

ROCKLAND COUNTY SEWER DISTRICT NO. 1

4 Route 340
Orangeburg, New York 10962
Phone: (845) 365-6111 Fax: (845) 365-6686
RCSD@co.rockland.ny.us

Michael Specht
Chairman

Michael R. Saber, P.E.
Executive Director

ADDENDUM NO. 3

CONTRACT RFB-RC-SWR 2022-06

**ENGINEERING DESIGN SERVICES, CONSTRUCTION ADMINISTRATION
FOR THE UNION HILL AND TALLMAN PUMP STATION UPGRADE**

**ROCKLAND COUNTY SEWER DISTRICT NO. 1
ROCKLAND COUNTY, NEW YORK**

August 28, 2023

The attention of all proposers is directed to the following changes, additions, and/or substitutions affecting the above-referenced project. This Addendum shall be included in and become part of the RFP for this project. Acknowledge receipt of this addendum in the space provided in this Addendum. This section must be signed and submitted with the bid proposal. Failure to do so, may subject the bidder to disqualification.

Item No. 1:

A Pre-Bid Meeting was held on August 16, 2023 at the Rockland County Sewer District No. 1 Administration Building Conference Room located at 4 Route 340, Orangeburg, New York. Minutes of this meeting and items discussed are provided as Attachment 1 to this Addendum.

Item No. 2:

Replace Notice to Bidders with Attachment 2 to this Addendum.

Item No. 3:

Replace Proposal with Attachment 3 to this Addendum.

Item No. 4:

Replace Instructions to Bidder with Attachment 4 to this Addendum.

ACKNOWLEDGMENT

Print Name: _____

(Name of person responsible for this solicitation)

I acknowledge the receipt of _____ addendums.

Signature: _____

Email Address: _____

Direct Phone Number: _____

Fax Number: _____

Date: _____

Martin J. Dolphin

Martin J. Dolphin, P.E.
Assistance Director

Date: August 28, 2023



ATTACHMENT 1



Meeting Minutes

Project Name: Pre-Bid Meeting
Engineering Design Services, Construction Administration for the Union Hill and Tallman Pump Station Upgrade
Contract RFB-RC-SWR 2022-06
Rockland County Sewer District No. 1

EDR Project No: 21213

Date: August 16, 2023

1. **Introductions** - All attendees were requested to sign the sign-in sheet (copy attached) and pick up a copy of the meeting Agenda.

a. Rockland County Sewer District No. 1 (RCSD No. 1) primary contact:

Martin Dolphin, PE and Michael Saber, PE
Rockland County Sewer District No. 1
4 Route 340
Orangeburg, NY 10962
Phone: 845-365-6111
E-mail: RCSD@co.rockland.ny.us

All questions shall be submitted to Rockland County Purchasing Department.

2. **Sign-In Sheet** - Copy attached.

3. **General Information**

- a. Bid Security – 5% bid security, check or bid bond is required.
- b. Award of Bid – Within 140 days after bid opening.
- c. Performance and Payment Bonds – Amount equal to 100% of the accepted bid amount is required.
- d. Insurance Requirements (see ITB 24 and GCC 105) – County of Rockland, Rockland County Sewer District No. 1, and Environmental Design & Research Landscape Architecture, Engineering & Environmental Services, D.P.C. to be named as additional insured.
- e. Wage Rates – State Prevailing wage rates apply.
- f. Liquidated Damages - See contract for details.
- g. PLA – Appendix B is the PLA that the Contractor will be required to comply with. The Owner will be entering into a Project Labor Agreement with the Trade Council Associates. A Contractor that is awarded this contract will be required to execute this PLA with the Rockland County Executive.
- h. NYSEFC requirements apply to this project (MWBE, SDVOB, Utilization, etc.)

4. **Project Description and Scope of Work** - The County of Rockland officially distributes Bidding Documents through the Empire State Purchasing Group's Bid Notification System. Copies of Bidding Documents obtained from any other source are not considered official copies. Only those vendors who obtain Bidding Documents from the Empire State Purchasing Group's Bid Notification System are guaranteed to receive addendum information, if such information is issued. Vendors interested in participating in this Bid may download a copy from: www.bidnetdirect.com. *If you have obtained these documents from a source other than through the Rockland County Purchasing Division's website or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy.*

The work for which bids are invited consists of furnishing and constructing is generally described as follows:

- a. Mobilization.
- b. Provide bypass pumping and other temporary services.
- c. Replace four influent pumps in the Union Hill Pump Station and four influent pumps in the Tallman Pump Station.
- d. Replace pump suction and discharge piping, valves, and appurtenances.
- e. Replace surge relief valves and associated piping.
- f. Replace screen channel slide gates and wet well slide gates.
- g. Replace instrumentation and control systems.
- h. Replace motor control centers and other electrical work.
- i. Replace the heating, ventilation system and provide air conditioning system.
- j. Architectural and structural modifications.
- k. Provide plumbing work for the Union Hill Pump Station.
- l. Remove and replace air relief and cleanout valves in the air relief and clean out manholes/chambers. Add new air relief valves and cleanout valves.
- m. Cleanup and demobilization.

The work is located in the Town of Ramapo, Rockland County, NY.

Regarding the air relief and clean out manhole/chambers located along the railroad, there are two portions of the railroad. One is abandoned and inactive, which is owned by Metro North. The other section is active and will require flagging during construction, which is owned by Norfolk Southern. Representatives for the railroad will be provided under a separate addendum.

5. **Bid Prices** - Refer to Item 9 on Page 2 of the Proposal section provided in Contract Specification Book.

To complete the work of Contract RFB-RC-SWR-CIP 2022-06 in conformance with the Contract Documents, Bid Prices shall include costs for furnishing all labor, materials, tools, equipment, and performance of all services required. In computing the Bids, bidders are not to include the Sales and Compensating Use Taxes of the State of New York or of any City and County in NYS for any supplies or materials to be sold to the RCSD No. 1, which is exempt from such taxes.

6. **Schedule of Bid Items** - Refer to Page 2 of Proposal, and the Technical Specification sections.

The estimated quantities provided in the Schedule of Bid are based on the District's best records and may differ from the actual materials in the field.

7. **Receipt of Bids** - Refer to the Notice to Bidders section as the bid is due by 3:00 pm on September 13, 2023.

8. **Bond** - A Performance and Payment Bond by a company satisfactory to the Owner and each in an amount of not less than 100 percent (100%) of the contract price will be required of the successful bidder.

9. **Railroad Requirements** - Railroad requirements are outlined in Section 01010 – Summary of Work and Appendix G – Railroad Requirements and Agreement.

10. **Questions During Bid** - All questions must be submitted in writing via email to the address noted below. The solicitation number must be included in the subject line of the email communication.

Deadline for receipt of questions is September 6, 2023 12:00 pm Local Time

Purchasing@co.rockland.ny.us

Attention: Mr. Paul Brennan, Director of Purchasing

11. **Bid Addendum** - If the original Bidding Documents need to be modified, the District will issue a Bid Addendum via the Rockland County Purchasing Division's website or the Empire State Purchasing Group's Regional Bid Notification System. Plan holders that have obtained a set of the Contract Documents from these systems will also find responses to questions. The Bidders shall fill out the Acknowledge Receipt of the Addendum in the space provided on the Proposal Form.

To receive notifications on when addendums are uploaded, sign up on Bid Net.

12. **Bid Opening** - All Bids must be submitted in sealed envelopes and shall be plainly marked on the outside with the statement "Bid Documents Enclosed", Title of Project, Contract Name, and Bidder's Name and Address.

Any bids not delivered in person shall be mailed to:

Rockland County Purchasing Department
50 Sanatorium Rd
Pomona, NY 10970

All Bid Proposals will be received until September 13, 2023 until 3:00 pm. The sealed Bids will be opened and read aloud publicly.

