

Notice to Bidders

Invitation to Bid 00200

Instruction to Bidders

NOTICE TO BIDDERS-RFB-DCB-01-24

NAME OF PROJECT: Temporary Homeless Shelter at 150 N. Hamilton Street, Poughkeepsie

Multiple Prime Bids shall be received for the following classes of work: General Construction, Electrical, HVAC and Plumbing

Project Description: The conversion of existing jail building to a homeless shelter, work including selective demolition, reconstruction, alterations to electrical, plumbing and HVAC systems of existing Jail building.

The County of Dutchess official bid documents for this project are obtained from the Empire State Purchasing Group's Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess. Copies of bidding documents obtained from any other source are not considered official copies. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date. You may obtain an official copy by registering on the Empire State Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess or by using the link provided at www.dutchessny.gov, selecting "Government" then selecting "Bidding and RFP Opportunities." For those without Internet access, you may obtain an electronic copy of bidding documents by contacting the Dutchess County Department of Public Works at dpwcontracts@dutchessny.gov, or in person, Monday through Friday, 8 am to 4 pm: Dutchess County DPW, Business Office, 1st Floor, 626 Dutchess Turnpike, Poughkeepsie, NY 12603.

Upon request, all interested parties may review the hard copy of the Bid Specifications and Drawings by visiting the above referenced address.

All Addenda will be posted on BidNet Direct (aka Empire State Purchasing Group) site.

Bids for the above project will be received by:
Diane McKenna, Contract Specialist
Dutchess County Department of Public Works (DPW)
626 Dutchess Turnpike-1st Floor
Poughkeepsie, NY 12603

Bids due on or before 11:00am February 15, 2024, and at that time opened and read aloud. Bids received after that time will not be accepted. All interested parties are invited to attend. The bid opening for this solicitation may also be attended through Microsoft Teams Audio Conferencing. Anyone who wishes to hear bids read aloud will need to call into the phone number listed below. We ask that you call in at least three minutes prior to bid due/time to ensure you are connected properly. All call-ins will be asked to identify themselves by name and organization.

Join Microsoft Teams Meeting

+1 516-268-4602 United States, Hempstead (Toll)

Conference ID: 347 954 002#

Each bid shall be submitted as one paper original and one electronic flash drive copy and be accompanied by Bid Security (bid bond, certified check, official bank check) or a Letter of Credit (in a form agreeable to Dutchess County) in the amount of 10% of the bid amount. Bidders' security will be retained until the successful bidder has signed the Owner-Contractor Agreement and the County has finalized the Agreement.

Each bid with Bid Security shall be enclosed in a sealed envelope bearing the name of the Project, Name of the Bidder, and the date and hour of the bid opening, which must be visible upon delivery.

A pre-bid meeting will begin at the Dutchess County Jail, 150 North Hamilton, Poughkeepsie, NY 12601 at 10:00 AM on January 24, 2024 or January 31, 2024 to review the scope of the work. Vendors must Pre-register by submitting a copy of a driver's license/state ID & Waiver form for ALL those attending the walk-through 48 Hours in advance, so that a background check can be performed. Due to limited space, there is two dates to choose from and will be on a first come first serve basis. All participants must pre-register by emailing the required information to Diane McKenna dpwcontracts@dutchessny.gov and cc'd dmckenna@dutchessny.gov, and the information will be forwarded to the Dutchess County Sheriff's Office. ID will also be required at the time of the walk-through.

Questions will be accepted by the close of business February 8, 2024 and emailed to Diane McKenna at dpwcontracts@dutchessny.gov and cc'd to dmckenna@dutchessny.gov with the County's response published in Addenda prior to 48 hours before the bid opening date.

This project may be subject to NYS Department of Labor Prevailing Wage Rates PRC #: 2023014472

View Bid Specifications regarding APPRENTICESHIP PROGRAM, if applicable.

The County reserves the right to waive irregularities in bids and in bidding and to reject any or all proposals.

submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.

5.0 BIDDING REQUIREMENTS

A pre-bid meeting will begin at the Dutchess County Jail, 150 North Hamilton, Poughkeepsie, NY 12601 at 10:00 AM on January 24, 2024 or January 31, 2024 to review the scope of the work. Vendors must Pre-register by submitting a copy of a driver's license/state ID & Waiver form (see the following page) for ALL those attending the walk-through 48 Hours in advance, so that a background check can be performed. Due to limited space, there is two dates to choose from and will be on a first come first serve basis. All participants must pre-register by emailing the required information to Diane McKenna dpwcontracts@dutchessny.gov and cc'd dmckenna@dutchessny.gov, and the information will be forwarded to the Dutchess County Sheriff's Office. ID will also be required at the time of the walk-through. **It is strongly recommended that all prospective bidders attend this meeting.** All bidders are required to examine work conditions prior to submission of a bid.

- 5.1 Each bid must be submitted in *one paper original and one electronic flash drive copy* and shall be enclosed in a sealed envelope bearing the name of the **Project**, name of the **Bidder**, name of the **Trade** and the **date and hour of the Bid Opening**.
- 5.2 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- 5.3 The County reserves the right to waive irregularities in bids and in bidding and to reject any or all proposals.

End of Section 00200

WAIVER & RELEASE

(CIVILIAN CONTRACTOR/VENDOR BACKGROUND AUTHORIZATION FORM)

PERSONAL INFORMATION

FULL NAME:

TODAY'S DATE:

OTHER NAMES USED: (maiden, etc)

SOCIAL SECURITY NUMBER:

DATE OF BIRTH:

PLEASE CHECK ONE: White Black Hispanic Other

Height: Weight: Eye Color: Hair Color:

TELEPHONE NUMBER:

ADDRESS:

HOW LONG?

EMAIL ADDRESS:

PREVIOUS ADDRESS: (If resided less than 10 years at current address).

PROFESSIONAL AFFILIATION: (Medical, Construction, Volunteer, Clergy, Food Service, etc.) Lic. No.

COMPANY:

DRIVERS LICENSE NUMBER/STATE OF ISSUE:

I hereby authorize any party or agency contacted by the Dutchess County Sheriff's Office to furnish any information relative for the purpose of conducting a criminal background check as a condition for me to perform _____ services for and; at the Dutchess County Jail. (Medical, Mental Hygiene, Education, Food Service, Construction, etc.).

I fully understand that investigative background inquires are to be made on myself including criminal convictions, motor vehicles reports, sex offender registries, and other reports or information deemed pertinent. Further, I understand that you will be requesting information from various Federal, State and other agencies which maintain records concerning my past and present, relating to driving and criminal activity.

I understand that I will be granted access to the facilities of the Dutchess County Sheriff's Office, Division of Corrections on a **conditional** basis, pending a criminal record search. I also understand that this access can be revoked at any time without cause.

I, the undersigned, do release, discharge and hold harmless the County of Dutchess, the Dutchess County Sheriff, its officers, employees, agents and any and all departments thereof, from all causes of action, suits, liabilities, costs, claims and any related legal fees resulting from the investigation of my background. The above named individual, (under the heading "PERSONAL INFORMATION"), is my true and complete legal name and all information provided by me is true and correct to the best of my knowledge.

Applicant's Signature

Date

INSTRUCTIONS TO BIDDERS

PROJECT:

TEMPORARY HOMELESS SHELTER

PROJECT OWNER:

Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603
Tel. (845) 486-2925

Sealed bids for **RFB-DCB-01-24 Temporary Homeless Shelter** will be received by the Dutchess County Department of Public Works, at 626 Dutchess Turnpike, 1st Floor, Poughkeepsie, New York, 12603 until February 15, 2024, **at 11:00AM**, then publicly opened and read aloud. The successful Bidder, whose bid shall be subject to the approval of the Project Owner as to form and sufficiency, will be required to furnish bonds and insurance documentation as indicated below.

The successful Bidder shall provide a Performance and Payment/Labor & Material bonds in the amount indicated in the Notice of Award (100% of the contract amount) with the signed Contract and insurance, after approval of the Bonds. The date on the bonds shall be the contract start date.

The Successful Bidder will be required to enter into a formal contract agreement with the County of Dutchess. Bidders must acknowledge the insurance requirements by signing the "Statement of Understanding of Indemnification and Insurance Requirements". Insurance certificates must be submitted and approved by Dutchess County before the contract can be fully executed. **Any inquiry regarding the contract and insurance requirements must be submitted in accordance with the section titled QUESTIONS.**

The successful Bidder shall furnish the insurance documentation listed below with the signed Agreement within seven (7) business days from the date of receipt of the Agreement.

At all times during the term of this Agreement, the Contractor and his subcontractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- I) Worker's Compensation** Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:
- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
 - b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
 - If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided, and must indicate that prior to cancellation or material change of the policy, a thirty (30) day notice shall be given to the Certificate Holder.
 - c. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

II) Commercial General Liability

- a. Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability.
- c. The County must be listed as additional insured.
- d. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

III) Automobile Liability

- a. Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.
- b. This insurance shall include coverage for bodily injury and property damage.
- c. The County must be listed as additional insured.

IV) CERTIFICATE HOLDER AND ADDITIONAL INSURED SHALL BE NAMED AS:

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

v) Excess/Umbrella Liability

- a. with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.
- b. The County must be included as additional insured.

VI) The Acord form certificate of insurance must contain the following provisions:

- A. The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies.

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

- B. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.

