

INVITATION TO BIDDERS

Notice is hereby given that sealed bids will be received until **11:00 a.m., Wednesday, November 7th, 2018**, at the Saratoga County Water Authority, 260 Butler Road, Gansevoort, New York, 12831 at which time bids will be publicly opened and read aloud for **the construction of a Pre-Engineered Storage Building at 260 Butler Road, Moreau, NY.**

No pre-bid conference will be held. Contact Mr. Ed Hernandez, Executive Director at the Saratoga County Water Authority at executivedirector@saratogacountywaterauthority.com or 518-761-2058 to schedule a site visit.

Bid documents may be examined on or after Monday, **October 15th, 2018** at the following location:

1. Saratoga County Water Authority, 260 Butler Road, Gansevoort New York 12831, 518-761-2058

Bid Documents may be obtained from The NYS Contract Reporter System at no cost from the following website:

Simultaneously with his executed contract, the successful bidder must deliver to the Saratoga County Water Authority an executed performance and completion bond in a form meeting the Authority's approval, in an amount not less than 100% of the accepted bid as security for the faithful performance and completion of this contract, and also a separate bond guaranteeing prompt payment of monies due to all persons supplying the contractors or subcontractors with labor and materials employed and used in carrying out the contract, and having as surety on the bonds such surety companies as are approved or acceptable to the Saratoga County Water Authority.

Saratoga County Water Authority, through its Executive Director, reserves the right to reject any or all bids. All work shall be subject to equal opportunity in employment, State wage rates and all other requirements in accordance with applicable law.

INFORMATION TO BIDDERS

1. **Receipt and Opening of Bids:**

The Saratoga County Water Authority (herein called the "Owner") invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Saratoga County Water Authority, 260 Butler Road, Gansevoort, New York 12831, until 11:00 a.m., **Wednesday, November 7th, 2018** and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and addressed to the Owner at the address in the Invitation to Bidders, and designated as bid for:

Construction of a Pre-engineered Storage Building at 260 Butler Road, Moreau, New York

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. **Preparation of Bid:**

A. The following is a list of documents that must be completed and returned with the bid package:

- Form of Bid
- 5% Bid Security (Bid Bond or Certified Check)
- Non-Collusive Bidding Certificate
- Certification of Compliance with the Iran Divestment Act
- Corporate Bid Resolution
- Contractor Reference Sheet
- Contractor's Qualification Statement
- Indemnity and Insurance Agreement
- **All bidders must submit with their bid sufficient technical specifications/plans/materials lists for the pre-engineered structure they are proposing.** The bidder's specifications must be complete and of sufficient detail to cover all items included in the county's bid specifications in a manner that allows for an evaluation for conformance with these specifications. Any item not covered will be considered as not meeting specifications. Bidders must submit along with their bid a completed and signed specification sheet certifying it as the material to be supplied. **ANY BIDS FAILING TO COMPLY WILL BE REJECTED.**

PLEASE DO NOT SUBMIT THE ENTIRE PROJECT MANUAL WITH YOUR BID.

- B. All blank spaces in the bid must be filled in, and, except as otherwise expressly provided in the Bidding Documents, no other change is to be made in the phraseology of the bid or in the items mentioned therein.
- C. Bids that are illegible or that contain omissions, alterations, additions, or items not called for in the Bidding Documents may be rejected as informal. In the event any Bidder modifies, limits, or restricts all or any part of the bid in a manner other than that expressly provided for in the Bidding Documents, that bid will be rejected as informal.
- D. If the bid is made by a corporation, the names and places of residence for the president, secretary, and treasurer shall be given. If by a joint venture, the names and addresses of the members of the joint venture shall be given. If by an individual, that person's name and place of residence shall be given.

