

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Town of New Windsor, **555 Union Avenue, New Windsor, NY 12553**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Required Bidder Qualification Statement with supporting data (Instructions to Bidders – Article 2);
 - C. Affidavit of Compliance with New York State Anti-Sexual Harassment Laws;
 - D. Wicks Law Form;
 - E. EEO Policy Statement – EFC Terms and Conditions Packet

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Refer to Article 7 for Description of Bid Items.
- 3.02 *Lump Sum Bids:*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Item No.	Description	Bid Amount
LS-1	Site Work (100 Series)	\$
LS-2	Headworks (200 Series)	\$
LS-3	Primary Settling Tanks (300 Series)	\$
LS-4	Solids Handling (400 Series)	\$
LS-5a	MBR (500 Series) – General Construction (Excludes LS-5b)	\$

LS-5b	Assigned Procurement Contract – Veolia Water Technologies & Solutions (F.K.A. Suez WTS USA, Inc.) (See Exhibit I)	\$3,826,000.00
LS-6	Post-Aeration and Backpulse (600 Series)	\$
LS-7	Dewatering Building (700 Series)	\$
LS-8	Existing Plant Infrastructure Demolition Work (800 Series)	\$
LS-9	New Workshop Garage Building (900 Series)	\$
LS-10	Hazardous Material Abatement: (Excludes Demolition of Transite Pipe)	\$
LS-11	Mobilization and General Conditions	\$
Total of All Lump Sum Price Bid Items		\$

3.03 Contingency Items

- A. Contingency Items – These items will only be paid to the Contractor if approved by the Engineer and Owner. However, they will be used in the comparison of bids.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
C-1	Rock Excavation	CY	200		\$
C-2	Roadway Subbase Material	CY	200		\$
C-3	Select Backfill	CY	200		\$
C-4	Crushed Stone	CY	500		\$
C-5	Additional CIP Concrete	CY	50		\$
C-6	Controlled Density Fill	CY	50		\$
C-7	Bituminous Concrete Pavement	SY	100		\$
C-8	Stabilization Woven Geotextile Fabric	SY	100		\$
C-9	Liquid Sludge Disposal	GALLON	100,000		\$
C-10	Concrete Repair Type 1	SF	5000		\$
C-11	Concrete Repair Type 2	SF	1500		\$

C-12	Concrete Repair Type 3	SF	500		\$
C-13	Demolition of Transite Pipe	LF	500		\$
C-14	Bollard	EA	5		\$
Total of All Unit Price Contingency Items					\$

- B. Allowance - All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum for Allowance A-1: General Construction Allowance	\$350,000.00
Lump Sum for Allowance A-2: Aqualogics Systems, Inc	\$650,000.00
Lump Sum Allowance A-3: Veolia Contract Escalation and Additional Scope Change Order	\$500,000.00
Lump Sum Allowance A-4: D-BEN Security Systems, Inc.	\$100,000.00
Total for all Lump Sum for Allowance:	\$1,600,000.00

- C. Bidder acknowledges that:

1. each Bid Unit Price (Unit Price Bids and Contingency) includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.04 Alternate Bid (Unused)

3.05 Total Base Bid Price (Lump Sum, Unit Price, Contingency and Allowance)

Total Base Bid Price (Total of all Lump Sum, Unit Price, Contingency and Allowance)	\$
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Agreement Between Owner and Contractor on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, ASSIGNMENT AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

5.04 *Procurement Contract Assignment*

- A. Bidder acknowledges the provisions of the Agreement as to the assignment of the specified contract for procurement of goods and special services for Veolia Water Technologies & Solutions (F.K.A. Suez WTS USA, Inc.).
- B. The contract between Owner as “Buyer” and Veolia Water Technologies & Solutions (F.K.A. Suez WTS USA, Inc.) as “Seller” for procurement of goods and special services (“Procurement Contract”) for MBR equipment will be assigned to Contractor by Owner, and Contractor accepts such assignment. A form documenting the assignment is attached as an exhibit to this Agreement.
- C. This assignment will occur on **[the Effective Date of the Agreement]** and will relieve the Owner as Buyer from all further obligations and liabilities under the Procurement Contract. Contractor, as Buyer (Contractor/Assignee) following assignment, will assume full responsibility to Owner for the performance of obligations by Seller, which will be Contractor’s Subcontractor or Supplier. Notwithstanding this assignment, all performance guarantees and warranties required by the Procurement Contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor. Except as noted in the Procurement Contract, all rights, duties, and obligations of Engineer to Buyer and Seller under the Procurement Contract will cease upon assignment.
- D. A copy of the assigned Procurement Contract is attached as Exhibit I.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 7—DESCRIPTION OF BID ITEMS