13. **Completion Time** - Contract time is Five Hundred Forty (540) days from Notice to Proceed.
14. **Obtaining Plans and Specifications** - The County of Rockland officially distributes Bidding Documents through the Empire State Purchasing Group's Bid Notification System. Copies of Bidding Documents obtained from any other source are not considered official copies. Only those vendors who obtain Bidding Documents from the Empire State Purchasing Group's Bid Notification System are guaranteed to receive addendum information, if such information is issued. Vendors interested in participating in this Bid may download a copy from: www.bidnetdirect.com. *If you have obtained these documents from a source other than through the Rockland County Purchasing Division's website or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy.*
15. **Questions** - No questions were asked.
16. **Site Tour** - The meeting concluded in the conference room and all attendees visited the work sites. They visited the Tallman Pump Station first, followed by the Union Hill Pump Station. To request a site visit, bidders shall contact the District directly.

These meeting minutes have been prepared by Ray Schofield of EDR. If there are any discrepancies, please notify our office within three business days of receipt.

Project: Union Hill and Tallman Pump Station Upgrade
Pre-Bid Meeting

Date: August 16th, 2023
EDR Project No.: 21213

Name	Company	Email Address	Office Phone	Cell Phone
Keth Robinson	ECCO III	KRobinson@eccoil.com	914-963-3600	845-745-3579
MANNING FOTO	"	m.foto@eccoil.com	"	914-879-5377
JOHN BAIRD	XYLEM DEWATERING	JOHN.BAIRD@XYLEM.COM	732-390-2166	609-352-0884
MEGAN LOCKARD	XYLEM DEWATERING	MEGAN.LOCKARD@XYLEM.COM	908-421-9053	443-750-2425
Kevin Miedreich	JETT	Kevin.Miedreich@kiewit.com		646-957-6226
Todd Pelucco	Flect	Tpelucco@gaflect.com	914-835-3801	914-450-2530
Mike Tomczak	Boyce Excavating	Miket@boyceexcavating.net	845-343-5400	845-325-7347
SAM DAVIS	WELKIN MECHANICAL	sdavis@welkinmechanical.com	646-813-6598	646-813-6598
Peter DeVito	HERC Rentals	Peter.Devito@hercrentals.com	347-480-6888	347-480-6888
KEV DANIEL	HERC RENTALS	Kenneth.Daniel@hercrentals.com	914-217-9722	914-217-9722
Joe Kata	TAM Enterprises	JKata@TAMenterprises.com	845-294-8882	845-313-4759
Bridget Hochfeld	Rockland Electric	bridgit@rocklandelectric.net	845-627-3232	845-553-2142

ATTACHMENT 2

**COUNTY OF ROCKLAND
PURCHASING**

BLDG. A, 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
PHONE: 845-364-3870 / FAX: 845-364-3809

Union Hill and Tallman Pump Station Upgrade Project

RFB-RC-SWR-2022-06

NOTICE TO BIDDERS

ROCKLAND COUNTY SEWER DISTRICT NO. 1

NOTICE IS HEREBY GIVEN that sealed bids for the Union Hill and Tallman Pump Station Upgrade project will be received by the County of Rockland Director of Purchasing on behalf of the Rockland County Sewer District #1 for the following contract:

Contract RFB-RC-SWR 2022-06

Bids will be received on **September 13, 2023 until 3:00 PM**, Local Time, at the Rockland County Purchasing Division located at 50 Sanatorium Road, Bldg. A, 6th Floor, Pomona, NY 10970, at which time they will be publicly opened and read.. *These bids will be for the furnishing of all tools, equipment, materials and labor for all contracts, all complete, in place, tested and ready for use.*

TERMS: ONE TIME
BID DELIVERY: AS SPECIFIED

IMPORTANT NOTICE - Bid Distribution:

The County of Rockland officially distributes Bidding Documents through the Empire State Purchasing Group's Bid Notification System. Copies of Bidding Documents obtained from any other source are not considered official copies. Only those vendors who obtain Bidding Documents from the Empire State Purchasing Group's Bid Notification System are guaranteed to receive addendum information, if such information is issued. Vendors interested in participating in this Bid may download a copy from: www.bidnetdirect.com. ***If you have obtained these documents from a source other than through the Rockland County Purchasing Division's website or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy.***

The work for which bids are invited consists of furnishing and constructing is generally described as follows:

1. Mobilization.
2. Provide bypass pumping and other temporary services.
3. Replace four (4) influent pumps in the Union Hill Pump Station and four (4) influent pumps in the Tallman Pump Station.
4. Replace pump suction and discharge piping, valves and appurtenances.
5. Replace surge relief valves and associated piping.
6. Replace screen channel slide gates and wet well slide gates.
7. Replace instrumentation and control systems.
8. Replace motor control centers and other electrical work.
9. Replace the heating, ventilation system and provide air conditioning system.
10. Architectural and structural modifications.
11. Provide plumbing work for the Union Hill Pump Station.
12. Remove and replace air relief and cleanout valves in the air relief and clean out manholes/chambers. Add new air relief valves and cleanout valves.
13. Cleanup and demobilization.

The work is located in the Town of Ramapo, Rockland County, NY.

**COUNTY OF ROCKLAND
PURCHASING**

BLDG. A, 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
PHONE: 845-364-3870 / FAX: 845-364-3809

Union Hill and Tallman Pump Station Upgrade Project

RFB-RC-SWR-2022-06

There will be a pre-bid meeting at the offices of the Board of Commissioners, Rockland County Sewer District No. 1, 4 Route 340, Orangeburg, NY at 10:00 am on **August 16, 2023.**

The interested bidders who plan to attend the pre-bid meeting shall call Martin Dolphin, PE, Assistant Director, at (845) 365-6111 before **August 15th, 2023, 12:00PM Local Time to allow the District to ensure that the venue can accommodate the number of attendees.**

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and 11375, and the Affirmative Action Program for Rockland County. The requirements for bidders and Contractors which concern non-discrimination are explained in the bid documents.

The attention of bidders is directed to the applicable Federal and State requirements, conditions of employment to be observed and minimum wage rates required to be paid under the contract.

Rockland County Sewer District No. 1 is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of NY and cities and counties of the State on all materials which are to be incorporated into the project and which are to be separately sold by the Contractor to the Owner prior to incorporation into the project, pursuant to the provisions of the Contract. These taxes are not to be included in the bid.

The proposal of each bidder shall contain the certification as to non-collusive bidding as set forth in Section 103-d of the General Municipal Law included in the Specifications. This requirement must be strictly complied with. Filing of the Affidavit of Disclosure is mandatory when submitting your bid for this project.

Each proposal must be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, payable to Rockland County Sewer District No. 1, or a bond with sufficient sureties to be approved by the attorneys for the Agency, in a sum equal to five percent (5%) of the amount of the bid, conditioned that if his proposal is accepted, he will enter into a contract for the same, and that he will execute such further security as may be required for the faithful performance of the Contract as set forth in these Contract Documents.

The contract shall be completed within Five Hundred Forty (540) consecutive calendar days from the date of Notice to Proceed.

A Performance and Payment Bond by a company satisfactory to the Owner and each in an amount of not less than 100 percent (100%) of the contract price will be required of the successful bidder.

All bidders for each Contract are required to visit the site and verify the status of the existing structures with regards to but not limited to locations, access, traffic, etc. prior to bidding.

No bidder may withdraw his Bid before forty-five (45) days after the date set for opening thereof but may withdraw same any time up to scheduled time for opening of bids. The Rockland County Sewer District No. 1 reserves the right to request extensions to the bid validity period to obtain Legislative approval of contract.

QUESTIONS:

All questions must be submitted in writing via email to the address noted below. The solicitation # must be included in the subject line of the email communication.