INFORMATION TO BIDDERS

- E. Saratoga County Water Authority may consider informal any bid not prepared and submitted in accordance with the provisions hereof and accompanied by a bid security in the proper form and may waive any informalities or reject any and all bids. Any bid may be considered informal which does not contain prices in words and figures in all of the spaces provided. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the Bidder. Any bid may be withdrawn prior to the above scheduled time for the opening of bid or authorized postponement thereof.
- 3. Subcontractors:**
The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to Saratoga County Water Authority.
- 4. Qualifications of Bidder:**
Saratoga County Water Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as requested. Saratoga County Water Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be acceptable. All prospective bidders shall have completed projects of this nature and size previously, within similar time constraints. All prospective bidders shall furnish Saratoga County with a listing of no less than three (3) previous similar project successfully completed.
- 5. Liquidated Damages for Failure to Enter into Contract:**
The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to Saratoga County Water Authority, as liquidated damages for such failure or refusal, the security deposited with his bid.
- 6. Time of Completion:**
Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the owner and to fully complete the project as proposed.
- 7. Conditions of Work:**
Each bidder must inform himself fully of the conditions relating to construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 8. Addenda and Interpretations:**
No interpretations of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to:

Mr. Ed Hernandez, Executive Director
Saratoga County Water Authority
260 Butler Road
Gansevoort, New York 12831
executivedirector@saratogacountywaterauthority.com

Any oral discussions between the bidder and Saratoga County Water Authority are to be considered informal and not binding. Any supplemental instructions will be in the form of written addenda. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addendum, so issued, shall become part of the contract documents.

INFORMATION TO BIDDERS

9. Security for Faithful Performance:

Simultaneously, with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with project under this contract, as specified in the General Conditions included herein. The surety on such bonds shall be a duly authorized surety company satisfactory to Saratoga County Water Authority.

10. Power of Attorney:

Attorneys-in-fact who sign bid bonds or contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

11. Notice of Special Conditions:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- Insurance Requirements
- Wage Rates
- Contractor Experience
- Contract Requirements
- Special Conditions
- Supplemental Conditions

12. Laws and Regulations:

Bidders attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

13. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

14. Sales and Compensating Use Tax Exemption for Materials Sold to Owner:

Saratoga County Water Authority is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all supplies and materials sold to the Authority pursuant to this contract.

15. Proof of Title to Materials Sold to Owner:

The contractor, or subcontractor, at the request of Saratoga County Water Authority, shall furnish to the County such bills of sale and other instruments as may be required by it, properly executed, acknowledged, and delivered, assuring to it title to such supplies and materials free of encumbrances. The contractor, or subcontractor, shall mark or otherwise identify all such supplies and materials as the property of the Owner. All subcontractor agreements shall provide for resale of such supplies and materials prior to and separated and apart from the incorporation of such supplies and materials into the permanent construction.

INFORMATION TO BIDDERS

16. Required Certificates:

The contractor and his subcontractors and material men are required to obtain all necessary exemption certificates from Saratoga County Water Authority and to furnish a resale certificate to all persons, firms, or corporations from which they purchased the supplies and materials in performance of the work under the contract.

17. Non-Collusive Bidding Certificate

All contractors bidding under the provisions of the specifications are subject to the provisions of section 103 of the General Municipal Law of New York. A signed non-collusive certification is required to be submitted with each bid in the form specified with the bid documents.

18. Bid Cannot be Based Upon Assumptions:

The contractor further agrees that its bid proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived; that an extension of Contract Completion Date will be granted; a labor dispensation will be granted; that a substitution of non-approved products, alternative or claimed functional equivalents for Specified Construction Materials and Methods will be allowed; or that any Value Engineering Proposals will be approved.

FORM OF BID

Pre-Engineered Storage Building

Date: _____

Bid of _____ (hereinafter called "Bidder")
organized and existing under the laws of the State of _____
doing business as _____

To the Saratoga County Water Authority, 260 Butler Road, Gansevoort, New York (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for **Pre-Engineered Storage Building**, and having examined specifications with related documents and the site of the proposed project, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in a timely manner in accordance with the Contract Documents; and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.

Bidder agrees to perform all work described in these specifications as a lump sum as stated in the following. The bidder agrees to furnish all labor, equipment, and material necessary for **Pre-Engineered Storage Building** based on the specifications and a review of the site.