- C. The commercial general and automobile policies are primary and noncontributory.
- D. The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- E. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- F. If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

VII) All policies of insurance referred to above

- a. shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.
 - i) In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.
- b. In addition, every policy required above shall be primary and noncontributory.
- c. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Contractor. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

VIII) Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

IX) Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

**Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601**

- a. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County.
 - i) Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the

Contractor concerning indemnification.

- b. All losses of County property shall be adjusted with and made payable directly to the County.
- c. All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.
- d. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

ARTICLE 1 - BIDDING DOCUMENTS

§ 1.1 COPIES

Bidders shall use complete sets of Bidding Documents in preparing Bids; the Project Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 1.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 1.2.1 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Project Owner at least five business days prior to the date for receipt of Bids.

§ 1.2.2 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 1.3 SUBSTITUTIONS / EQUIVALENT PRODUCTS

§ 1.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution/equivalent product.

§ 1.3.2 No equivalent product will be considered prior to receipt of bids unless written request for approval has been received by the Project Owner at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Project Owner's decision of approval or disapproval of a proposed substitution shall be final.

§ 1.3.3 If the Project Owner approves a proposed equivalent product prior to receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 1.4 ADDENDA

§ 1.4.1 Addenda will be transmitted to all parties identified on the list of plan holders maintained by the Project Owner.

§ 1.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 1.4.3 Addenda will be transmitted no later than twenty four (24) hours prior to the date for receipt of Bids except an Addendum withdrawing or postponing the Bid opening.

§ 1.4.4 Upon receipt of any and all Addenda, each Bidder shall confirm that he has received the Addenda issued by making note on the bid form where indicated.

ARTICLE 2 - BIDDING PROCEDURES

§ 2.1 PREPARATION OF BIDS

§ 2.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 2.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 2.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 2.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 2.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 2.1.6 Each copy of the Bid shall state the legal name of the Bidder Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 2.2 BID SECURITY

§ 2.2.1 Each Bid shall be accompanied by bid security (**Bid Bond, Certified Check or Official Bank Check made payable to the Dutchess County Commissioner of Finance**) or a letter of credit (in a form agreeable to Dutchess County) in the amount of 10% of the Bid amount. The Bidder pledges to enter into an Agreement with the Project Owner on the terms stated in the Bidding Documents and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract, fail to furnish such bonds, or fail to furnish acceptable insurance documentation, the bid security shall be forfeited to the Project Owner. The bid security shall not be forfeited to the Project Owner in the event the Project Owner fails to comply with Section 4.2 in the *Instructions to Bidders*.

§ 2.2.2 The bid bond shall be written in a form acceptable to the Project Owner, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 2.2.3 The Project Owner will return all bid security to the Bidders upon one of the following occurrences: (a) there is a fully-executed numbered Agreement between the Project Owner and successful bidder in place, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

§ 2.2.4 Bidder accepts all of the terms and conditions of the *Notice to Bidders* and *Instructions to Bidders*, including without limitation those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Award of contract will be made by the Project Owner to the lowest responsible Bidder meeting the requirements of the Project Owner and will be made within forty-five (45) days after the opening of the bids.

§ 2.3 SUBMISSION OF BIDS

§ 2.3.1 All copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Project Owner and shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed opaque envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 2.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 2.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 2.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 2.3.5 The following documents must be returned as a complete Bid in accordance with the Bidding Documents:

- **Completed Bid Proposal Form with Non-Collusive Bidding Certification**
- **Bid Bond, Certified Check, Official Bank Check or Letter of Credit for 10 percent (10%) of the total bid, made payable to the Dutchess County Commissioner of Finance.**
- **Signed Labor Standards**
- **Performance Bond and Insurance information**
- **Completed Contractors Qualifications Information**
- **Statement of Understanding of Indemnification and Insurance Requirements**

§ 2.4 MODIFICATION OR WITHDRAWAL OF BID

§ 2.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder within forty-five (45) days after the Bid opening.

§ 2.4.2 Prior to the time and date designated for receipt of Bids, the bidder or his agent may modify or withdraw the bid.

§ 2.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 3 - CONSIDERATION OF BIDS

§ 3.1 REJECTION OF BIDS

The Project Owner shall have the right to reject any or all Bids. A Bid not accompanied by the required bid security, other required documents, or is in any way incomplete or irregular is subject to rejection.

§ 3.2 ACCEPTANCE OF BID (AWARD)

It is the intent of the Project Owner to award an Agreement to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Project Owner shall have the right to waive informalities and irregularities in a Bid and to accept the Bid which, in the Project Owner's judgment, is in the Project Owner's best interest.

ARTICLE 4 - POST-BID INFORMATION

§ 4.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom an award of an Agreement is under consideration shall submit to the Project Owner, upon request, any information that will assist the Project Owner in determining the qualifications or character of the Bidder, including the status of prior or current projects, contact information for the Project Owners and/or stakeholders of such projects, and legal claims or actions, on-going or settled, relating to such projects.

§ 4.2 PROJECT OWNER'S FINANCIAL CAPABILITY

The Project Owner shall, at the request of the Bidder to whom award of an Agreement is under consideration, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Project Owner's obligations under the Agreement within five (5) business days from receipt of the request. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Project Owner and Contractor.

4.3 SUBMITTALS

Within forty-eight (48) hours after the Bids are opened, the two (2) apparent low bidders for each Prime contract must submit the required pre-award submittal package described below to the Construction manager via email:

1. Work force and work plan-Provide a detailed written Work Plan which shall demonstrate the Contractor's understanding of overall project scope and shall include, but not limited to the following:
2. Sequential listing of specific project activities required to successfully complete the Work of the Contract Documents.
 - a. Include schedule and list Critical Milestones.
 - b. Include phasing of the Work, if required.
 - c. Include listing of long lead items.
 - d. Statement that the Project can be completed in the established time.
 - e. Resumes for the Bidder's proposed supervisory staff, including qualifications for specialized expertise or any certification(s).
 - f. Any special coordination requirements with other trades.
 - g. Any special storage and staging requirements for construction materials.
 - h. Detailed Cost Estimate: A copy of a Detailed Cost Estimate outlined in CSI format by material and labor.
 - i. Copy of the most recent Financial Statement from CPA.
 - j. AIA A305- Qualification Form.
 - k. Required Insurance Certificates.
 - l. A designation of the work to be performed by the bidders' own forces.
 - m. Names of the principal products and systems proposed for the work and the manufacturers and suppliers of each.
 - n. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - o. Names, addresses, and phone numbers of the sub-contractors that the bidder proposes to use on the Project.
 - p. A description of its experience with at least five similar projects (completed in the last five years) of comparative size, complexity and cost together with documentary evidence showing that said projects were completed to the owner's satisfaction and were completed in a timely fashion listing type and scope of work. Provide names, addresses and current phone numbers of owners, architect and construction manager associated with each project.

RFB-DCB-01-24
Temporary Homeless Shelter

BIDDER'S SUBMISSION INCLUDES

| CHECK | DESCRIPTION |
|-------|---|
| | 00300 SIGNED AND FILLED OUT BID PROPOSAL FORM WITH NON-COLLUSION |
| | PW-4 SIGNED LABOR STANDARDS & APPRENTISHIP |
| | PW-3 STATEMENT OF UNDERSTANDING OF INDEMNIFICATION AND INSURANCE REQUIREMENTS |
| | BID BOND |
| | 00485 PERFORMANCE BOND INFORMATION |
| | 00490 INSURANCE INFORMATION FORM |
| | CONTRACTOR QUALIFICATIONS INFORMATION |

SECTION 00300 GC - BID FORM – General Construction

FOR: RFB-DCB-01-24 Temporary Homeless Shelter

OWNER: Dutchess County

MAIL BIDS TO: Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, New York 12603

FROM

| | |
|-----------------------|---------------------|
| Name of Bidder | Bid Opening Date |
| Street | |
| City, State, Zip Code | |
| Telephone | |
| Fax No. | |
| Email | |

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within one hundred twenty (120) days after the opening of the bids. When award is made, the successful Bidder's collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than one hundred twenty (120) days after the opening of the bid, all Bidders' collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged):

| Addendum No. | Date |
|--------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- D. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- E. BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.

4. BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

A. BASE BID:

The Work of Project is defined by the Contract Documents and consists of the following:

The conversion of existing Jail building to a homeless shelter, work including selective demolition, reconstruction, alterations to the existing Jail building.

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

_____,
 Insert Company Name

hereby propose to furnish all labor, supplies, materials, and equipment for GENERAL CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled Temporary Homeless Shelter, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

_____ Dollars (\$ _____)

B. ALLOWANCE(S):

ALL Allowances to be included in the base bid:

Allowance No. GC-1: Contractor shall include a contingency allowance of SIXTY-NINE THOUSAND DOLLARS 00/100 (\$69,000.00) for use according to the Owner’s Instructions.

1. See section 012100-Allowances for what is included in all allowances.

Allowance No. GC-2: VCT Floor Tile- in addition to the base bid flooring work identified on the drawing the Contractor shall include in their base bid an allowance of 1000 sf for additional installed VCT Floor Tile (Includes substrate prep and 3/8” self-leveler).

_____ Dollars (\$ _____)

Allowance No. GC-3: Acoustic Ceiling Grid / Tile- in addition to the base bid ceiling work identified on the drawings the Contractor shall include in their base bid an allowance of 500 sf for additional installed acoustic ceiling tile grid.

_____ Dollars (\$ _____)

Allowance No. GC-4: Acoustic Ceiling Tile Replacement- in addition to the base bid ceiling work identified on the drawings the Contractor shall include in their base bid an allowance of 500 sf for additional acoustic ceiling tile replacement.