Deadline for receipt of questions is **September 6, 2023 12:00 PM** Local Time
Purchasing@co.rockland.ny.us Attention: Mr. Paul Brennan, Director of Purchasing

ATTACHMENT 3

PROPOSAL

**UNION HILL AND TALLMAN PUMP STATION UPGRADE
CONTRACT NO. RFB-RC-SWR 2022-06
ROCKLAND COUNTY SEWER DISTRICT NO. 1**

SUBMITTED BY: _____

ADDRESS: _____

TELEPHONE: _____ FEDERAL ID NO.: _____

CONTACT PERSON: _____ TITLE: _____

SIGNATORY FOR CONTRACT: _____

TITLE: _____ E-MAIL: _____

Board of Commissioners
Rockland County Sewer District No. 1
Route 340
Orangeburg, New York 10962

Gentlemen:

1. Having carefully examined the Contract Documents and having personally investigated the site and the conditions affecting the work, the undersigned Bidder hereby proposes to furnish all labor and material, and to perform all work in strict accordance with the Contract Documents (including addenda) for the bid prices hereinafter set forth in this Bid for:

UNION HILL AND TALLMAN PUMP STATION UPGRADE
CONTRACT NO. RFB-RC-SWR 2022-06
ROCKLAND COUNTY SEWER DISTRICT NO. 1

2. The undersigned Bidder agrees that: a) if this bid is accepted, he will execute the Contract and furnish to the Owner the one hundred (100) percent Performance and Payment bonds and insurance certificates required, within five (5) calendar days of the date of the Notice of Award of the Contract; and b) he will begin work within ten (10) calendar days of the date of the Notice To Proceed and will prosecute the work in such manner as to complete all work within Five Hundred Forty (540) calendar days of the date of Notice to Proceed.
3. The undersigned Bidder acknowledges that he has included with his bid the required Bid Security for not less than five (5) percent of the total amount of his Bid.
4. The Bidder understands and agrees that the Owner reserves the right to accept bids, or reject any or all bids submitted, within forty-five (45) calendar days from the date of bid opening. The Bidder agrees that it will not withdraw its Bid should an extension be requested to the validity period to obtain Legislative approval of contract.
5. The Bidder understands and agrees that if he is awarded the Contract, he will not subcontract more than thirty-five (35) percent of the dollar value of the Contract work without written authorization from the Owner.
6. The Bidder agrees to comply with Resolution 471 of 1975 and will submit with his Bid an Affirmative Action Plan if his business: 1) employs a minimum of 15 employees; and 2) does a minimum of \$50,000 per annum business with Rockland County. The Bidder further understands and agrees

that if an affirmative action plan is required but not attached to the Bid, the Contract will not be awarded.

7. The undersigned Bidder acknowledges receipt of all Addenda, complete as issued by the Owner and that related costs are included in his bid price. Receipt of the said addenda is acknowledged as follows:

Addendum # _____	Dated _____

8. The undersigned Bidder further agrees to comply with all of the requirements of the Contract Documents.

9. **BID PRICES:**

For furnishing all labor, materials, tools, equipment and performance of all services required to complete all work of **Contract No. RFB-RC-SWR 2022-06** in conformance with the Contract Documents.

SCHEDULE OF BID ITEMS - CONTRACT NO. RFB-RC-SWR 2022-06

Pay Item No.	Estimated Quantity	Bid Item Description Unit Price In Words	Unit Price In Figures		Extended Total In Figures	
			Dollars	Cents	Dollars	Cents
1	Lump Sum	Mobilization/Demobilization For _____ Dollars _____ Cts./L.S.	\$	_____	\$	_____
2	Lump Sum	Construction For _____ Dollars _____ Cts./L.S.	\$	_____	\$	_____
3	Stipulated Lump Sum	Miscellaneous Additional Work For Two Hundred Fifty Thousand Dollars No _____ Cts./L.S.	\$	250,000.00	\$	250,000.00
4	200 Linear Feet	Concrete Crack Repair For _____ Cts./L.F.	\$	_____	\$	_____
5	600 Cubic Feet	Wet Well Residual Debris and Grit For _____ Cts./C.F.	\$	_____	\$	_____
6	Stipulated Lump Sum	Record Documents For Seventy- Five Thousand Dollars No _____ Cts./L.S.	\$	75,000.00	\$	75,000.00

7	Stipulated Lump Sum Allowance	Railroad Force Account For	Six Hundred Thousand Dollars		
			No	Cts./L.S.	\$600,000.00
					\$600,000.00

CONTRACT NO. RFB-RC-SWR 2022-06 - Total Price of Bid in Words:

CONTRACT NO. RFB-RC-SWR 2022-06 - Total Price of Bid in Figures:

To be verified by extension of above items.

NOTES:

1. In case of a discrepancy between the unit prices written in words and in figures, the unit prices written in words shall govern. In case of a discrepancy between unit prices bid and extended totals, the unit prices shall govern.
2. Refer to Specification Section 01150 for Bid Item Descriptions.

ATTACHMENTS

Attached to this Bid, duly executed by the undersigned are the following:

Section A - Statement of Participation in Contracts Subject to the Nondiscrimination Clause

Section B - Disclosure of Political Contributions Pursuant To Chapter 323 of the Rockland County Code

Section C - Disclosure of Supplier Responsibility Statement

Section D - Affirmative Action Plan Certification

Section E - Business Dealings in Northern Ireland – MacBride Principles

Section F - Certification of Compliance with the Iran Divestment Act.

Section G - Certification Regarding Boycott, Divest, and Sanctions (BDS) Activities

Section H - Certificate of Non-Collusion

Section I - Certification by Proposed Prime or Subcontractor.

Section J - References

Section K - Consent of Surety.

Section L - Certificate of Workers' Compensation Experience Modification.

Section M - Contract Forms Required for SRF Funded Projects

ACKNOWLEDGEMENT BY A PARTNER ON BEHALF OF A CO-PARTNERSHIP

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally came _____ to me known and known to me to be a member of the co-partnership composed of _____ and carrying on business under the firm name and style of _____ and who executed the foregoing instrument, and the same _____ acknowledged to me that he executed the same on behalf of the said co-partnership.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in the County of _____ and that he is the _____ of _____ the corporation described in and which executed the foregoing 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.

Notary Public

**STATEMENT OF REQUIRED DISCLOSURES,
REPRESENTATIONS AND CERTIFICATIONS**

All forms must be completed. A notary is only required for one page.

Name of the Reporting Entity:

Address:

Remit to Address (if different from above):

Federal ID No.: _____

Name of Individual Completing this form: _____

Title/Position: _____

Telephone Number: (____) _____

Telefax Number: (____) _____

Email Address: _____

Signatory First and Last Name: _____

Signatory Title: _____

SECTION A

STATEMENT OF PARTICIPATION IN CONTRACTS
SUBJECT TO NON-DISCRIMINATION CLAUSE

The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has () has not () participated in a previous Contract subject to the nondiscrimination clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has () has not () submitted all compliance reports in connection with any such Contract, due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated previously in a Contract subject to the nondiscrimination clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report, EEO-1" prior to the award of the Contract.

SECTION C

DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

SECTION D

AFFIRMATIVE ACTION PLAN CERTIFICATION

1. The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated hereinabove, states the following: *(Please check one box in both a. and b.)*
 - a. The above-named Reporting Entity DOES or DOES NOT employ fifteen (15) or more employees; AND
 - b. The above-named Reporting Entity
 - DOES transact a minimum of \$50,000 per annum business with the County of Rockland.
 - IF SO, based on this above information, a copy of the Reporting Entity's Affirmative Action Plan OR EEO (Equal Employment Opportunity) Policy is attached to this Form.
 - DOES NOT transact a minimum of \$50,000 per annum business with the County of Rockland.

SECTION E

BUSINESS DEALINGS IN NORTHERN IRELAND-MACBRIDE PRINCIPLES

1. The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated hereinabove, certifies the following, in accordance with Article 5 of the County of Rockland Procurement Policy: (check one)

a. The above-named Reporting Entity and any individual or legal entity in which the Reporting Entity holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership in the contract, either: *(check, as applicable)*

Has NO business operations in Northern Ireland.

OR

Shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to the nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their companies with such Principles.

SECTION F

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to State Finance Law §165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By submitting a bid in response to a County solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above• referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased 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 Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

(Please check box)

1. The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated hereinabove, certifies that he/she is *neither the Bidder/Contractor nor any proposed subcontractor as identified on the Prohibited Entities List.*

SECTION G

CERTIFICATION REGARDING BOYCOTT, DIVEST AND SANCTIONS (BDS) ACTIVITIES

1. The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated hereinabove, certifies the following, in accordance with Article 5 of the County of Rockland Procurement Policy: *(check box)*
 - The Reporting Entity/Contractor and any individual or legal entity in which the contractor/reporting entity holds a 10% (ten percent) or greater ownership interest and any individual or legal entity that holds a 10% (ten percent) or greater ownership in the contract does NOT engage in any Boycott, Divest and Sanctions (BDS) activities [which activities are defined as advocating for the boycott of Israel, divestment from Israel and International sanctions against Israel, and otherwise engaging in, promoting or supporting the global campaign to increase economic and political pressure in Israel to comply with the stated goals of the BDS movement.