FORM OF BID
Pre-Engineered Storage Building

BIDDER'S NAME: _____

<u>Addenda Acknowledgement:</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

BASE BID\$ _____

TOTAL WRITTEN AMOUNT: _____

ADDER LUMP SUM ALTERNATE NO. 1 – PROVIDE LABOR AND MATERIALS TO INSTALL A 5" 3,500 PSI CONCRETE REINFORCED FLOOR SLAB TO COVER THE ENTIRE INTERIOR OF THE BUILDING

LUMP SUM ADDER\$ < _____ >

TOTAL WRITTEN AMOUNT: _____

ADDER LUMP SUM ALTERNATE NO. 2 – PROVIDE MATERIALS AND LABOR TO INSTALL A 12'X30'X12' PRE-ENGINEERED BUILDING FRAME AND ROOF OVER THE EXISTING GENERATOR LOCATED AT THE SCWA'S RAW WATER PUMPING STATION ON POTTER ROAD. THE BUILDING SHALL BE AN OPEN STRUCTURE WITH NO SIDES, GABLE ENDS OR CEILING. FOUNDATION AND STRUCTURE SHALL MEET THE SAME SPECIFICATIONS AND REQUIREMENTS AS THE BASE BID STRUCTURE. CONTRACTOR WILL BE RESPONSIBLE FOR ALL APPLICABLE BUILDING PERMITS AND SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS. THE SUPPORT STRUCTURE SHALL BE DESIGNED SO THAT IT DOES NOT INTERFERE WITH THE USE OF THE EXISTING DOORS ON THE GENERATOR.

LUMP SUM ADDER\$ < _____ >

TOTAL WRITTEN AMOUNT: _____

ESTIMATE IN WEEKS, TO COMPLETE THE ENTIRE PROJECT..... _____ **Wks.**
ALL WORK SHALL BE COMPLETED WITHIN 7 MONTHS OF CONTRACT AWARD.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities.

The bidder agrees that his bid shall be valid and may not be withdrawn for a period of 45 days after scheduled closing time for receiving bids.

The bid security attached in the sum of \$ _____ (in figures)
_____ (in words)

is to become the property of the Owner in the event that contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully submitted:

SIGNATURE _____

NAME & TITLE _____

(Seal if bid is by a corporation)

COMPANY _____

ADDRESS _____

EMAIL ADDRESS _____

TELEPHONE _____

DATE _____

FAX _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal,
_____ and as Surety, are hereby held
and firmly bound unto the Saratoga County Water Authority as owner in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this _____ day of
_____ 20_____.

The condition of the above is such that whereas the Principal has submitted to the _____
a Certain Bid, attached hereto and hereby made a part hereof to enter in a contract in writing, to

**Construction of a Pre-Engineered Storage Building at 260 Butler Road, Moreau, New York,
Specification # _____.**

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept said Bid; and said Surety does hereby waive notice of any such extensions.

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

_____(L. S)
Principal

By: _____

IMPORTANT - Surety companies executing bonds must be authorized to transact business in the State of New York.

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Dated: _____, 20__.

Signature Title

STATE OF)
) ss:
COUNTY OF)

Subscribed to and sworn before me this ____ day of _____, 20__

by _____ (name of signer).

Notary Public

CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to General Municipal Law §103-g, which generally prohibits the Saratoga County Water Authority from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, 20__.

STATE OF _____)
) ss.:
 COUNTY OF _____)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Subscribed and sworn to before me this _____
day of _____, 20__.

Notary Public

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
SARATOGA COUNTY WATER AUTHORITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the County, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the New York State Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the

reasons why such statement cannot be made. The County of Saratoga may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The County makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CONTRACTOR REFERENCE SHEET

All bidders must complete this form providing three (3) references of past performance. References should involve projects and or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The Saratoga County Water Authority reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDER'S NAME: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

REFERENCE NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTRACTOR QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: _____

ADDRESS: _____

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT (if applicable): _____

TYPE OF WORK (file separate form for each Classification of Work):

_____ General Construction

_____ HVAC

_____ Plumbing

_____ Electrical

_____ Other _____
(please specify)

1. ORGANIZATION:

1.1 How many years has your organization been in business as a contractor?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