_____ Dollars (\$ _____)

Allowance No. GC-5: Wall Surface Preparation and Touchup Paint - in addition to the base bid work identified on the drawings the Contractor shall include in their base bid an allowance of 2500 sf Surface Preparation and Touch-up Paint.

_____ Dollars (\$ _____)

C. ALTERNATES:

Add Alternate No.GC-1: DOOR AND RAILING PAINTING - Will include the proper surface preparation, priming and painting of all sides of existing metal doors, metal door frames (not including access panels) and stair handrails, guardrails and rail panels and associated metal components, with a 3-coat water-based primer and urethane coating system in accordance with the interior painting specification, Section 099000, at the following locations:

Second and Third Floor levels of Men 207, including all B-type sleeping room doors.

Second and Third Floor levels of Women 201, including all A-type sleeping room doors.

Suite 104Q, including all sleeping rooms H-P

Code Blue Suite 116, including all sleeping rooms A-J.

Initial Paint Color Schedule:

Metal Frames and Stair Railing Assembly: Sherwin-Williams, Distance, SW 6243

Metal Doors: Sherwin-Williams, Resolute Blue, SW 6507

Submission of 8" x 10" paint samples showing color and sheen will be required for Owner approval and potential reselection.

_____ Dollars (\$ _____)

Add Alternate No.GC-2: FLOOR PAINTING -Will include the proper surface preparation and painting of all sleeping room existing concrete floors. Existing floors must be clean, dry, and free of wax and oils. Any residual adhesives or foreign materials must be removed prior to the primer and finish paint application. Concrete floors will be finished with a 2-coat latex, concrete (non-vehicular) painting system in accordance with the interior painting specification, Section 099000, at the following locations:

- Second and Third Floor Men 207, B-type sleeping room floors.

- Second and Third Floor Women 201, A-type sleeping room floors.

- Suite 104Q, sleeping rooms H-P floors.

- Code Blue Suite 116, sleeping rooms A-J floors.

Paint Color Schedule:

Concrete Floors: Sherwin-Williams, Sage, SW 2860

Submission of 8" x 10" paint samples showing color and sheen will be required for Owner approval and potential reselection.

_____ Dollars (\$ _____)

Add Alternate No.GC3: FLOOR PAINTING - Will include the proper surface preparation and painting First Floor former holding cell rooms with existing concrete floors. Existing floors must be clean, dry, and free of wax and oils. Any residual adhesives or foreign materials must be removed prior to the primer and finish paint application. Concrete floors will be finished with a 2- coat latex, concrete (non-vehicular) painting system in accordance with the interior painting specification, Section 099000, at the following locations:

- Intake areas: 115, 117, 119, 121.

- Rooms 118, 120, 122, 124

- Rooms 103B through H, and 103A, 103AA

Paint Color Schedule:

Concrete Floors: Sherwin-Williams, Pavestone, SW 7642

Submission of 8" x 10" paint samples showing color and sheen will be required for Owner approval and

potential reselection.

_____ Dollars (\$ _____)

D. UNIT PRICES

Unit Price No. 1 - VCT Floor Tile

- a. Description: Supply & install all material and labor for VCT Floor Tile/ adhesive to be used as a add or deduct from base bid quantities. Including leveling up to 3/8”
- b. Unit of Measure: per square foot

_____ Dollars / per square foot (\$ _____/SF)

Unit Price No. 2 – Acoustic Ceiling grid/Tile

- a. Description: Supply & install all material and labor for Acoustic Ceiling Grid/ Tile to be used as an add or deduct from base bid quantities.
- b. Unit of Measure: per square foot

_____ Dollars / per square foot (\$ _____/SF)

Unit Price No. 3 – Acoustic Tile Replacement

- a. Description: Remove existing Acoustical Ceiling tile and install new Acoustic Ceiling Tile, to be used as an add or deduct from base bid quantities.
- b. Unit of Measure: per square foot

_____ Dollars / per square foot (\$ _____/SF)

Unit Price No. 4 – Wall Surface Preparation and Touch up Paint

- a. Description: Surface Preparation and Touch up Paint
- b. Unit of Measure: per square foot

_____ Dollars / per square foot (\$ _____/SF)

The base bid or allowances may be increased or decreased by change order or allowance authorizations based upon documented field conditions. the unit price indicated above shall be utilized to adjust the contract or allowance, if quantity of work is between 75 and 125 percent of the original contract quantity. If contract quantities are decreased or increased above and beyond percentages mentioned above, a new unit price will be negotiated.

- 5. BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
- 6. BIDDER agrees that the Work will be complete in accordance with the Milestone Schedule attached to the Owner/ Contractor Agreement.

7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY

The bidder certifies, under penalty of perjury, that it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor Law.

1. NON-COLLUSION CERTIFICATION

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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

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

2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed _____

By _____

Dated _____

Bid submitted by: Name: _____

Address: _____

Phone: _____

Fax #: _____

Email: _____

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

If BIDDER is an INDIVIDUAL

By: _____
(signature)

(print or type individual's name, & title if applicable)

Doing Business As: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is a PARTNERSHIP

(print or type firm name)

By: _____
(signature of general partner)

(print or type partner's name & title)

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is a CORPORATION

(print or type the Corporation's name)

(state of incorporation)

By:

(signature of president or vice-president, see Instructions to Bidders)

(print or type name & title) (Corporate Seal)

Attest (by corporate secretary or assistant secretary):

(signature)

(name & title)

Business Address:

Phone No.:

Fax No.:

If BIDDER is a JOINT VENTURE

(print or type firm name of joint venture)

(signature) (name & title)

Business Address:

Phone No.:

Email:

(signature) (name & title)

Business Address:

Phone No.:

Email:

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

SECTION 00300 EC - BID FORM – Electrical Contractor

FOR: RFB-DCB-01-24 Temporary Homeless Shelter

OWNER: Dutchess County

MAIL BIDS TO: Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, New York 12603

FROM

Name of Bidder

Bid Opening
Date

Street

City, State, Zip Code

Telephone

Fax No.

Email

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within one hundred twenty(120) days after the opening of the bids. When award is made, the successful Bidder’s collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than one hundred twenty (120) days after the opening of the bid, all Bidders’ collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged):

| Addendum No. | Date |
|--------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- D. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- E. BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.

4. BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

A. BASE BID:

The Work of Project is defined by the Contract Documents and consists of the following:

The conversion of existing jail building to a homeless shelter, work including selective reconstruction, alterations to electrical systems of existing Jail building

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

_____,
 Insert Company Name

hereby propose to furnish all labor, supplies, materials, and equipment for ELECTRICAL CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled Temporary Homeless Shelter, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

_____ Dollars (\$ _____)

B. ALLOWANCE(S)

ALL Allowances to be included in the Base Bid:

Allowance No. EC-1: Contractor shall include a contingency allowance of SIXTY-SEVEN THOUSAND DOLLARS 00/100 (\$67,000.00) for use according to the Owner’s Instructions.

1. See section 012100-Allowances for what is included in all allowances.

Allowance No. EC-2: ¾” EMT / Cat 6 Voice/Data Cabling and Terminations: – In addition to the base bid raceway with cabling indicated, Contractor shall include in their base bid an additional allowance of 500 lf of new ¾” EMT / Cat 6 Voice/Data Cabling and Terminations, install & commission as per the specifications.

_____ Dollars (\$ _____)

C. ALTERNATES

Not Applicable

D. UNIT PRICES

Unit Price No. 1 : 3/4" EMT CAT 6 Voice/Data Cabling and Terminations

- a. Description: 3/4" EMT Raceway, Voice/Data cabling and terminations supply, install and commission to be used as an add or a deduct from base bid quantities
- b. Unit of Measurement: per linear foot

_____ Dollars / per linear foot (\$ _____ /LF))

Unit Price No. 2: Luminaire Relamping

- a. Description: F32T8 Lamp Supply and Install to be used as an add or a deduct from the base bid quantities
- b. Unit of Measurement: Each

_____ Dollars / each (\$ _____ /each))

The base bid or allowances may be increased or decreased by change order or allowance authorizations based upon documented field conditions. the unit price indicated above shall be utilized to adjust the contract or allowance, if quantity of work is between 75 and 125 percent of the original contract quantity. If contract quantities are decreased or increased above and beyond percentages mentioned above, a new unit price will be negotiated.

- 5. BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
- 6. BIDDER agrees that the Work will be complete in accordance with the Project Master Schedule attached to the Owner/Contractor Agreement.

7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY

The bidder certifies, under penalty of perjury, that it has it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor L

1. NON-COLLUSION CERTIFICATION

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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

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

2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed _____

By _____

Dated _____

Bid submitted by: Name: _____

Address: _____

Phone: _____

Fax #: _____

Email: _____

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

If BIDDER is an INDIVIDUAL

By: _____
(signature)

(print or type individual's name, & title if applicable)

Doing Business As: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is a PARTNERSHIP

(print or type firm name)

By: _____
(signature of general partner)

(print or type partner's name & title)

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is a CORPORATION

(print or type the Corporation's name)

(state of incorporation)

By:

(signature of president or vice-president, see Instructions to Bidders)

(print or type name & title) (Corporate Seal)

Attest (by corporate secretary or assistant secretary):

(signature)

(name & title)

Business Address:

Phone No.:

Fax No.:

If BIDDER is a JOINT VENTURE

(print or type firm name of joint venture)

(signature) (name & title)

Business Address:

Phone No.:

Email:

(signature) (name & title)

Business Address:

Phone No.:

Email:

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

SECTION 00300 MC - BID FORM – Mechanical Contractor

FOR: RFB-DCB-01-24 Temporary Homeless Shelter

OWNER: Dutchess County

MAIL BIDS TO: Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, New York 12603

FROM

Name of Bidder

Bid Opening
Date

Street

City, State, Zip Code

Telephone

Fax No.