SECTION H

CERTIFICATE OF NON-COLLUSION

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 their knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

SECTION I

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

Project No.

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to equal the opportunity clauses; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report.

CONTRACTOR'S CERTIFICATION

Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES _____ NO _____

2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES _____ NO _____ If YES, state what reports were filed and with what agency.

3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1.
YES _____ NO _____

4. If answer to Item 3 is "NO", please explain in detail on reverse side of this certification. (*Please check box*)

 Certification – The information above is a true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. CODE, Title 13, Section 1001).

SECTION J

REFERENCES

The bidder is requested to state below what work similar to that proposed in the Contract he has done and give references that will enable the Owner and the Engineer to judge his experience, skill and business standing.

1. Description: _____
Owner: _____
Contact Name: _____ Telephone: _____
Contract Amount: \$ _____

2. Description: _____
Owner: _____
Contact Name: _____ Telephone: _____
Contract Amount: \$ _____

3. Description: _____
Owner: _____
Contact Name: _____ Telephone: _____
Contract Amount: \$ _____

SECTION K

CONSENT OF SURETY

(This Consent of Surety is Part of the Proposal)

KNOW ALL MEN BY THESE PRESENTS, that _____
a corporation of the State of _____ having its principal
office at _____ being a surety
company incorporated in or authorized to do business in the State of New York, in consideration of the
premises and of One Dollar to it in hand paid by the Owner and of other good and valuable consideration,
and the receipt whereof is hereby acknowledged, does consent and agree, that if the Contract for which
the preceding Proposal is made be awarded to the Bidder making the same, it will, upon the award of such
Contract, become surety, first for the full and faithful performance of said work, and secondly for the
protection of all persons performing or furnishing labor or materials for the performance of said Contract in
the forms required; the Performance Bond and the Labor and Materials Payment Bond, each to be in an
amount equal to one hundred (100) percent of the Contract Price, and to be conditioned so as to indemnify
the owner against loss due to the failure of said Bidder to meet the provisions of said bonds; and if the said
Bidder shall omit or refuse to execute such Contract and give the proper security for the performance and
payment of labor and material thereof as specified in the Information for Bidders within five (5) days after
written notice that award of said Contract has been made to said bidder and if the sum which said Owner
may be obliged to pay to the person or persons by whom the Contract shall be finally executed exceeds
the sum to which said Bidder making this Proposal would have been entitled, then said Surety Company
will pay, without proof of notice or demand, to said Owner the amount of any such excess, without credit
for any proposal guaranty or deposit payment which said Bidder may have furnished, said excess to be
calculated upon the estimated quantities of work, labor and materials by which the bids are tested. In
addition, the said Surety Company will pay, without proof of notice or demand to the Owner the total cost
to the Owner for any readvertising for construction of the work included in the Contract.

SECTION L

CERTIFICATE OF WORKERS' COMPENSATION EXPERIENCE MODIFICATION

COUNTY OF ROCKLAND
CERTIFICATION OF WORKERS' COMPENSATION EXPERIENCE MODIFICATION

STATE OF _____)
) ss:
COUNTY OF _____)

Name of Reporting Entity: _____

Address: _____

Telephone No.: _____ Ext: _____ Telefax No.: _____

THE REPORTING ENTITY IS: *(Check one of the following)*

_____ AN INDIVIDUAL _____ A PARTNERSHIP _____ A CORPORATION

THE REPORTING ENTITY:

Has a Workers' Compensation Experience Modification of 1.10 or less. *(Please check box)*

Certification - The information above is true and I understand that this is a requirement for participation in the Project Insurance Coverage program.

SECTION M

CONTRACT FORMS REQUIRED FOR SRF FUNDED PROJECTS

Contract No. _____ will be made possible through financial assistance from the Clean Water State Revolving Fund (CWSRF) Program. Thus, any funding requirements for construction of treatment works will be deemed requirements for this project.

The following must be submitted with the Bid:

1. Lobbying Certification
2. AIS Contractor's Certification

Refer to Appendix E, Mandatory State Revolving Fund Terms and Conditions or online at www.efc.ny.gov, in regard to completing the required forms.

Please note that the CWSRF AIS Contractor requirements do not apply for this project.

NOTARY PAGE

STATE OF _____)

) ss:

COUNTY OF _____)

All statements, disclosures and representations stated hereinabove this **STATEMENT REQUIRED DISCLOSURES, REPRESENTATIONS AND CERTIFICATIONS**, comprised of the preceding 14 pages and this page, are based upon my personal review of the books and records of the reporting entity. I declare, under oath or affirmation that all of the foregoing information, as well as any supplemental responses and statements that may be attached hereto are true to the best of my knowledge. I make these statements under the penalty of perjury, in my position/title held at the above-named Reporting Entity.

BY: _____
(Signature)

Print Name: _____

Title: _____

Sworn to before me this

_____ day of _____, 20____

Notary Public

ATTACHMENT 4

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Whenever the following words and expressions are used in these specifications, it is understood that they have the meanings given below:

Owner - Rockland County Sewer District No. 1 as represented by its Board of Commissioners or its duly authorized representatives.

Engineer – The term “Engineer” means the Rockland County Sewer District No. 1 Engineering Office, or its duly authorized representative.

Bidder - Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Contractor - Party of the second part to the contract, acting directly or through his agents or employees. On the various bonds, the Contractor is also called the Principal.

Contract Documents - Means this contract and shall include the advertisement, Notice to Bidders, Instructions to Bidders, Bid, Contract, Contract Bonds, General Contract Conditions, Special Contract Conditions, Technical Specifications, Plans or Drawings, Appendices, Attachments, Addenda, notice of award, notice to proceed, all change orders issued after the execution of the contract, and any and all other writings necessary to complete the project as discussed in Article GCC-15.

Work - The term "work" is used to designate the equipment, materials and things required to be done, furnished or performed by the Contractor under the Contract Documents attached hereto.

Bid or Proposal - The approved, prepared form that the Bidder completes and submits its proposal for the work contemplated. Upon award of the contract by the Owner, the Bid or Proposal shall become part of the Contract Documents.

Surety - The corporate body which is bound with and for the Contractor and which engages to be responsible for his acceptable performance of the work for which he has contracted.

Performance Bond - The approved form of security furnished by Contractor and his surety as a guarantee of the completion of the project.

Contract Bonds - Shall include Bid Bond, Performance Bond, Labor and Materials Payment Bond, and any other bond required to complete this project.

Bid Bond - The security to be furnished by the bidder as guarantee of his ability to procure the minimum equipment and liquid assets specified and that he will enter into a contract with the "Owner" for the performance of the work, if the work involved in the proposal is awarded to him.

Labor and Materials Payment Bond - The approved form of security furnished by the Contractor and his surety as a guarantee of the payment of all employees and materialmen.

Site - The area or areas which are the location(s) for the performance of the work.

Plans or Drawings - The contract and working drawings as specifically defined in the General Contract Conditions of this contract.

Specifications - The body of directions, requirements, etc., contained in these documents, together with all documents of any description and agreements made (or to be made), pertaining to the methods, (or manner) of performing the work, or the quantities and quality (as shown by test records) of accepted materials to be furnished under this contract. Specifications shall also include the advertisement, Notice to Bidders, Instructions to Bidders, Bid, Contract, Contract Bonds, General Contract Conditions, Special Contract Conditions, Technical Specifications, Appendices, Attachments, Addenda, notice of award, notice to proceed, all change orders issued after the execution of the contract and any and all other writings necessary to complete the Project, as discussed in Article GCC-15.

Contract - The agreement covering the performance of the work and the furnishing of materials in the construction of the project. It shall include the advertisement, Notice to Bidders, Instructions to Bidders, Bid, Contract, Contract Bonds, General Contract Conditions, Special Contract Conditions, Technical Specifications, Plans or Drawings, Appendices, Attachments, Addenda, notice of award, notice to proceed, all change orders issued after the execution of the contract and any and all other writings necessary to complete the Project, as discussed in Article GCC-15.