7.01 *LS-1 – Site Work*

- A. Generally, the work as shown in the 100-series project drawings, including but not limited to: clearing and grubbing, rough grading, final grading, restoration and seeding, paving and driveway install, asphalt sidewalk, perimeter fencing, guiderail, entrance gates, E&S measures, compliance with project SWPPP, stormwater piping and infrastructure, drainage improvement work, site retaining walls, relocated plant influent sewer piping and manholes, includes all site process piping (install or demo) not within 5' of associated structures, plant water site piping, potable water site piping, all necessary piping valves, fittings, couplings, etc. for a complete system, primary electrical service, site electrical, stand-by generators, all site piping installation or demolition not included in other bid items, installation of new plant outfall, abandonment work for existing outfall system, any necessary temporary facilities, maintenance of all plant operations, shoring, and work measures for project site work sequencing, etc. New outfall construction and existing outfall abandonment work shall be completed in accordance with NYSDEC permit requirements, included as Exhibit N and Exhibit M in the contract, respectively.

7.02 *LS-2 – Headworks*

- A. Generally, the work as shown in the 200-series project drawings including, but not limited to: new influent collection box and Parshall flume structure, influent distribution boxes, new headworks building addition including all associated equipment, renovations to the existing headworks building, new grit chamber, modifications to the existing grit chamber, new primary distribution box, demolition of existing grit classifier building and existing Parshall flume and collection boxes, and any necessary temporary work measures for Headworks construction sequencing, etc. Includes all mechanical, electrical, and plumbing for completed work. Includes process piping within 5' of building and structures.

7.03 *LS-3- Primary Settling Tanks*

- A. Generally, the work as shown in the 300-series project drawings, including but not limited to: furnish and install new primary settling tank mechanisms and control panels, modifications and repairs to existing primary settling tanks and scum pits, construction of a new primary settling tank (Primary Tank #4) and sludge valve vault, modifications to the existing sludge valve pit, existing sludge wet well, and existing sludge pump pit, and any necessary temporary work measures for Primary construction sequencing, etc. Includes all mechanical and electrical for completed work. Includes process piping within 5' of structures.

7.04 *LS-4- Solids Handling*

- A. Generally, the work as shown in the 400-series project drawings, including but not limited to: construction of new ATAD system (new sludge holding tank, ThermAer Reactor, SDNR Reactor, biofilter tank, scrubber unit), ATAD equipment building and equipment, sludge thickening equipment, chemical feed equipment, filtrate pump station and cooling water pump system, and any necessary temporary work measures for Solids Handling construction sequencing, etc. Includes all mechanical, electrical, and plumbing for completed work. Includes process piping within 5' of building and structures.

7.05 *LS-5a- MBR - General Construction (excludes LS-5b)*

- A. Generally, the work as shown in the 500-series project drawings, including but not limited to: microscreen building, influent wet well, influent dry well and pumps, bio tank splitter box, anoxic tanks, aeration tanks, MBR distribution channel, MBR Basin, MBR Basin Building Enclosure (including bridge crane system, operator space, and laydown area), MBR Control Building (including RAS Pump Room, chemical storage rooms, equipment rooms, electrical rooms, and 2nd floor), installation of all equipment furnished under the MBR procurement contract to be assigned (See LS-5b). Coordination with MBR Vendor, Owner and Operator for startup of MBR system, and any necessary temporary work measures for MBR construction sequencing, etc. Includes all mechanical, electrical, and plumbing for completed work. Includes process piping within 5' of buildings and structures.

7.06 *LS-5b- Assigned Procured Contract – Veolia Water Technologies & Solutions (F.K.A. Suez WTS USA, Inc.)*

- A. Contractor shall assume the executed contract between the Town of New Windsor and Veolia Water Technologies & Solutions (F.K.A. Suez WTS USA, Inc.) for the furnishing materials and equipment, supply, start-up, commissioning, performance testing, and operator training of the proposed membrane bioreactor (MBR) system. Assumed contract is attached to this contract as Exhibit I.

7.07 *LS-6-Post-Aeration and Backpulse*

- A. Generally, the work as shown in the 600-series project drawings including, but not limited to: Modifications to existing disinfection tank (diffusers, air piping, probes and sensors, baffle wall extensions, weirs, gates, valves, etc.), install of new post-aeration platform and post-aeration blowers, construction of new backpulse tank, valve vault and associated pumps and piping, install of plant water system equipment (not inclusive of site plant water piping), and any necessary temporary work measures for Post-Aeration construction sequencing, etc. Includes all electrical for completed work. Includes process piping within 5' of structures.