Email

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within one hundred twenty (120) days after the opening of the bids. When award is made, the successful Bidder's collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than one hundred twenty(120) days after the opening of the bid, all Bidders' collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged):

| Addendum No. | Date |
|--------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- D. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- E. BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.

4. BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

A. BASE BID:

The Work of Project is defined by the Contract Documents and consists of the following:

The conversion of existing jail building to a homeless shelter, work including reconstruction, alterations to HVAC systems of existing Jail building

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

_____,
 Insert Company Name

hereby propose to furnish all labor, supplies, materials, and equipment for MECHANICAL CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled Temporary Homeless Shelter, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

_____ Dollars (\$ _____)

B. ALLOWANCE(S)

ALL Allowances to be included in Base Bid

Allowance No. MC-1: Contractor shall include a contingency allowance of SIXTY-SEVEN THOUSAND DOLLARS 00/100 (\$67,000.00) for use according to the Owner’s Instructions.

- 1. See section 012100-Allowances for what is included in all allowances..

C. ALTERNATES
 Not Applicable

D. UNIT PRICES
 Not Applicable

The base bid or allowances may be increased or decreased by change order or allowance authorizations based upon documented field conditions. the unit price indicated above shall be utilized to adjust the contract or allowance, if quantity of work is between 75 and 125 percent of the original contract quantity. If contract quantities are decreased or increased above and beyond percentages mentioned above, a new unit price will be negotiated.

5. BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
6. BIDDER agrees that the Work will be complete in accordance with the Project Master Schedule attached to the Owner/Contractor Agreement.

7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY

The bidder certifies, under penalty of perjury, that it has it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor L

1. NON-COLLUSION CERTIFICATION

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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

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

2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed _____

By _____

Dated _____

Bid submitted by: Name: _____

Address: _____

Phone: _____

Fax #: _____

Email: _____

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

If BIDDER is an INDIVIDUAL

By: _____
(signature)

(print or type individual's name, & title if applicable)

Doing Business As: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is a PARTNERSHIP

(print or type firm name)

By: _____
(signature of general partner)

(print or type partner's name & title)

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is a CORPORATION

(print or type the Corporation's name)

(state of incorporation)

By:

(signature of president or vice-president, see Instructions to Bidders)

(print or type name & title) (Corporate Seal)

Attest (by corporate secretary or assistant secretary):

(signature)

(name & title)

Business Address:

Phone No.:

Fax No.:

If BIDDER is a JOINT VENTURE

(print or type firm name of joint venture)

(signature) (name & title)

Business Address:

Phone No.:

Email:

(signature) (name & title)

Business Address:

Phone No.:

Email:

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

SECTION 00300 PC - BID FORM – Plumbing Contractor

FOR: RFB-DCB-01-24 Temporary Homeless Shelter

OWNER: Dutchess County

MAIL BIDS TO: Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, New York 12603

FROM

Name of Bidder

Bid Opening
Date

Street

City, State, Zip Code

Telephone

Fax No.

Email

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Notice to Bidders, Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Award of contract will be made by the Owner to the lowest responsible Bidder meeting the requirements of the Owner and will be made within one hundred twenty (120) days after the opening of the bids. When award is made, the successful Bidder's collateral only, will be retained until the executed agreement, executed performance and labor and material payment bonds and acceptable Certificate of Insurance have been delivered. Should the award be delayed more than one hundred twenty (120) days after the opening of the bid, all Bidders' collateral shall be returned, unless such delay is from causes beyond the control of the Owner. BIDDER will sign and submit the Agreement in accordance with Instruction to Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the Bidding Documents and the following addenda (receipt of which is hereby acknowledged):

| Addendum No. | Date |
|--------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site, that affect the cost, schedule, performance or furnishing of the Work.
- D. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- E. BIDDER has given ARCHITECT/ENGINEER written notice of all conflicts, errors, omissions or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to BIDDER.

4. BIDDER will complete the work for the following price(s). If there are multiple primes or multiple contracts, the Owner may accept Bids, separately or in any combination, at its sole discretion:

A. BASE BID:

The Work of Project is defined by the Contract Documents and consists of the following:

The conversion of existing jail building to a homeless shelter, work including reconstruction, plumbing systems of existing Jail building

Pursuant to, and in compliance with the specifications herein described and including any Addenda issued by Dutchess County and mailed or delivered to the undersigned prior to the opening of Bids, whether received by the undersigned or not, we,

_____,
 Insert Company Name

hereby propose to furnish all labor, supplies, materials, and equipment for PLUMBING CONTRACTOR work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled Temporary Homeless Shelter, to the satisfaction and approval of Dutchess County in accordance with the terms and conditions of the Contract Documents for the following sum:

_____ Dollars (\$ _____)

B. ALLOWANCE(S)

ALL Allowances to be included in the Base Bid:

Allowance No. PC-1: Contractor shall include a contingency allowance of FORTY-SEVEN THOUSAND DOLLARS 00/100 (\$47,000.00) for use according to the Owner's Instructions.

- 1. See section 012100-Allowances for what is included in all allowances.

C. ALTERNATES

Not Applicable

D. UNIT PRICES

Not Applicable

The base bid or allowances may be increased or decreased by change order or allowance authorizations based upon documented field conditions. the unit price indicated above shall be utilized to adjust the contract or allowance, if quantity of work is between 75 and 125 percent of the original contract quantity. If contract quantities are decreased or increased above and beyond percentages mentioned above, a new unit price will be negotiated.

5. BIDDER agrees to commence work immediately upon receipt of an executed Notice to Proceed.
6. BIDDER agrees that the Work will be complete in accordance with the Project Master Schedule attached to the Owner/Contractor Agreement.

7. APPRENTICESHIP PROGRAM, CERTIFICATION AND COUNTY PROCUREMENT POLICY

The bidder certifies, under penalty of perjury, that it has it has in place, or will have at the time of entering into a Contract, appropriate apprenticeship agreements registered with the NYS Department of Labor. The County requires proof of this program to be submitted with the bid.

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a value in excess of \$250,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with the NYS Department of Labor in accordance with Article 23 of the Labor L

1. NON-COLLUSION CERTIFICATION

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

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

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

2. IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

As required by Section 103-g of New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

CERTIFICATION SIGNATURE(S) FOR 1 AND 2:

Signed _____

By _____

Dated _____

Bid submitted by: Name: _____

Address: _____

Phone: _____

Fax #: _____

Email: _____

The undersigned Bidder further agrees to comply with all the requirements as to conditions of employment, wage rates and hours as set forth by statute.

If BIDDER is an INDIVIDUAL

By: _____
(signature)

(print or type individual's name, & title if applicable)

Doing Business As: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is a PARTNERSHIP

(print or type firm name)

By: _____
(signature of general partner)

(print or type partner's name & title)

Business Address: _____

Phone No.: _____

Fax No.: _____

If BIDDER is a CORPORATION

(print or type the Corporation's name)

(state of incorporation)

By:

(signature of president or vice-president, see Instructions to Bidders)

(print or type name & title) (Corporate Seal)

Attest (by corporate secretary or assistant secretary):

(signature)

(name & title)

Business Address:

Phone No.:

Fax No.:

If BIDDER is a JOINT VENTURE

(print or type firm name of joint venture)

(signature) (name & title)

Business Address:

Phone No.:

Email:

(signature) (name & title)

Business Address:

Phone No.:

Email:

(Each joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

LABOR STANDARDS NOTICE

I, Robert H. Balkind, P.E., Commissioner of the Department of Public Works, Dutchess County, New York, pursuant to Section 220 of the Labor Law of the State of New York, does hereby determine that the following is the schedule of wages and supplements to be paid for the following trades or occupations in connection with **Temporary Homeless Shelter**.

Section 220 of the Labor Law, as amended, provides among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen, and mechanics employed on public works projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to the employees.

Section 220 of the Labor Law, as amended, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality...". The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the industrial Commissioner may require the Contractor to provide additional supplements. The Contractor shall provide statutory benefits for disability benefits, workers' compensation, unemployment insurance and social security.

REQUIRED 10 HOUR TRAINING

All laborers, workers and mechanics employed by a contractor, subcontractor or other person doing or contracting to do the whole or part of the work, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration for all contracts for construction, reconstruction, maintenance and/or repair of public work in excess of two hundred and fifty thousand dollars (\$250,000.00). This requirement is in pursuant to NYS Labor Law Section 220-h. Rules and regulations are available on the NYSDOL website.

APPRENTICESHIP PROGRAMS

The County of Dutchess requires that any contractor or subcontractor have, prior to entering into a contract for the process of building, renovating or demolishing a public building owned, operated and maintained by the County of Dutchess, with a discreet contract or sub-contract value in excess of \$250,000.00, and certain bridge construction contracts in excess of \$500,000.00, apprenticeship agreements appropriate for the type and scope of work to be performed and which have been registered with NYS Department of Labor in accordance with Article 23 of the Labor Law. This policy shall not apply to any Construction Contracts utilizing federal, state, county, or other funding assistance to the extent the terms of such funding assistance precludes the application of this policy and shall not apply to any Construction Contract where another governmental entity is also a signatory to the contract, or to an intermunicipal agreement relating to the contract, unless such other entity agrees to be bound by the provisions of this policy.