Material - Any approved material acceptable to the Engineer and conforming to the requirements of the specifications. All processes and materials shall at all times be open to inspection and testing by the Engineer and his authorized representatives.

Project - The improvement set forth in the plans and specifications and all additions thereto.

Completion - The word 'completion' shall mean full and exact compliance and conformity with the provisions and requirements expressed or implied in the specifications and the plans, accompanying and forming a part of the same, including all amendments, revisions, corrections or additions, duly authorized.

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Sub-contractor for performance of a part of the work of this project.

2. PREPARATION AND SUBMISSION OF BIDS

Proposals shall be enclosed in a sealed opaque envelope plainly marked with the title of the work and the contract number and name and address of the Bidder on the outside. NO PROPOSAL will be considered unless filed on or before the time and at the place designated in the NOTICE TO BIDDERS. When sent by mail, preferably registered, the sealed proposal, marked as above, should be enclosed in an additional envelope similarly marked and addressed to the person stipulated in the Notice to Bidders. Proposals received prior to the time of opening will be securely kept unopened. Proposals received thereafter will be returned unopened.

Bids shall be submitted on the Proposal Form furnished with the contract documents. All blank spaces for bid prices shall be properly filled in, in ink, or typed, in both words and figures. In case of any price shown in words and its equivalent shown in figures do not agree, the written word shall be binding on the Bidder.

Bidders shall submit with their proposal the bidding certification required by Section 103-d of the General Municipal Law of the State of New York. A copy of the certification form is contained in the Contract Documents.

Bidders shall submit with their bids the Affidavit of Disclosure of political contributions required by Section 3 of Local Law 10 of 1974. A copy of the form of such Affidavit is provided with the Proposal form.

3. BID SECURITY

Each Bid must be accompanied by a certified check or a cashier's check drawn on a bank in good standing, payable to the order of the Rockland County Sewer District No. 1, in a sum equal to five percent (5%) of the amount Bid, or a Bid Bond, in the amount of five percent (5%) of the amount bid, on the form provided in the Contract Documents issued by a Surety authorized to issue such bonds in the State of New York. This Bid Security shall be a guarantee that the Bidder will, upon acceptance of the Bid, execute the Contract and furnish a properly executed Performance Bond and Payment Bond, each for one hundred percent (100%) of the Contract Price, within the time specified. The Attorney-in-Fact (Resident Agent) who executes the Bid Bond on behalf of the Surety must attach a notarized copy of his Power of Attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

If the successful Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bid, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bid, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

4. RETURN OF BID SECURITY

Within ten (10) days after the opening of Bids, the Owner will return the bid securities of all except the three (3) lowest formal bidders. The retained bid securities will be held until the Contract has been fully executed, after which all bid securities, other than Bid bonds or any other securities which may have been forfeited, will be returned within ten (10) days to the respective Bidders whose Bids they accompanied.

5. INTERPRETATION OF THE PROPOSAL AND THE CONTRACT

- A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bid documents are defined in the Proposal and the Contract and shall have such defined meanings wherever used.
- B. Implied Terms. If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bid as fully as if it were particularly described.
- C. Addenda. No interpretation of the Proposal or the Contract will be made except by written addendum duly issued by Engineer or Owner. No interpretation not contained in an addendum shall be valid or have any force or effect whatever. All addenda issued prior to the opening of the Bids shall become a part of the Bid or the Contract, as the case may be. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of addenda. If any prospective Bidder is in doubt as to the true meaning of any part of the Bid documents or the Contract, such prospective Bidder shall submit to the Engineer by certified mail, with copy to Owner, a written request for an interpretation thereof as far in advance of the scheduled opening of the Bids as possible. Notwithstanding the foregoing, all Bidder requests for clarification or interpretation must be received by the Engineer not less than six (6) days prior

to the date fixed for the opening of Bids. All requests for clarification or interpretation must be submitted electronically to purchasing@co.rockland.ny.us.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by addenda shall be considered invalid, inappropriate, or untimely inquiries.

- D. Informal Responses. Neither Owner nor Engineer shall give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Proposal or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Bidder making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bid, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bid and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.
- E. Acknowledgement. Prior to the submission of the Proposal, each Bidder shall ascertain that he has received all addenda issued. The Bidder shall acknowledge receipt of addenda by completing the acknowledgement space provided on the Proposal form.

6. EXAMINATION OF BID DOCUMENTS, CONTRACT, AND WORK SITE

- A. Bid Documents and the Contract. Each prospective Bidder shall, before submitting its Bid, carefully examine the Bid documents and the Contract as defined in the Instructions to Bidders and included in this Bid package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and suppliers. In making copies of the Bid documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bids and such provision does not confer a license or grant for any other use.
- B. Work and Work Site Conditions. Each prospective Bidder shall, before submitting its Bid, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bid documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. The Bidder also acknowledges that it has satisfied itself as to the character and quality of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the Bid documents. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Owner. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.
- C. Quantities. Each prospective Bidder shall, before submitting its Bid, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.
- D. Equipment, Materials, and Supplies. Each Bidder shall base its Bid on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bid equipment, materials, or supplies that do not conform,

such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Proposal.

- E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other preliminary investigations is distributed with the Bid documents or the Contract, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid documents or the Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.
- F. Representation and Warranty of Bidder. Each Bidder submitting a Bid expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these Instructions to Bidders.
- G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bid resulting from such Bidder's failure or neglect to comply with these Instructions to Bidders. The successful Bidder will not be allowed any extra compensation or any extension of time by reason of any such errors or by reason of any matters or things concerning which such Bidder failed or neglected to inform itself prior to submitting its Bid, and the successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

7. MODIFICATION OF PROPOSALS

Any Bidder may modify his bid by written or telegraphic communication provided such communication is received by the Owner prior to the scheduled closing time for receipt of Bids. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the original bid is opened.

8. WITHDRAWAL OF BIDS

A Bid may be withdrawn prior to the scheduled time for the opening of bids by written request or in person. No bid may be withdrawn after the time scheduled for bid opening unless the forty-five (45) days specified in the Article "NOTICE OF AWARD OF CONTRACT" of these INSTRUCTIONS TO BIDDERS shall have elapsed. The Rockland County Sewer District No. 1 reserves the right to request extensions to the bid validity period to obtain Legislative approval of contract.

9. PERMITS AND LICENSES

Pursuant to Section 68 of the General Conditions and except as otherwise expressly provided in the Special Contract Conditions included in this Bid package, the Bid shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid

by Owner for the successful Bidder's failure to include these costs in its Bid. The successful Bidder shall be required to display all permits, licenses and other approvals and authorizations as required by law.

In accordance with County of Rockland Local Law No. 11 of 1967, entitled Licensing of Electricians and all subsequent amendments, and Local Law No. 17 of 1974, as amended by Local Law No. 10 of 2007, entitled Licensing of Plumbers, HVAC and Refrigeration, and all subsequent amendments, a Contractor shall possess a valid County of Rockland license for the trade required for the work as of the date of the opening of the Bids.

10. STATEMENT OF BIDDER'S QUALIFICATIONS

When requested by the Owner, each Bidder shall submit a statement of the Bidder's Qualifications, his construction experience and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the apparent low bidder shall submit a detailed financial and ownership statement and such additional data as the Owner deems necessary to demonstrate the low bidder's responsibility.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

12. FEDERAL LAWS, STATE LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable laws, ordinances, rules and regulations of all authorities having jurisdiction over construction work in the locality of the project, shall apply to the Contract throughout and they are deemed to be included herein the same as though herein written out in full.

13. SUBCONTRACTOR

- A. Bidders are advised that the lowest responsible bidder will be required, upon request of the Owner, and within three (3) days of such request to submit a list of subcontractors proposed for the performance of the work. Alternate subcontractors may be included in the list, provided that the use of such alternate subcontractors approved by the Owner shall not result in any change in the contract prices stated in the Proposal.
- B. If requested by the Engineer, he shall also furnish a statement as to the subcontractor's experience, financial ability or other qualifications for properly performing the work proposed to be subcontracted.