7.08 *LS-7- Dewatering Building*

- A. Generally, the work as shown in the 700-series project drawings, including but not limited to: Modifications and renovations to the existing plant control building for conversion to plant dewatering building, furnish and install of new dewatering belt press and associated equipment, new joint sludge conveyance system, new belt press chemical feed system, modifications to existing dewatering equipment to coordinate with new installation, ground floor demolition and slab work to accommodate second sludge storage dumpster bay, overall building interior and exterior renovations and repairs, and any necessary temporary work measures for Dewatering Building construction sequencing, etc. Includes all mechanical, electrical, and plumbing for completed work. Includes process piping within 5' of building.

7.09 *LS-8- Existing Plant Infrastructure Demolition Work*

- A. Generally, the work as shown in the 800-series project drawings, including but not limited to: Complete or partial demolition work to existing secondary settling tanks, trickling filter tanks and distribution chamber, secondary pump pit, and sludge thickener tanks, any necessary temporary work measures for proposed construction sequencing, and proper disposal of all materials. Includes all associated piping within 5' of structure. Includes all mechanical, electrical, and plumbing for completed work. Includes required coordination for Engineer submission of NYSDEC Closure Report(s).

7.10 *LS-9- New Workshop Garage Building*

- A. Generally, the work as shown in the 900-series project drawings including, but not limited to: Construction of a new pre-engineered metal building, associated concrete foundation, and associated site work, etc. This item also includes electrical modifications in the Plant Control Building as shown on Sheet E-900. Includes all mechanical, electrical, and plumbing for completed work.

7.11 *LS-10- Hazardous Material Abatement (Excludes Demolition of Transite Pipe)*

- A. Abatement of all hazardous materials including asbestos and lead for all items identified in the Asbestos and Lead Reports which are included as part of this document. Included in this bid items are all controls for handling and disposal. Demolition and/or removal of transite pipe is not included.

7.12 *LS-11 Mobilization and General Conditions*

- A. Including, but not limited to, submittals, bonds, insurance, permits and fees, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, maintenance and protection of traffic needed to protect the public from damage to person and property within the limits of and the duration of the contract, general restoration, clean up and demobilization, general conditions compliance, Division 0 & 1 Specification Contract Requirements, temporary facilities, record drawings, EFC Terms and Conditions for funding. Contractor is permitted to bill equal monthly payments based on designated contract completion time.

7.13 *C-1 – Rock Excavation*

- A. Rock Excavation, including Removal, Disposal, Select Fill Backfill Material, Compaction, Compaction Testing, complete. Including:
Minimum Bid Price - \$100.00 per cubic yard
Maximum Bid Price - \$200.00 per cubic yard

- 7.14 *C-2 – Roadway Subbase Material*
A. Additional Roadway Subbase Material, including material, excavation, disposal, compaction, compaction testing, in-place, complete.
- 7.15 *C-3 – Select Backfill*
A. Additional Select Backfill material per specifications, including excavation, disposal, placement, compaction, testing, in place, complete.
- 7.16 *C-4 – Crushed Stone*
A. Additional crushed stone foundation material, including excavation, disposal in-place, complete.
- 7.17 *C-5 – Additional CIP Concrete*
A. Additional cast-in-place concrete per Specification 033000 as directed by the engineer, including removal of deleterious material, disposal, forms, steel reinforcement, curing, testing, in place, complete.
- 7.18 *C-6 – Controlled Density Fill*
A. Furnish and place controlled density fill as directed by engineer, in place, complete.
- 7.19 *C-7 – Bituminous Concrete Pavement*
A. Additional bituminous concrete pavement replacement, thickeners per pavement restoration detail, including fine grading, tack coat, in place, complete.
- 7.20 *C-8 – Stabilization Woven Geotextile Fabric*
A. Additional Subgrade Stabilization Woven Geosynthetic, including furnish and install geosynthetic fabric typical of Tencate Mirafi 1100N, or acceptable equal.
- 7.21 *C-9 – Liquid Sludge Disposal*
A. Contractor to pump, haul and properly dispose of sludge contained in existing secondary settling tanks and gravity thickeners prior to demolition. Coordination with operator.
- 7.22 *C-10 – Concrete Repair Type 1*
A. Removal and patching of unsound concrete up to a depth of 1.5” or no exposed reinforcing steel, in place, complete. Install per Detail 2 on Plan Sheet C-301. Limits as determined by Engineer.
- 7.23 *C-11 – Concrete Repair Type 2*
A. Removal, reinforcing, and patching of unsound concrete in areas exceeding 1.5” depth or having exposed reinforcing steel, in place, complete. Install per Detail 3 on Plan Sheet C-301. Limits as determined by Engineer.
- 7.24 *C-12 – Concrete Repair Type 3*
A. Full depth concrete repairs at damaged locations along tops of existing tank walls, in place, complete. Install per Detail 4 on Plan Sheet C-301. Limits as determined by Engineer.