CONTRACTOR QUALIFICATION STATEMENT

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of Incorporation:

1.3.2 State of Incorporation:

1.3.3 President's Name:

1.3.4 Vice-President's Name(s):

1.3.5 Secretary's Name:

1.3.6 Treasurer's Name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of Organization:

1.4.2 Type of Partnership (if applicable):

1.4.3 Name(s) of General Partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of Organization:

1.5.2 Name of Owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING:

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

CONTRACTOR QUALIFICATION STATEMENT

3. EXPERIENCE:

- 3.1 List the categories of work that your organization normally performs with its own forces.

- 3.2 Claims and Suits - (if the answer to any of the questions below is yes, please attach details):
 - 3.2.1 Has your organization ever failed to complete any work awarded to it?
 - 3.2.2 Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
 - 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

- 3.3 Within the last five (5) years has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (if answer is yes, please attach details)

- 3.4 On a separate sheet, list major construction projects your organization has in progress giving the name of the project, owner, architect, contract amount, percent complete, and scheduled completion date.
 - 3.4.1 State total worth of work in progress and under contract.

- 3.5 On a separate sheet, list the major projects your organization has completed in the last five (5) years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
 - 3.5.1 State average annual amount of construction work performed during the past five (5) years:

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES:

- 4.1 Trade References:

CONTRACTOR QUALIFICATION STATEMENT

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING:

5.1 Financial Statement:

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., partner-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

CONTRACTOR QUALIFICATION STATEMENT

6. SIGNATURE:

6.1 Dated _____ this _____ day of _____

Name of Organization: _____

By: _____

Title: _____

6.2 M _____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____

Notary Public: _____

My Commission Expires: _____

CORPORATE BID RESOLUTION

For Corporate Bidders Only

RESOLVED, that _____ be authorized to sign and submit
(individual)

the bid or proposal of this corporation for the following project(s):

Construction of a Pre-Engineered Storage Building at 260 Butler Road, Moreau, New York,

and to include in such bid or proposal, the certificate as to non-collusion required by section 103-d of the General Municipal Law as the act and deed of such Corporation, and for any inaccuracies or misstatements in such certificates this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____
(corporation)

at a meeting of its Board of Directors held on the _____ day of _____,

and is still in full force and effect on this _____ day of _____.

SEAL OF CORPORATION

Secretary

OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____, day of _____, 2018 by and between the Saratoga County Water Authority, hereinafter called "Owner" and _____ doing business as a corporation located in (CITY/TOWN, COUNTY) County in the State of STATE hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the project described as follows:

Construction of a Pre-Engineered Storage Building at 260 Butler Road, Moreau, New York.

Hereinafter called the "project", for the sum of \$ _____ under the terms as stated in the General and Special Conditions of the contract; and materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Information for Bidders, the General Conditions, Special Specifications of the contract, the Plans, which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Owner.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project in a Timely manner.

In case this contract is modified and changed by the Owner, so as to make the work less expensive to the Contractor, a proper deduction shall be made from the contract price, which deduction shall be determined by the Owner provided, however, that in the event of such changes the Contractor shall have no claim on this account for loss of anticipated profits on the work involved.

At completion of all work whatsoever required to be done, provided or performed by the Contract, Owner will inspect the work, and if he finds the work acceptable hereunder and the Contract fully performed, he shall issue and file with the Owner and with the Contractor a Certificate of Completion. Such certificate shall state that the work provided for in this contract has been completed and is accepted by him and set forth the entire balance which is due and payable to the Contractor. Before issuance of such Certificate, the Contractor shall submit proof to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid.

OWNER/CONTRACTOR AGREEMENT

The acceptance by the Contractor of the Final Payment shall be, and shall function as, a general release to the Owner of all claims and of all liability whatsoever arising from or in anywise connected with the work. No payment, however, final or otherwise, shall function to release the Contractor or his sureties from any continuing obligations under this Contract or under the Bonds required hereunder.