14. DEBARMENTS, SUSPENSIONS, AND VOLUNTARY EXCLUSIONS

The award of contracts or subcontractors is specifically forbidden to any firm or individual listed in the Federal Government-wide System for Awards Management (SAM). SAM is the electronic version of the Lists of Parties Excluded From Federal Procurement and Non-Procurement Programs, which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving federal contracts or certain subcontracts. The internet must be used to obtain this information at www.sam.gov.

15. SIGNATURE REQUIREMENTS

- A. Bids. The following requirements shall be observed in the signing of each Bid:

1. Corporations. Each Bid submitted by a corporation shall be signed by a managing member or other authorized officer of the corporation and shall also be notarized.
2. Partnerships. Each Bid submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bid.
3. Individuals. Each Bid submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
4. Joint Ventures. Each Bid submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bid that fails to comply with this instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

- B. Other Documents. The signature requirements set forth in Section 15.A shall apply to all other documents in the Bid package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the "contractor's release form," "certificate of substantial completion," "certificate of final completion" and all other required documentation related to the Contract. Any Bid that fails to comply with this instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this instruction.

16. AWARD OF CONTRACT

- A. Within forty-five (45) days after the opening of Bids, unless otherwise stated in the NOTICE TO BIDDERS, SECTION 18 entitled "Execution of Contract", INSTRUCTIONS TO BIDDERS or SPECIAL CONDITIONS, Notice of Award of the Contract will be made to the lowest, responsive, responsible Bidder.
- B. In order to be considered responsive, a Bid must:
 1. Conform in all respects to the conditions in the Invitation to Bid and these Instructions to Bidders;
 2. Conform in all respects to the requirements in all Attachments contained in the Contract Documents;
- C. In order to be considered responsible, a Bidder must establish to the complete satisfaction of the Owner as a minimum that he has:
 1. Adequate financial resources to meet his Contract obligations and maintain them for the Contract period;
 2. Adequate equipment to perform the work properly and within the time prescribed in the Contract;

3. The necessary experience and technical qualifications in the type of work provided for in the Contract.
- D. The Owner reserves the right to reject all Bids, or any bid not in compliance with the Contract Documents, and to waive any informalities in Bids received.

17. DISQUALIFICATION OF BIDDERS

- A. More Than One Bid. No more than one Bid for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Bid for the Work may cause the rejection of all Bids in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Section 17.A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a Subcontractor or supplier.
- B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bids of the participants in such collusion will not be considered.
- C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bid will not be considered.
- D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:
1. Submits a Bid that does not contain a lump sum or unit price for each pay item requested;
 2. Submits a Bid on a form other than the Bid form included in the Bid documents or alters such form or detaches any part of such form from this bound Bid package;
 3. Submits a Bid that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;
 4. Submits an unsigned or improperly signed Bid;
 5. Submits a Bid containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
 6. Submits a Bid that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these Instructions to Bidders.

- E. Litigation or Arbitration. If Owner is in litigation, mediation or arbitration with Bidder for any reason, Owner shall have the right to reject that Bid.

18. EXECUTION OF CONTRACT

- A. The successful Bidder shall, within ten (10) calendar days after receiving Notice of Award of the Contract, sign and deliver to the Owner, the Contract hereto attached properly together

with the Performance and Payment Bonds, each in the amount of 100% of the Contract price, and in the form required by these Contract Documents, (or such other form as may be approved by the Owner) of a Surety holding a certificate of authority issued pursuant to 31CFR223 from the Secretary of the Treasury of the United States as an acceptable surety authorized to do business in the State of New York. Where such bond is signed by an Attorney-in-fact, it must be accompanied by a certified copy of his power of attorney to sign such bond. The performance and payment bonds must remain in effect for one year after final acceptance.

- B. The Bidder who has the Contract awarded to him and who fails to execute the Contract or fails to furnish the Performance Bond and Payment Bond shall, jointly with its Surety, be liable to the Owner for the full penal sum of the bid security plus all costs, interests and attorney's fees in connection with securing payment thereof.
- C. After the requirements of paragraphs 'A' and 'B' have been met, RCSD No. 1 will review the contracts and all pertinent documents and then execute the contract. For proper execution of the contract, the contract must be duly signed by both the Owner and the Contractor. The Owner will then issue the Notice to Proceed within fourteen (14) days of said formal execution. The Contractor shall commence the work embraced in this contract within ten (10) calendar days after the date specified in the order of the Owner instructing him to begin work. Certificates of Insurance shall be furnished to the Owner as required in the GENERAL CONDITIONS prior to Contractor's commencing work.

19. CONTRACT EXECUTORY

This contract shall be deemed executory only to the extent of monies appropriated in the Rockland County Sewer District No. 1 budget and available for the purpose of the contract, and no liability on account thereof shall be incurred by the Owner beyond the amount of such monies. The contract is not a general obligation of the Owner. Neither the full faith and credit nor the taxing power of the Owner are pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by Owner's employee or officer creates any obligation to appropriate or make monies available for the purpose of the contract.

20. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

Wherever applicable, the Contractor agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.

Contracts for work under this Proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must, if requested, submit with the list of all subcontractors who will perform work on the project, written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Orders Nos. 10925, 11114, 11246 and 11375. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must, if requested, submit written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with the Executive Orders Nos. 11246 and 11375.

Anti-Discrimination Clauses Required by the Board Of Commissioners, Rockland County Sewer District No. 1

A. The Contractor and the Board of Commissioners agree as follows:

1. That in the hiring of employees for the performance of the 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 or national origin discriminate against any person 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 or national origin;
3. That this contract may be cancelled or terminated by the Board of Commissioners and all moneys due or to become due may be forfeited for any violation of the terms or conditions of this section of this contract and the person or persons discriminated against or intimidated in violation of the provisions hereof shall be entitled to a sum equal to their loss in wages as a result of such discrimination or intimidation;
4. That the contractor shall be held responsible hereunder for the discriminatory practices and discriminatory methods used in securing and hiring personnel employed under this contract and the racial composition of such personnel;
5. That for the purpose of this section, the Contractor shall keep records for the inspection by the Board as to the source of such hired personnel employed under this contract and the racial composition of such personnel;
6. The Contractor hereby agrees to abide by any regulations not inconsistent with this agreement promulgated by the Legislature of Rockland County by either law or resolution, or promulgated by resolution of the Board of Commissioners of Rockland County Sewer District No. 1. This shall include, but not be limited to, filing of disclosure statements and affirmative action plans.

21. NOT APPLICABLE

22. PRE-WORK CONFERENCE

Prior to commencing work on this project, the Owner shall call a conference to be attended by the Contractor and the Owner, the Engineer and representatives of the Regional Office of the New York State Department of Environmental Conservation, if required. A plan shall be initiated at this conference regarding the prosecution of the work and required action to comply with requirements of agencies having jurisdiction.

23. EXEMPTION FROM SALES AND COMPENSATING USE TAXES

- A. Reference NYS Tax Law, Article 28, Part III.
- B. This section relates to exemptions from sales and use taxes for certain property sold to Contractors, subcontractors and repairmen (hereinafter "Contractors") to be used to construct or repair real property for exempt organizations.
- C. The net effect of the amendment is that contractors are still, in general, subject to sales tax when they purchase materials. However, if the raw materials purchased by a contractor are intended to be used in constructing or repairing real property for an exempt organization and if the tangible personal property will become an integral part of the real property, the Contractor may give his supplier an exempt use certificate and thereby avoid the payment of the tax. Sales tax will continue to be due on all materials purchased by a contractor which are either "consumables" or rental property used by the Contractor in connection with the construction or repair.
- D. The amendment also deletes the requirement that material must be resold to the exempt organization as tangible personal property prior to the time it is incorporated into the structure.
- E. In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any City and County in the State of New York for any supplies or materials to be sold to the Owner, which is exempt from such taxes.

24. INSURANCE REQUIREMENTS

The Bidder's attention is called to additional insurance requirements which may be required by the utility companies, railroads or political subdivisions and agencies when working on private lands and rights-of-way. Where insurance requirements exceed those as provided for in the specifications, the coverage shall be increased to the amounts stipulated by the named insured. Certificates of insurance shall be completed and executed prior to signing of the contract. Each insurance policy shall contain a clause providing that in the event of cancellation, change or non-renewal of the policies, the insurance company will give thirty (30) days advance written notice to the Owner.