- 7.25 *C-13 – Demolition of Transite Pipe*
- A. Demolition of Transite Pipe: Removal of pipe identified as containing hazardous materials, including proper handling and disposal in accordance with all Federal, State and Local Laws and Regulations, and hazardous materials specifications and drawings.
- 7.26 *C-14 – Bollard*
- A. Additional bollards installed per Detail 13 on Plan Sheet C-142. Including excavation, concrete, bollard column sleeve installation, finishing, in place, complete.
- 7.27 *A-1 – Contingency Allowance: General Construction Allowance*
- A. For use as directed by the Owner for unforeseen conditions related to the work.
- 7.28 *A-2 – Cash Allowance: Aqualogics Systems, Inc: Controls Integration and Equipment*
- A. Contractor shall enter into a contract with Aqualogics Systems, Inc for the furnishing and installation of equipment in conjunction with the Town’s SCADA monitoring system as called for in the Contract Documents. This would generally include the site I/O panels, main control panel, desktop computer, remote access tablet, all hardware, software, programming, screen development, integration, start-up and training services. The contract is attached to this contract as Exhibit I.
- 7.29 *A-3 – Cash Allowance: Veolia Contract Escalation and Additional Scope Change Order*
- A. Allowance to cover anticipated escalation costs in accordance with the executed Veolia Water Technologies & Solutions (F.K.A. Suez WTS USA, Inc.) contract to be assumed by the Contractor. A cost escalation package provided by Veolia is attached to this contract as Exhibit K. This allowance will also cover anticipated scope changes to Veolia’s contract. A list of additional scope items and approximate costs are attached to this contract as Exhibit J.
- 7.30 *A-4 – Cash Allowance: D-BEN Security Systems, Inc.*
- A. Contractor shall enter into a contract with the Town’s selected vendor (D-Ben Security Systems, Inc) for furnishing of equipment for security access control, cameras and fire alarm system. A list of equipment and quote is attached to this contract as Exhibit L. The allowance includes the equipment cost ONLY. Installation is to be performed by the contractor and included within their base bid. To clarify, the fire alarm system, control panel, and all associated equipment, components, and devices (horns, strobes, pull stations, smoke detectors, heat detectors, carbon monoxide detectors, annunciators, control relays, power supplies, etc.), and security system (access control equipment and cameras) as shown on the contract drawings are to be furnished (supplied) by the owner’s preferred vendor (D-Ben Security Systems, Inc) thru the allowance stated above. The contractor is responsible for all circuitry (conduit and conductors) between devices as shown and specified on the contract drawings, as well as the installation and termination of these devices per the manufacturer’s requirements and included in their base bid.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Town of New Windsor Address <i>(principal place of business)</i> : 555 Union Avenue New Windsor, NY 12553	Bid Project <i>(name and location)</i> : Town of New Windsor Caesars Lane Wastewater Treatment Plant Expansion Phase 2 Project Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATION STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:		As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

WICKS LAW FORM

Pursuant to the 2008 Wicks Law Reforms, each Bidder must submit this form in a sealed envelope with their bid complete the following Subcontractor Identification Form:

The sealed envelope submitted by the "low bidder" shall be opened and read aloud as part of the bid opening procedure. The sealed envelopes submitted by other than the "low bidder" will be returned to the respective bidders unopened after award of the contract by the Owner.

TRADE	SUB-CONTRACTOR NAME	AMOUNT TO BE PAID TO SUB-CONTRACTOR
PLUMBING		
HEATING, VENTILATION AND AIR CONDITIONING		
ELECTRICAL		



Environmental Facilities Corporation

New York State Environmental Facilities Corporation EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT NEW YORK STATE FINANCIAL ASSISTANCE PROGRAMS

I, _____, am the authorized representative of _____.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that _____ will abide by the equal employment

Name of Contractor/Service Provider

opportunity (EEO) policy statement provisions outlined below.

- (i) The Contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Contracts relating to Water Grant projects.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract relating to this Water Grant project, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (iv) The Contractor shall comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status.
- (v) The Contractor will include the provisions of subdivisions (i) through (iv) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

X

Contractor/Service Provider Representative