ENFORCEMENT OF LABOR LAW SECTION 220

In addition to any enforcement actions taken by the Federal or the New York State Departments of Labor, the Dutchess County District Attorney's Office shall pursue enforcement of violations of New York State Labor Law Section 220, conviction of which is punishable by fine or imprisonment, or both. This LABOR STANDARDS NOTICE MUST be returned to the Project Owner attached to the Bid. Failure to submit the signed notice may result in a bid being deemed incomplete and rejected.

ACCEPTANCE OF NOTICE

In preparing the attached bid, I (we) have read, understand and acknowledge this LABOR STANDARDS NOTICE and if awarded this bid, I (we) shall comply with all Federal, State and Local wage and labor requirements, including Section 220 of the Labor Law, and the Dutchess County Procurement Policy.

Date: _____

Company Name: _____

By: _____

Title: _____

**STATEMENT OF UNDERSTANDING OF
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR
RFB-DCB-01-24**

I (We) have read the Indemnification and Insurance requirements cited in the subject Sample Agreement section 8 of the Request for Bids or Proposals and understand the obligations thereof. These requirements have been reviewed with our insurance agent and/or legal counsel and it was determined that the Indemnification and Insurance requirements are acceptable. Upon receipt of a designation from the County of Dutchess to perform the services described in the subject RFB or RFP, I (we) intend to enter into an agreement with the County of Dutchess that will include the Indemnification and Insurance requirements as stated within the RFB or RFP.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Authorized Official Submitting Proposal: _____
Signature

Print Name

Date: _____

THIS COMPLETED FORM MUST BE INCLUDED WITH YOUR PROPOSAL

BID BOND

Bond No: xxxxxxxx

CONTRACTOR:

(Name, legal status and address)

XXXXXXXXXXXXXXXXXXXX

Address

City, State, Zip

SURETY:

(Name, Legal status and principal place of business)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Address

City, State, Zip

OWNER:

(Name, legal status and address)

Dutchess County Department of Public Works

22 Market St

Poughkeepsie, NY 12601

BOND AMOUNT: XXXXXXXXXXXXXXXXXXXXXXXX

PROJECT:

(Name, Location or address and Project number, if any)

RFB-DCX-xx-xx Project Title

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a Subcontractor's bid to a Contractor, the term Contractor I this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this xxxxxx day of xxxxxxxxxxxxxxxxxxxx, 20xx

Company Name: xxxxxxxxxxxxxxxxxxxxxxxx

(Principal) Print Name (seal)

(Witness)

(Title)

Surety Name: xxxxxxxxxxxxxxxxxxxxxxxx

(Surety) name (seal)

(Witness)

(Title)

ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF)
COUNTY OF) SS

On this day of, before me personally appeared
..... to be known, who, being by me duly sworn, did dispose and
say; that he/she resides at that he/she is the
..... of the corporation described in and which executed the within
insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate
seal; that is was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like
order.

ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM

STATE OF)
COUNTY OF) SS

On this day of, before me personally appeared
..... to me know to be (the individual) (one of the firm
of), described in and who executed the within instrument and he/she
thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF)
COUNTY OF) SS

On this, before me personally came
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
.....; that he/she is the Attorney-In-Fact of the
..... the corporation described in which
Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that is was so affixed by the Board of Directors of said corporation; and that
He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of
Insurance of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to
..... his/her certificate of qualification evidencing the qualification of said Company
and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and
approving it as such; and that such certificate has not been revoked.

.....
Notary Public

XXXXXXXXXX XXXXXXXX INSURANCE COMPANY

XXXXXXXX, STATE

Financial Statement, xxxxxx xx, 20xx

Statutory Basis

ASSETS

| | |
|---------------------------------|----------------------|
| U.S. Governmental Bonds | \$xxxxxx.xx |
| Bonds of Other Governments | \$xxxxxx.xx |
| State, County Municipal | |
| Miscellaneous Bonds | \$xxxxxx.xx |
| Stocks | \$xxxxxx.xx |
| Short Term Investments | <u>\$xxxxxx.xx</u> |
| | <u>\$xxxxxx.xx</u> |
| Real Estate | \$xxxxxx.xx |
| Cash | \$xxxxxx.xx |
| Agents' Balances (under 90 Day) | \$xxxxxx.xx |
| Other Invested Assets | \$xxxxxx.xx |
| | <u>\$xxxxxxxx.xx</u> |
| Miscellaneous | <u>\$xxxxxx.xx</u> |
| Total Admitted Assets | <u>\$xxxxxx.xx</u> |
| | <u>\$xxxxxxxx.xx</u> |

LIABILITIES

| | |
|-----------------------------------|--------------------|
| Reserve for Claims | |
| and Claim Expense | \$xxxxxx.xx |
| Reserve for Unearned Premiums | \$xxxxxx.xx |
| Reserve for Taxes, License | |
| and Fees | \$xxxxxx.xx |
| Miscellaneous Liabilities | <u>\$xxxxxx.xx</u> |
| Total Liabilities | <u>\$xxxxxx.xx</u> |
| Capital Paid In | \$xxxxxx.xx |
| Surplus | <u>\$xxxxxx.xx</u> |
| Surplus as regards Policy Holders | |
| Total Liabilities, Capital | |
| and Surplus | |

STATE OF XXXXXXXX)
COUNTY OF XXXXXXXX)
CITY OF XXXXXXXXXXXX)

Xxxxxxx, Title and xxxxxxxx, Title of the xxxxxxxxxxxx Insurance Company, being duly sworn, each
deposes
and say that the foregoing is a true and correct statement of the said company's financial condition as of
xxxx, xx, 20xx.

Subscribed and sworn to before me
this xxx day of xxxxxx 20xx.

SEAL

Name & title

XXXXXXXXXX
Notary Public

Name & Title

SECTION 00485 - PERFORMANCE BOND INFORMATION FORM

(To be completed and submitted with Bid Forms by all Bidders.)

Project Location _____

Name of Contact _____

Name of Contractor _____

Address _____

Bonding Company or Person Issuing Security Bond _____

Address _____

Bonding Company Agent _____

Address _____

Amount of Bond* \$ Contract Price As Awarded

Duration of Bond* One Year After Date of Final Payment

Identification Number of Bond Assigned When Bond is Furnished

* Amount and duration of bond are in accordance with the General Conditions and any applicable Supplementary Conditions.

END OF SECTION 00485

SECTION 00490 - INSURANCE INFORMATION FORM

(To be completed and submitted with Bid Forms by all Bidders.)

Project Location _____

Name of Contact _____

Name of Contractor _____

Address _____

Insurance Company or Companies Issuing Project Insurance _____

Address _____

Insurance Company Agent _____

Address _____

* Amounts of insurance are in accordance with the General Conditions and must be approved by the Dutchess County Director of Risk Management.

** Bidders are required to furnish said insurance documentation within five (5) days from date of the Notice of Award letter. Failure to do so will give the County the option to deem the bidder non-responsive and the County may seek the next lowest bidder. Failure to submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.

*** See attached *Sample Insurance*.

END OF SECTION 00490

CONTRACTOR QUALIFICATION INFORMATION

Company Name _____
Address _____

Corporation ()
Partnership ()
Individual ()
Joint Venture ()
Other ()

Name of Project: **TEMPORARY HOMELESS SHELTER**
BID NO. RFB-DCB-01-24

1.0 BIDDER'S QUALIFICATION

Bidders shall provide references evidencing successful completion of at least three projects of similar scope and type of work within the last five years. Contact name and information for projects shall be provided and references will be checked to confirm that each project was completed with good performance, without poor workmanship or detrimental work relationship with the owner/engineer. Bidder's references evidencing poor workmanship, poor performance or detrimental relationships with the owner/engineer may be grounds for rejecting the bidder.

2.0 ORGANIZATION

2.1 How many years has your organization been in business?

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

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

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

2.3.1 Date of Incorporation:

2.3.2 State of Incorporation:

2.3.3 President's name:

2.3.4 Vice-Presidents name:

2.3.5 Secretary's name:

2.3.6 Treasurer's name:

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

2.4.1 Date of organization:

2.4.2 Type of partnership: (if applicable)

2.4.3 Name(s) of general partner(s):

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

2.5.1 Date of Organization:

2.5.2 Name of Owner:

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

3.0 LICENSING

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

4.0 EXPERIENCE

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

4.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

- 4.2.1 Has your organization ever failed to complete any work awarded to it?
- 4.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 4.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
- 4.3 Within the last five 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 yes, please attach details.)
- 4.4 Please list major construction projects your organization has in progress, giving the name of the project, owner, contract amount, percent complete and scheduled completion date.
- 4.5 Please list the major projects your organization has completed in the past five years.

SIGNATURE

Date _____

I certify that the above information is true and correct.