The Contractor's insurance company must file with the Secretary of State of New York a certificate of authority to conduct business in New York State. This names the Secretary of State as agent to accept service of a summons on behalf of the insurance company.

Upon award of the Contract by the Rockland County Sewer District No. 1 Board of Commissioners, the Contractor shall provide an insurance certificate naming the County of Rockland and Rockland County Sewer District No. 1 as an additional insured.

25. NOT APPLICABLE

26. CONTRACT PROVISIONS REQUIRED BY NYS

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- A. The Contractor agrees to attend a prework conference, arranged by the Owner.
- B. The Contractor will prepare a Work Progress Schedule prior to the start of the contract to indicate the proposed construction schedule. The schedule will be updated monthly thereafter to show actual construction. For projects with multiple prime contracts, the Owner/Engineer shall be responsible for the coordination of Work Progress Schedules.

- C. The Contractor and its subcontractors must secure and deliver to the Owner, free of charge, a policy of insurance issued by an insurance company authorized to do business in New York State, naming the Owner as insured. Such policy shall provide coverage for "builder's risk completed value" with "builder's risk special extended coverage" endorsement, public liability and any other insurance coverage required.
- D. The Contractor must provide specific performance and payment bonds in amounts not less than the contract price; these bonds shall remain in effect for one year beyond the date of final inspection and acceptance by the Owner of any work under such contract.
- E. The Contractor and its subcontractors shall use U.S. Department of Labor standard payroll Form No. WH347 or such form as may be required or approved by the Rockland County Sewer District.
- F. State representatives shall have access wherever there is work in preparation or in progress and the Rockland County Sewer District and Contractor shall provide proper facilities and records for access, inspection, and review.
- G. A copy of Exhibit A to the contract between the State of New York and RCSD No. 1 (grantee) immediately follows this Article 26. To the extent that clauses therein which bind RCSD No. 1 (grantee) are related to the manner in which the work is prosecuted by the contractor(s), or the business relationship, business practices, or hiring practices of contractors or subcontractors working on the project, all of the terms and conditions of said Exhibit A are equally binding upon the contractor. Any provisions therein which appear to apply only to a contract between the State and its contractor(s) shall be deemed revised to make them binding upon the Contractor, and any references to statutory provisions which apply only to State contracts shall be deemed to be revised to reference such other and different statutory provisions as may be applicable to municipal contracts for construction of public improvements; provided, that this paragraph shall not apply to any agreement with any supplier which is located in and subject to the laws of a State other than New York with respect to its relationships, business practices and hiring practices.

EXHIBIT A

The parties to the attached Contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the contractor or its right title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:
 - a. no laborer, workman or mechanic , in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b. the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
 - c. the minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than –
 - a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a. In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, 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; and
 - b. 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, sex or national origin; and
 - c. There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

- d. This contract may be canceled 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
 - e. The aforesaid provisions of this section 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.
- V. During the performance of this contract, the Contractor agrees as follows:
- a. 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.
 - b. If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor Union or representative or workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights advising such labor union or representative of the contractor's agreement under clauses (a) through (g) hereinafter called "non-discrimination clauses") if the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority. In the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.
 - c. If directed to do so by the Commission of Human Rights, the contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
 - d. The contractor will state, in all solicitations or advertisement for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.
 - e. The contractor will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
 - f. This contract may be forthwith canceled, terminated or suspended, in whole or in part by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State of a public authority or agency of the State, until the contractor satisfies the State Commissioner of Human Rights that the contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to

- a. That neither the contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder,
- b. That if the contractor or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of violations of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979 as amended, or the regulations of the United States Department of Commerce promulgated thereunder the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

27. USE OF MBE/WBE BUSINESSES AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Contractor agrees to make documented "good faith efforts" to utilize at least 10% Minority Business Enterprise(s) and at least 6% Women's Business Enterprise(s) of the total value of the contract. The established MBE/WBE-EEO goals shall be attained in conformance with NYS Executive Law, Article 15-A. Failure to attain these objectives or demonstrate positive good faith efforts to do so may lead to appropriate actions by the Clean Water State Revolving Fund (CWSRF) loan recipient.

Within ten (10) working days of the award of a prime contract, the Contractor shall submit to the CWSRF loan recipient's an MBE/WBE-EEO Utilization Plan with a detailed description of each of the subcontractor services to be provided by NYS Certified MBE's/WBE's, as well as an estimated dollar amount of each subcontract. The MBE/WBE-EEO goals herein stated are the goals which have been included in the CWSRF loan recipient's approved MBE/WBE Utilization Plan.

Failure by the Contractor to submit and receive approval from the CWSRF loan recipient of the MBE/WBE Utilization Plan prior to the first request for payment may result in the withholding of progress payments to the Contractor by the CWSRF loan recipient. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirements of the contract.

Within thirty (30) days of approval of the Contractor MBE/WBE Utilization Plan by the CWSRF loan recipient, the Contractor shall submit copies of legally signed MBE/WBE subcontracts and/or legally signed purchase orders to the CWSRF loan recipient's Affirmative Action Representative. These subcontracts and/or purchase orders must include the following information:

1. Actual dollar amount;
2. Job description;
3. Signatures of both parties (Prime and MBE/WBE); and
4. Date of execution.

NOTE: Purchase orders must be accompanied by copies of both sides of legally signed and cancelled checks.

The Contractor is advised that failure to submit the referenced MBE/WBE support documentation within the time stipulated may be grounds for the withholding of progress payments by the CWSRF loan recipient. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirements of the contract.

If MBE/WBE suppliers are used for MBE/WBE goal crediting purposes, credit will be applied as follows:

*For MBE/WBE suppliers who are manufacturers or manufacturers' official representatives warehousing such goods, 100 percent of the MBE/WBE objective may be credited.

*But, for non-manufacturer suppliers, only 25 percent of the MBE/WBE objective may be credited.

Only NYS Certified Minority/Women Business Enterprises may be utilized for MBE/WBE Program crediting purposes. Contractors must ensure that firms proposed for MBE/WBE participation are NYS Certified. Appendix E lists the terms for this project receiving SRF financial assistance.

28. AFFIRMATIVE ACTION POLICY STATEMENT

Rockland County Sewer District No. 1
4 Route 340
Orangeburg, NY 10962

Affirmative Action Policy Statement

The Board of Sewer Commissioners, Rockland County Sewer District No. 1, as the District's policy making body, hereby affirms its commitment to implement the mandates of New York State Executive Law, Article 15-A on projects financed by the Clean Water State Revolving Fund (CWSRF). The Rockland County Sewer District No. 1 has adopted a comprehensive Minority and Women's business Enterprise/Equal Opportunity Program which will assure the meaningful participation of Minority and Women's Business enterprises (MBE/WBE) in contracts and subagreements and the meaningful participation of minorities and women in the work forces associated with projects to be financed through the CWSRF.

A goal-oriented program has been established to achieve the results desired. The goals are indicated in the Sewer District's MBE/WBE - EEO Requirements Program.

Included in the Sewer District's efforts to promote such MBE/WBE participation in these projects shall be encouragement of opportunities for participation by competent MBE/WBE in architectural and engineering services subagreements and construction related contracts required for the projects, as well as the encouragement of development of MBE/WBE in ways consistent with the provisions of local and state laws and regulations governing such activity by a public agency. Encouragement of opportunity shall not be construed as acceptance of or payment for unsatisfactory work or the costs of correction of defective performance.

The Executive Director of Rockland County Sewer District is hereby designated as the Sewer District's Affirmative Action Representative to administer the Affirmative Action Program for the Sewer District on CWSRF projects.

29. NOT APPLICABLE

30. STATE WAGE SCHEDULE AND REGULATIONS

A. Wage Rate Schedules

1. In accordance with Sections 220, Subdivision 3, and 220-d of the Labor Law, the following rates, which are the minimum rates to be paid on these Contracts have been established by the Department of Labor. Any person or corporation that willfully pays, after entering into such Contract, less than this established wage schedule shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred (\$500.00) dollars or by imprisonment for not more than thirty (30) days, or both fine and imprisonment; a second offense carries heavier penalties.
2. If the prevailing rate of wages or the prevailing practices for supplements as determined by the fiscal officer changes after the contract is let, the department of jurisdiction shall request of the fiscal department a redetermination of the schedules of wages and supplements, and such redetermination shall be annexed to and from part of the contract for the work. The prevailing rate of wages and the prevailing practices for supplements shall be the rates and practices that are prevailing at the time the work is performed. For the convenience of departments of jurisdiction, the Bureau of Public Works will periodically prepare redeterminations, and mail updated schedules to departments of jurisdiction who have and current public work projects, if prevailing rates or supplements change after the original schedule has been issued.

