General Conditions

- 7.6. Supplementary Conditions
- 7.7. Special Conditions
- 7.8. Technical Specifications of the Project Manual titled: Port Ewen Firehouse Construction
- 7.9. Drawings with each sheet bearing the following general title: Port Ewen Fire Department
- 7.10. Addenda.
- 7.11. CONTRACTOR's Bid
- 7.12. Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

#### **Article 8. MISCELLANEOUS.**

- 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### Article 9. Contractor's Agreement Certification

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20 \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

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

[CORPORATE SEAL]

[CORPORATE SEAL]



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**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):* SURETY *(Name, and Address of Principal Place of Business):*

OWNER *(Name and Address):*

CONTRACT  
Effective Date of Agreement:  
Amount:  
Description *(Name and Location):*

BOND  
Bond Number:  
Date *(Not earlier than Effective Date of Agreement):*  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
_____ Contractor's Name and Corporate Seal	_____ Surety's Name and Corporate Seal
By: _____ Signature	By: _____ Signature (Attach Power of Attorney)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
Attest: _____ Signature	Attest: _____ Signature
_____ Title	_____ Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

---

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

### BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

Insert Insurance Certificate here



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**NOTICE TO PROCEED**

---

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Delaware Engineering, D.P.C.	Engineer's Project No.:
Project:	
	Effective Date of Contract:

---

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[Month, Day, Year]**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_.

Before starting any Work at the Site, Contractor must notify **Dig Safe New York** for an emergency callout to the site.

Note MWBE Utilization Plan must be approved prior to payment processing.

Owner:

By:  
Title:  
Date Issued:

Copy: Ablen Amrod, PE - Delaware Engineering, DPC

**Port Ewen Firehouse Construction  
Port Ewen Fire District  
CHANGE ORDER NO. #\_\_**

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Project \_\_\_\_\_  
Owner's Contract No. \_\_\_\_\_ Contractor: \_\_\_\_\_  
Date of Contract Start \_\_\_\_\_

---

**You are directed to make the following changes in the Contract Documents:**

---

**Reason for Change Order:**

---

CONTRACT PRICE		CONTRACT TIMES (Calendar Days)	
		To substantial completion	To final completion
Original:	\$ _____	ORIGINAL:	_____
Previous C.O.s (ADD):	\$ _____	Previous C.O.s (ADD/DEDUCT):	_____
This C.O. (ADD / NTE):	\$ _____	This C.O. (ADD/DEDUCT):	_____
Contract Price with all		REVISED:	_____
Approved Change Orders:	\$ _____	Notice to proceed:	_____
		Original Completion Date:	_____

---

**Change Order Details:**

---

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL  
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

---

RECOMMENDED:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Engineer (Authorized Signature)

APPROVED:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Owner (Authorized Signature)

ACCEPTED:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Contractor (Authorized Signature)

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:  
Contractor:  
Engineer: Delaware Engineering, D.P.C.  
Project:

Owner's Project No.:  
Contractor's Project No.:  
Engineer's Project No.:  
Contract Name:

**This final Certificate of Substantial Completion applies to:**

☐ All Work ☐ The following specified portions of the Work:

### Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's  
responsibilities: ☐ None  
☐ As follows

Amendments to  
Contractor's responsibilities: ☐ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____		By: _____	
(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____		Title: _____	
Date: _____	Date: _____	Date: _____		Date: _____	

## WARRANTY BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address <i>(principal place of business)</i> : <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Insert address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Address <i>(principal place of business)</i> : <b>[Address of Owner's principal place of business]</b>	<b>Construction Contract</b> Description <i>(name and location)</i> : <b>[Owner's project/contract name, and location of the project]</b>  Contract Price: <b>[Amount from Contract]</b> Effective Date of Contract: <b>[Date from Contract]</b>  Contract's Date of Substantial Completion: <b>[Date from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b>  Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until <b>[insert number of years, typically either two or three]</b> years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> By: _____ <div style="text-align: right;"><i>(Signature)</i></div>	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <div style="text-align: right;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: right;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: right;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: right;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: right;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: right;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: right;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
  - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
  - 8.4. *Substantial Completion*—As defined in the Construction Contract.
  - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

## **Contract Conditions**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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