Signature

Title

Material/Equip Listing 00450

Post Bid Requirements 00500

Subcontracting Listing 00510.1

Subcontractor other 00510.2

Lump Sum 00520

Substitution Listing 00530

SECTION 00450 - MATERIALS AND EQUIPMENT SUPPLIER LISTING

List the name of the supplier (and manufacturer if different) that you propose for the particular material and equipment designated below. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of suppliers is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 1.3 of the Instructions to Bidders. Additional data on proposed suppliers may be requested from selected Bidders after the Bid Opening in accordance with Article 1.3.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

END OF SECTION 00450

SECTION 00500 – POST BID REQUIREMENTS (BID CONTRACTOR EVALUATION FORMS)

FOR: RFB-DCB-01-24 Temporary Homeless Shelter

**TO: Dutchess County Department of Public Works
626 Dutchess Turnpike, Poughkeepsie, NY 12603**

FROM

Name of Bidder

Date Bid

Address

Telephone

Fax No.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Within 48 hours of notification by Owner, requested contractor will submit the following information:
 - A. 00510.2 – Subcontractor Listing (other than Plumbing, HVAC, and Electrical)
 - B. 00520 – Lump Sum Bid Breakdowns.

END OF SECTION 00500

SECTION 00510.2 - SUBCONTRACTOR LISTING (other than Plumbing, HVAC, and Electrical)

Do you plan to subcontract any part of the Work?

YES _____ NO _____ If YES, list the name and address of all Subcontractors that you propose to use. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of subcontractors is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 6.3 of the Instructions to Bidders. Additional data on proposed Subcontractors may be requested from selected Bidders after the Bid Opening in accordance with Article 6.3.

| | Subcontractor Name and Address | Trade |
|----|--------------------------------|-------|
| 1. | _____ | _____ |
| | _____ | |
| | _____ | |
| | _____ | |
| 2. | _____ | _____ |
| | _____ | |
| | _____ | |
| | _____ | |
| 3. | _____ | _____ |
| | _____ | |
| | _____ | |
| | _____ | |
| 4. | _____ | _____ |
| | _____ | |
| | _____ | |
| | _____ | |
| 5. | _____ | _____ |
| | _____ | |
| | _____ | |
| | _____ | |
| 6. | _____ | _____ |
| | _____ | |
| | _____ | |
| | _____ | |

END OF SECTION 00510.2

SECTION 00530 – SUBSTITUTIONS/EQUIVALENT PRODUCTS LISTING

Do you plan to make substitutions for equivalent products in lieu of specified materials for any part of the Work?

YES _____ NO _____ If YES, list each substitution/equivalent products that you propose to use. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of substitutions/equivalent products is required of all Bidders as part of their Bid.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

END OF SECTION 00530

Sample:

Notice of Award

Dutchess County Agreement

Notice to Proceed

Payment & Performance Bonds

SAMPLE
FORM 00600 - NOTICE OF AWARD

TO: CONTRACTOR
STREET ADDRESS
CITY STATE ZIP

RE: RFB-DCB-XX-XX Project Name

Dear: NAME

You are hereby notified that your bid has been accepted for the referenced project in the amount of:

| | |
|--|----|
| BASE BID: | \$ |
| ALTERNATES (IF APPLCABLE) | \$ |
| TOTAL CONTRACT AMOUNT (BASE BID & ALTERNATES): | \$ |
| | |

You are required under the terms of the Instructions to Bidders to execute an Agreement and furnish the required certificates of insurance.

As the Awarded Bidder, you are required to furnish said insurance documentation within five (5) days from date of this letter. Failure to do so will give the County the option to deem the bidder non-responsive and the County may seek the next lowest bidder. Failure to submit acceptable insurance documentation will also result in forfeiture of Bid Security. The Owner will be entitled to such other rights as may be granted by law.

The Awarded Bidder shall provide Owner with Performance, Payment and Labor/Material bonds, all in the full monetary amount as indicated in the *Total Contract Amount (Base Bid & Alternates, if any)*. Copies of the proposed Bonds shall be submitted to Owner for review and approval prior to actual submission. The approved bonds shall then be submitted along with the return of the signed contract, accepted Notice of Award, and insurance certificates.

You are required to return an acknowledged copy of this Notice of Award to the Project Owner.

Date _____.

By: _____
Robert H. Balkind, P.E.
Commissioner of Public Works

ACCEPTANCE OF NOTICE

Receipt and acceptance of the foregoing Notice of Award is hereby **acknowledged** by:

Company Name

Date _____

By: _____

Title: _____

End of Section 00600

DC-A132™ - 2023

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the ____ day of _____ in the year ____

BETWEEN the Owner:

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

and the Contractor:

Contractor Name
Address

for the following Project:

RFB-DCH-xx-xx Title and location

The Construction Manager:

Company Name
Address

The Architect:

Company Name
Address

The Owner and Contractor agree as follows.

Term: This Agreement shall be effective **DATE** and shall terminate on **DATE**. This contract may be extended for additional periods upon such terms and conditions as may be agreed between the parties.

From Section §4.2, the total amount of the Agreement (with Allowance) is **\$xxxx**

TABLE OF ARTICLES

| | |
|---|--|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | TERMINATION OR SUSPENSION |
| 8 | MISCELLANEOUS PROVISIONS |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS |

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

Date, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.4 Final Completion of the project, or any Portion Thereof,

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve final completion of the entire work of this Contract:

(Check one of the following boxes and complete the necessary information.)

Not later than **xxxxx (xxx)** calendar days from the date of commencement of the Work.

By the following date:

§ 3.4.2 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, Architectural charges, Engineering charges, and Construction Management charges if any, may be assessed.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **amount written out AND 00/100 DOLLARS (\$xxxx)**, subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|------|-------|

§ 4.2.3 Allowances, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|------|-------|

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, no later than forty-five days (45) as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 45 days after the Construction Manager receives the Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Each allowance shall be shown as a separate line item on the schedule of values.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with the General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions of the Contract for Construction, Construction Manager as Adviser Edition;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of General Conditions of the Contract for Construction, Construction Manager as Adviser Edition ; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.4.4 The contractor shall advise the County in writing of all outstanding billing for each year of the agreement term on or before January 30th. The Contractor shall submit all invoices to the County on or before February 15th. The Contractor's failure to comply with the County's end of the year billing procedures outlined herein may result in invoices not being paid.

§ 5.1.5 Retainage

§ 5.1.5.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold five percent (5%) , as retainage, from the payment otherwise due:

§ 5.1.5.2 Retainage shall be released upon final completion of the Work and receipt of all closeout documents in accordance with Section 5.2.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect, and
- .3 the following closeout documents have been received, and approved:
 - a. AIA Document G704 – Certificate of Substantial Completion

- b. AIA Document G706 – Contractor’s Affidavit of Payment of Debts and Claims
- c. AIA Document G706A – Contractor's Affidavit of Release of Liens
- d. AIA Document G707 – Consent of Surety to Final Payment
- e. Certificate of Final Acceptance
- f. NYS Labor Law section 220a – Prime Contractor’s Certification
- g. Operation and Maintenance Manuals
- h. All documents, insurance, warranty data required by the contract documents

§ 5.2.1.2 The Owner’s final payment to the Contractor shall be made no later than 45 days after the issuance of the final Certificate for Payment or Project Certificate for Payment. Retainage shall be released 30 days after the issuance of final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

The method of binding dispute resolution shall be litigation in Dutchess County Supreme Court.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of General Conditions of the Contract for Construction, Construction Manager as Adviser Edition .

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of General Conditions of the Contract for Construction, Construction Manager as Adviser Edition .

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of General Conditions of the Contract for Construction, Construction Manager as Adviser Edition or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

Commissioner: Robert H. Balkind, PE
 Dutchess County Department of Public Works
 626 Dutchess Turnpike
 Poughkeepsie, NY 12603

§ 8.3 The Contractor’s representative:

Name and Address

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Other Provisions

§ 8.5.1 The parties acknowledge that because of the nature of the Work being conducted by the Contractor, it may be difficult or impossible to determine with precision the amount of damages that would or might be incurred by either party as a result of a breach of this Agreement by the other. Accordingly, the Owner and the Contractor shall be liable and obligated to pay only those damages and other amounts as may be specifically due and payable in accordance with

the terms of this Agreement, which shall constitute their sole recovery hereunder. In no event, shall either party pay for or be obligated in any manner to pay special, consequential or indirect damages, except as provided herein. Reference General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, Section 8.2 Progress and Completion.

§ 8.5.2 TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND COMPLETION OF THE WORK

§ 8.5.3 Independent Contractor Status. You agree that you are an independent contractor and that you and your employees shall not represent to anyone that you or they are an employee or officer of the County. You also understand and agree that neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on your behalf or on behalf of any of your employees, that you and your employees are not eligible for and shall not participate in, any employee pension, health, retirement or other fringe benefit plan of the County, that no workers' compensation insurance shall be obtained by the County for you or for any of your employees, that you and your employees shall no claim against the County for these or any other benefits or rights or privileges of any officer or employee of the County.

§ 8.5.4 Indemnification. The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

§ 8.5.5 Audit. Contractor shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County Funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the county, state, or federal governments. Contractor shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or request have not been satisfactorily met or if any expenditures or fees by the Contractor are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

§ 8.5.6 Severance Pay. The County shall not be charged for Severance Pay incentives. The County is aware that from time to time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of a severance pay or any such incentive. If an audit of payments made under this contract reveals that such payment have been made, the Contractor shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this agreement null and void.

§ 8.5.7 Contractors Obligations Post Termination With or Without Cause. Upon termination of this Agreement, Contractor shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide the County with access to and a copy of, all books, records and other non-proprietary documents including but not limited to digital

records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

§ 8.5.8 Bonds. The Contractor shall provide the Owner with a Performance Bond and Payment/Labor and Material Bond, both in the full (100%) monetary amount as indicated in this Agreement, along with the return of the signed contract and insurance certificate. Copies of the proposed Bonds shall be emailed to the Owner for review and approval prior to actual submission with the return of the signed contract and insurance certificate. The Bonds shall be dated on or after the effective Contract date.