- B. Contract Requirements - State of New York, Department of Labor. Each contract to which the State or a public benefit corporation or a municipal corporation or commission appointed pursuant to law is a party and which may involve the employment of laborers, workmen or mechanics shall contain the following, pursuant to Article 8 of the Labor Law:
1. A stipulation that no laborer, workman 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 contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in the emergency set forth in the Labor Law;
 2. A provision that each laborer, workman or mechanic employed by the contractor, subcontractor, or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the fiscal officer;
 3. Section 220.3-a also required that the contractor and every subcontractor on public works contracts shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the contract to be paid or provided, as the case may be, for the various classes of mechanics, workingmen, or laborers employed on the work;
 4. Provisions by which the Contractor with the State or municipality agrees;
 - a. 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 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;
 - b. That no Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hire for the performance of work under this contract on account of race, creed, color or national origin. (Your attention is directed to the provisions of the State Law against Discrimination which prohibits discrimination in employment because of age.);
 - c. That there may be deducted from the amount payable to the Contractor by the State or municipality under this contract a penalty of five (\$5.00) dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
 - d. 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.
 5. The aforesaid provisions of section 220-e which covers every contract for or on behalf of the State or 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;
 6. Whenever the unemployment rate in a Standard Metropolitan Statistical Area (SMSA) in New York State is determined by the Federal Bureau of Labor Statistics to be six percent or more for three consecutive months, preference in employment on public work projects in the SMSA shall be given to citizens of New York State who have been residents of that SMSA for twelve consecutive months prior to the commencement of their

employment. This preference will continue until the unemployment rate for that SMSA is below six percent for three consecutive months. The Bureau of Public Work will notify all departments of jurisdiction to whom this preference applies. The departments of jurisdiction must in turn inform all their contractors and subcontractors that this condition must be complied with as part of the contract for the work.

7. Each citizen employed upon public work projects shall furnish satisfactory proof of qualification in his trade or skill to the contractor. Forms for this purpose should be obtained by contractors from the Albany office of the Bureau of Public Work.
8. Each contractor performing public work must furnish a list of the names and addresses of all his subcontractors to the Albany office of the Bureau of Public work. Each contractor or subcontractor performing public work must file in the appropriate district office a list of his employees, stating whether they are citizens of New York State; native born or naturalized citizens of the United States; if naturalized, the date thereof; and the name of the court in which citizenship was granted.
9. A provision that if in the construction of the public work a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the contractor; and that if the provisions on section 222-a concerning harmful dust hazards are not complied with, the contract shall be void.

C. Other Requirements

1. Every State contracting agency, including Public Authorities, must include in each contract paragraphs (a) through (g) of the Standard State Contract Clauses promulgated by the Governor on September 12, 1963 and amended November 14, 1963.
2. Labor classifications not appearing on the accompanying schedule of wages can be used only with the consent of the department having jurisdiction and then the rate to be paid will be given by the department having jurisdiction after being advised by the New York State Department of Labor.
3. The Contractor shall make such provisions for disability benefits, workmen's compensation, unemployment insurance, social security, and safety code provisions as are required by law.
4. General Regulation No. 1, as issued by the State Commission for Human Rights, requires that each contract contain a stipulation that: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission for Human Rights indicating the substantive provisions of the Law against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment." The Notice may be obtained from the department having jurisdiction, or from the office of the State Commission for Human Rights in the respective area.
5. You are requested to refer to the Bureau of Public Work all charges of discrimination in employment including discrimination because of age, race, creed, color or national origin.

6. All bidders will be required to complete the New York State Department of Environmental Conservation Performance Bond Information Form included in the Proposal portion of this specification.
7. The Contractor is hereby advised that Chapter 617 of the laws of New York State for 1974 requires that, "Whenever a security bond is posted by a successful bidder for the faithful performance of a municipal project, for which State aid is approved, the name and address of the bonding company or person issuing the security bond, the number of such bond, and such other information as may be required by the State Department or Agency responsible for supervising the aid program regarding the project, shall be transmitted to such department or agency where it shall be reviewed to determine its authenticity prior to award of such contract". The Joint State-Federal Approval to Award will not be issued until this performance bond information has been submitted to the New York State Department of Environmental Conservation and verified.
8. The Contractor is further advised that "The bidder to whom the municipality proposes to award the contract shall, as soon as possible, but not later than thirty (30) days from the opening of bids furnish to the municipality a bond equal to one hundred percent of the amount of the contract, conditioned for the faithful performance of all terms, covenants and conditions of same, with a surety company authorized to do business in the State of New York, as surety. If it is not possible to submit such bond within the time stated, the bidder shall as soon as possible, but not later than thirty (30) days from the opening of bids furnish to the municipality the name and address of the surety company authorized to do business in the State of New York which will provide the bond, and forty-eight (48) hours before the award of the contract furnish to the municipality a bond equal to one hundred percent of the amount of the contract, conditioned for the faithful performance of all terms, covenants and conditions of same, with a surety company authorized to do business in the State of New York, as surety. The bond shall be maintained in full force for a period of two years after date of final certificate as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period.
9. Additionally, as part of the SRF requirements, the Contractor must comply with Davis-Bacon (DB) Prevailing Wage Requirements. Appendix D discusses the Davis Bacon requirements.

31. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to take affirmative action to utilize at least 10 percent minority employees and at least 10 percent female employees in the workforce(s) associated with the construction contract. The established EEO goals shall be attained in conformance with NYS Executive Law, Article 15-A.

Non-discrimination Clauses in New York Public Contracts

- A. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to; recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice,

provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) hereinafter called "non-discrimination clauses". If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of those non-discriminatory clauses, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
5. The Contractor will comply with the provisions of Sections 291-299 and of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
6. This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
7. The Contractor will include the provisions of clause (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency,

the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

8. The Contractor will include the provision that he agrees to comply with all provisions of 40 CFR Part 8 and will include such provision in each of its subcontracts for \$100,000 or more.
9. Reference Appendix F, Guidance for Mandatory State Revolving Fund Terms and Conditions. If information in this section conflicts with Appendix E, the information in Appendix F shall govern.

32. NOT APPLICABLE

33. STATE AND FEDERAL WAGE RATES

Contractor must comply with prevailing wage rates as set forth by the New York State Department of Labor (NYSDOL), outlined in the General Contract Conditions, and Davis-Bacon Wage Rates. The State wage rates are included in Appendix C. The Federal Davis-Bacon wage rates are included in Appendix D.

34. RESOLUTION NO. 207 OF 1992, ESTABLISHING HIRING GUIDELINES FOR COUNTY PUBLIC WORKS CONTRACTORS

Explanation of Attached Resolution

In the event the bidder on this public project is unable to comply with the 75% local employment requirement, after good faith effort, said bid shall nevertheless be accepted pursuant to General Municipal Law - Section 103.

35. PROJECT LABOR AGREEMENT

A Project Labor Agreement is required to be entered into in connection with the construction of this project. The form of the Project Labor Agreement that the Contractor will be required to comply with is attached hereto as Appendix B. The Owner will be entering into a Project Labor Agreement with the Trade Council Associates.

36. SOLID WASTE DISPOSAL

The County Flow Control Law, Chapter 350 of the Laws of Rockland County, requires that solid wastes generated in Rockland County shall be disposed at publicly owned solid waste facilities within the County that are designated by the Rockland County Solid Waste Management Authority. Both uncontaminated concrete and asphalt have been designated by the Authority for disposal at the concrete and asphalt crushing facility located on Route 303 in West Nyack, NY. Other types of construction and demolition debris have been designated by the Authority for disposal at an Authority-owned transfer station. A map showing the transfer station that serves a particular area of the County can be obtained from the Authority.