IN WITNESSETH WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

Date: _____

(Saratoga County Water Authority, Owner)

John E. Lawler, Chairman
Saratoga County Water Authority

Pursuant to Resolution # _____

AND

Contractor Name and Address:

Federal Tax I.D. # _____

Date: _____

By: _____
(signature)

(printed – name & title)

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by _____, the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage – completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the SARATOGA COUNTY WATER AUTHORITY.

Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Water Authority general counsel as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the SARATOGA COUNTY WATER AUTHORITY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the SARATOGA COUNTY WATER AUTHORITY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this _____ day of _____, _____.

SIGNATURE _____

NAME & TITLE _____

ACKNOWLEDGMENT OF CONTRACTOR, IF CORPORATION

STATE OF NEW YORK
COUNTY OF _____ ss:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____; of _____ the corporation described in _____ (Corporate title) _____ (Legal Company Name)

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

Notary Public _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK
COUNTY OF _____ ss:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the

firm of _____, described in and who executed the foregoing instrument and (s)he acknowledged to me that (s)he executed the same as and for the act and deed of said firm.

Notary Public _____

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF NEW YORK
COUNTY OF _____ ss:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be the person described in

described in and who executed the foregoing instrument and acknowledge that (s)he executed the same.

Notary Public _____

PERFORMANCE BOND

Know all men by these presents, THAT WE,

hereinafter referred to as the PRINCIPAL, and

hereinafter referred to as the SURETY, are held and firmly bound to the

hereinafter referred to as the OWNER, or to its successors and assigns, in the penal sum of:

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the Owner for

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representative or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions, and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, and shall fully indemnify and save harmless the Owner from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner for all outlay and expense which the Owner may incur in making good any such default; and

FURTHER, shall pay or cause to be paid all lawful claims of Subcontractors, Materialmen, and Workingmen, and all lawful claims of third persons arising out of or in connection with or because of the performance of work at the Site, then this obligation shall be void, otherwise the same to remain in full force and effect.

PERFORMANCE BOND

This undertaking is for the benefit of all Subcontractors, Materialmen, and workingmen having just claims arising out of or in connection with the said Contract and the work performed thereunder, as well as for the benefit of the owner itself, but the rights and equities all other beneficiaries or obligees here under shall be subject and subordinate to those of the owner. Should any beneficiary or obligee here under, other than the Owner, file or make claims against the Principal or Surety, the said Principal and Surety shall promptly thereafter, or in any event at least 15 days prior to the payment of such claims, notify the Owner by registered mail of such claims.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to fully perform and complete the work to be performed under the Contract, pursuant to the terms, conditions and convenients thereof, if for any cause, the principal fails or neglects to so fully perform and complete such work. The Surety further agrees to commence such work of completion within 20 days from expiration of the time allowed the Principal in the Contract for the completion of such work.

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in now way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by a waiver of any provisions thereof, or by an assignment, subletting or other transfer thereof or of any part thereof, or of any work to be performed, or any money due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extension, modifications, omissions, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

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

(Individual, Firm, or Corporation as the case may be)

By: _____
Authorized officer

Surety

By: _____

PAYMENT BOND

Know all men by these presents, THAT WE,

hereinafter referred to as the PRINCIPAL, and

hereinafter referred to as the SURETY, are held and firmly bound to the

hereinafter referred to as the OWNER, or to its successors and assigns, in the penal sum of:

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

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with the Owner for

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

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

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

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

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

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

(b) All persons who have performed labor, rendered services, or furnished materials and supplies, as aforesaid, having a direct right of action against the Principal and his its or their successors and assigns, and the Surety herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.

(c) The Principal and Surety agree that neither of them will hold the Owner liable for any judgment for costs or otherwise, obtained by either or both of them against a laborer or material man in a suit brought by either a laborer or material man under this bond for money allegedly due for performing work or furnishing material.

(d) The Surety or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's' Compensation Law.

(e) In no event shall the Surety, or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, form or corporation here under later than two (2) years after the complete performance of said Contract and final settlement thereof.

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

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

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

SEAL

(Individual, Firm, or Corporation as the case may be)

By: _____
Authorized Officer

SEAL

Surety

By: _____