§ 8.5.9 Insurance Requirements. At all times during the term of this Agreement, the Contractor and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement.

- I) **Worker's Compensation.** Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:
 - a. a certificate of insurance on a Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, **OR**
 - b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 for Form SI-105.2P).
 - If the workers compensation Notice of Compliance is used instead of the Acord Certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.
 - c. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption form NYS Workers' Compensation Board, Form CE-200.
 - d. A Certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.
- II) **Commercial General Liability**
 - a. Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - b. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability
 - c. The County must be listed as additional insured.
 - d. The additional insured endorsement for the Commercial General Liability Insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.
- III) **Automobile Liability**
 - a. Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.
 - b. This insurance shall include coverage for bodily injury and property damage.

- c. The County must be listed as additional insured.

IV) Excess/Umbrella Liability

- a. With limits not less than **\$5,000,000 per occurrence with a \$5,000,000 aggregate.**
- b. The County must be listed/included as additional insured.
- c. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.

V) [Subsection Not Applicable]

VI) The Acord Form certificate of insurance must contain the following provisions:

- a. The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess and automobile liability policies.
- b. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- c. The commercial general and automobile policies are primary and noncontributory.
- d. The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County the Dutchess.
- e. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- f. If the workers compensation Notice of Compliance is used instead of the Acord certificate of Insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

VII) Certificate Holder And Additional Insured Shall Be Named As:

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

VIII) All policies of insurance referred to above

- a. Shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- of better.
 - i) In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.
- b. In addition, every policy required above shall be primary and noncontributory.
- c. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Contractor. The Contractor and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

IX) Payment(s) to the Contractor may be suspended in the event the Contractor and his sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

- X) Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

**Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, NY 12601**

- a. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense of liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify and material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County.
- i) Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.
- b. All losses of County property shall be adjusted with and made payable directly to the County.
- c. All Certificates of insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.
- d. In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

§ 8.5.10 Qualifications of Contractor. The Contractor specifically represent and covenant that you and your officers, employees, agents, consultants and sub-contractors have and shall possess the licenses, experience, Knowledge and character necessary to qualify you or them individually for the particular duties they perform hereunder.

§ 8.5.11 Declaration by Contractor. Contractor declares that he has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

§ 8.5.12 Permits and Compliance. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. You shall give all notices, pay all fees, arrange for all inspections and approvals required by any governmental agencies. You shall comply with all laws, rules and regulations applicable to the Work to be performed hereunder. All of the above shall be done at no additional cost to the County. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If you perform any work which is contrary to any laws, ordinances, rules, regulations, permit conditions, building codes, orders of directives, you shall assume full responsibility therefore and you shall bear all costs and expenses thereto. You shall comply with all of the provisions of the laws of the state of New York and the United States which pertain to municipalities and municipal contracts including but not limited to: Federal Occupational Safety and Health Act and the American Disabilities Act, the Immigration and Naturalization laws and regulations, the General Municipal law, the Worker's Compensation Insurance Law, the Lien Law, the Personal Property Law, the State Unemployment Insurance Law, state and local health laws and regulations.

§ 8.5.13 Non-Discrimination. During the term of this Agreement, you agree that you shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, national origin, disability or marital status, and you shall take affirmative action to ensure equal employment opportunities without discrimination because of age, race, creed, sex, color, national origin, disability or marital status. No services to be rendered pursuant to, or in

connection with, this Agreement may be refused to any person because of age, race, creed sex, color, national origin, disability or marital status.

§ 8.5.14 Retention of Records. The Contractor agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a maximum of ten (10) years after termination of this agreement.

§ 8.5.15 Non-Assignment. This Agreement may not be assigned by the Contractor without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

§ 8.5.16 Termination:

- a. Without Cause. The County may terminate this Agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.
- b. With Cause. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in his custody or control pertaining to the Agreement and the County shall pay to the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Contractor's failure to fulfill his obligations under this Agreement, or any other fault of the Contractor, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Contractor under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Contractor shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Contractor shall not be construed as an acknowledgment by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Contractor therefore.

§ 8.5.17 Labor Standards Notice. Please see the attached "LABOR STANDARDS NOTICE" annexed hereto and made a part of this agreement. (Previously signed as part of the bid documents).

§ 8.5.18 Labor Law. This project is a "Public Work" project and is subject to all the provisions contained in the New York State Labor Law. Any Contractor submitting a bid on this project shall acknowledge that said project is "Public Work". Contractor shall comply with all the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law. Contractor shall pay prevailing wages as defined by said Law to all laborers, workers and mechanics, and shall require all subcontractors to do the same. In order to ensure compliance with these provisions, the County shall be entitled to review and/or audit the Contractor's payroll records from time to time and may require the Contractor to make such records available to the County either at the Contractor's place of business or at a location designated by the County. The Contractor and subcontractor(s) if any shall submit to the County with all requests for payment, certified payrolls or transcripts of the original payroll record, subscribed and affirmed as true under the penalties of perjury.

In the event that you shall fail, in one or more instances, to pay the prevailing wages and supplements in accordance with the New York State Labor Law, it shall be considered a material breach of the contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the right, in its discretion, to terminate the contract immediately on notice. In such event, the Contractor shall be liable to the County for any additional costs incurred in the completion of the project. The conditions contained herein are designed to encourage

compliance with the Labor Law and to provide a greater means to detect violations. In the event violations are detected, either by the County or otherwise, the remedies contained in said Law shall be exclusive and shall not create any obligations by the County to enforce said law on behalf of anyone nor create any rights on behalf of anyone against the County.

All laborers, workers and mechanics employed by a contractor, subcontractor or other person doing or contracting to do the whole or part of the work, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration for all contracts for construction, reconstruction, maintenance and/or repair of public work in excess of two hundred and fifty thousand dollars (\$250,000.00). This requirement is in pursuant to NYS Labor Law Section 220-h.

Rules and regulations will be promulgated and posted on the NYSDOL website <https://www.labor.state.ny.gov/home/> when finalized.

§ 8.5.19 Subcontractor Clause. THE CONTRACTOR WILL PROTECT, DEFEND, INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS MADE BY ITS SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, SUPPLIERS OF ANY TYPE IN CONNECTION WITH THIS PROJECT. THE CONTRACTOR SHALL, AT THE COUNTY'S REQUEST, FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE DESIGNATED ABOVE HAVE BEEN PAID, DISCHARGED OR WAIVED. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN THE COUNTY AND ANY OF THE ENTITIES MENTIONED IN THE FIRST SENTENCE OF THIS PARAGRAPH.

Where subcontractors are employed, Contractor shall furnish the County with the names of all subcontractors, their addresses, tax identification numbers. Subcontractors are subject to the same insurance requirements as the Contractor. The Contractor shall provide the subcontractor's insurance documentation for each subcontractor to the County. The subcontractor shall not commence working on the Project until his insurance documentation has been approved by the County's Director of Risk Management.

Each subcontract shall contain language in an addendum attached and initialed by all parties stating the following:

1. Subcontractor represents that he is an independent contractor and is performing the work described in this Agreement utilizing his own tools, equipment and materials.
2. Subcontractor is fully aware that the compensation paid is for completion of the work described in the Agreement;
3. Subcontractor acknowledges that as an independent contractor, a Form 1099 will be filed with the Internal Revenue Service showing the amount of compensation paid and that he will be responsible for payment of income taxes thereon, as well as self-employment taxes.
4. Subcontractor agrees to comply with the County's insurance requirements.

§ 8.5.20 Notice. A bill, statement, notice or communication required to be given pursuant to this Agreement shall be made in writing and addressed as follows:

Company Name
Address

Dutchess County, DPW – Highway
626 Dutchess Turnpike
Poughkeepsie, NY 12603

§ 8.5.21 Non-Waiver. Failure to enforce any rights, options or privileges under any provision of this Agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. The failure to enforce one right, option or privilege shall not be deemed a waiver of the right to enforce any other right, option or privilege.

§ 8.5.22 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby but shall remain in full force and effect.

§ 8.5.23 Choice of Law, Venue. Any action or dispute arising directly or indirectly out of this agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York Supreme Court in Dutchess County as the forum for any such action.

§ 8.5.24 No Arbitration. Disputes involving this agreement, including a breach or alleged breach, may not be submitted to arbitration but, must instead be heard in accordance with the paragraph above “Choice of Law, Venue”.

§ 8.5.25 Service of Process. In addition to the methods of service allowed by New York State Law, you consent to service of process by registered or certified mail, return receipt requested. Service shall be complete and effective when deposited in a United States mailbox or post-office. You must promptly notify us, in writing, of each and every change of address to which service of process can be made. Service by us to the last known address shall be sufficient. You will have thirty (30) calendar days after service is complete in which to respond.

§ 8.5.26 Notice of Intent to Sue. You agree that at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, you shall provide to the County a sworn document listing the time, place, and manner of any breach of this Agreement, together with an itemized list of any damages to which you believe you are entitled.

We shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the County’s choice, as to any matter arising under this Agreement within the 90-day period described above.

Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitations.

Except for any third party actions, any action against the County must be commenced within one year of the event which gives rise to liability.

§ 8.5.27 Captions. The captions are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect its terms.

§ 8.5.28 Counterparts: Signatures Transmitted by Electronic Means. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original.

§ 8.5.29 Gender. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

§ 8.5.30 Required Provisions of Law. Each and every provision of federal, state or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

§ 8.5.31 Binding. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney’s office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

§ 8.5.32 Enforcement Expenses. The Contractor shall pay all costs and expenses, including reasonable attorney’s fees (“in-house” or retained counsel), that the County incurs in enforcing any of the terms of this Agreement, including all costs and expenses and reasonable attorney’s fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

§ 8.5.33 Set-Off Rights. The County shall have all of its common law, equitable and statutory rights of set off. These rights shall include, but not be limited to, the County’s option to withhold for the purpose of set-off any moneys due to

Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other Agreement with the County or any of its departments or agencies. This right of set-off includes any Agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

§ 8.5.34 Rules of Construction. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

§ 8.5.35 Extension. This contract may be extended for additional periods upon such terms and conditions as may be agreed between parties.

§ 8.5.36 Executory. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of the terms of this Agreement. It is further understood and agreed that neither this Agreement nor any representation of by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.

§ 8.5.37 Entire Agreement. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement shall be effective only if evidenced by a subsequent writing that is executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 DCA132, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .3 Insurance and Bonds
- .4 Drawings
- .5 Specifications
- .6 Bid Specification Documents, and Addenda, if any
- .7 Contractor Bid
- .8 Other Documents:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20_____.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

Rachel Kashimer, Deputy County Executive

APPROVED AS TO CONTENT:

CONTRACTOR AGREES TO THE ABOVE:
Contractor Name.

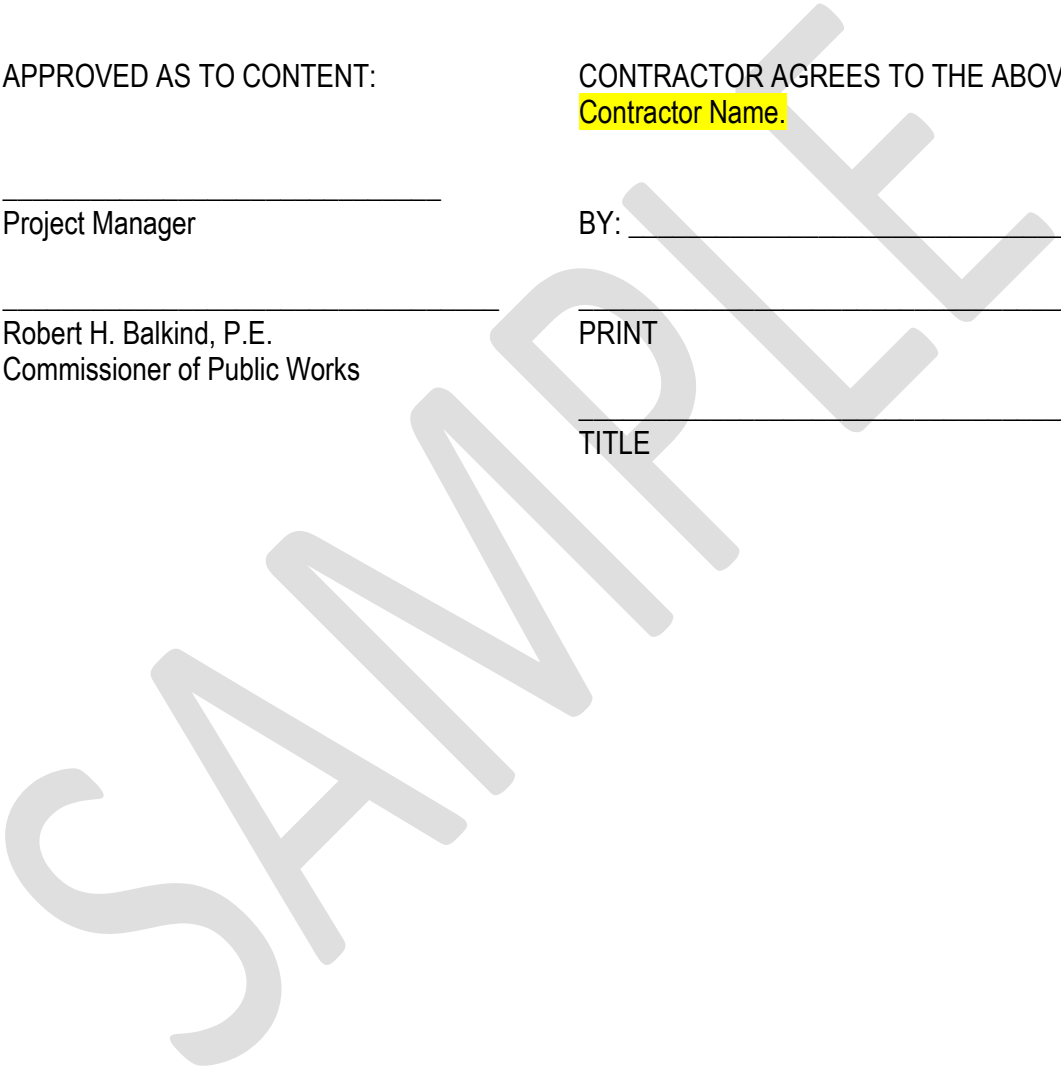
Project Manager

BY: _____

Robert H. Balkind, P.E.
Commissioner of Public Works

PRINT

TITLE





NOTICE TO PROCEED

To: Contractor Name
Attn:
Address

DATE:

RE: BID No: RFB-DCB-XX-XX Project Title Name

Salutation:

The County of Dutchess is pleased to issue a **Notice to Proceed** for the subject project. Construction shall begin within ten (10) business days from the date of the **Notice to Proceed**.

The Notice to Proceed shall be signed and returned to the Project Owner via docusign within two (2) business days of receipt.

If you have any questions, please contact the DPW – Building Division at (845) 486-2121.

Sincerely,

Robert H. Balkind, P.E.
Commissioner of Public Works

RHB:dsg

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the foregoing Notice to Proceed is hereby received and accepted

Date: _____

Signature: _____

Print Name: _____

Title: _____

PAYMENT BOND

Bond No. xxxxxxxxxxxx

CONTRACTOR:

(Name, Legal Status and address)

XXXXXXXXXXXXXX

Address

City, State, Zip

SURETY:

(Name, legal status and principal place of business)

XXXXXXXXXXXXXXXXXXXX

Address

City, State Zip

OWNER:

(Name, Legal Status and address)

County of Dutchess

22 Market Street

Poughkeepsie, NY 12601

CONSTRUCTION CONTRACT

Date:

Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xxxxxxxx.xx)

Description:

(Name and Location) RFB-DCX-XX-XX Project Name

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xxxxxxxxxxxxxxxx.xx)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: xxxxxxxxxxxxxxxxxxxxxxxx

(Corporate Seal)

Signature:

Name & Title:

(Any Additional Signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name, Address and telephone)

AGENT OR BROKER:

XXXXXXXXXX

Address

XXXXXXXX, xx xxxxxxxx

SURETY

Company: xxxxxxxxxxxxxxxxxxxxxxxx

(Corporate Seal)

Signature:

Name & Title:

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other Party)

(if no engineer or architect)

Dutchess County – DPW

626 Dutchess Turnpike

Poughkeepsie, NY 12603

- § 1 The Contractor and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of the claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the

Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payment to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 The name of the Claimant;
- .2 The name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows;

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

(Corporate Seal)

(Corporate Seal)

Signature:
Name and Title:
Address

Signature:
Name and Title:
Address

ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF)
COUNTY OF) SS

On this day of, before me personally appeared

..... to be known, who, being by me duly sworn, did dispose and

say; that he/she resides at that he/she is the

..... of..... the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....

ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM

STATE OF)
COUNTY OF) SS

On this day of, before me personally appeared

..... to me know to be (the individual) (one of the firm

of.....), described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

.....

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF)
COUNTY OF) SS

On this, before me personally came

to me known, who, being by me duly sworn, did depose and say; that he/she resides in

.....; that he/she is the Attorney-In-Fact of the the corporation described in which

Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

.....
Notary Public

XXXXXXXXXX XXXXXXXX INSURANCE COMPANY

XXXXXXXX, STATE

Financial Statement, xxxxxx xx, 20xx

Statutory Basis

ASSETS

| | |
|---------------------------------|----------------------|
| U.S. Governmental Bonds | \$xxxxxx.xx |
| Bonds of Other Governments | \$xxxxxx.xx |
| State, County Municipal | |
| Miscellaneous Bonds | \$xxxxxx.xx |
| Stocks | \$xxxxxx.xx |
| Short Term Investments | <u>\$xxxxxxxx.xx</u> |
| | <u>\$xxxxxxxx.xx</u> |
| | |
| Real Estate | \$xxxxxxxx.xx |
| Cash | \$xxxxxxxx.xx |
| Agents' Balances (under 90 Day) | \$xxxxxx.xx |
| Other Invested Assets | \$xxxxxxxx.xx |
| Miscellaneous | <u>\$xxxxxxxx.xx</u> |
| Total Admitted Assets | <u>\$xxxxxxxx.xx</u> |

LIABILITIES

| | |
|-----------------------------------|----------------------|
| Reserve for Claims | |
| and Claim Expense | \$xxxxxxxx.xx |
| Reserve for Unearned Premiums | \$xxxxxx.xx |
| Reserve for Taxes, License | |
| and Fees | \$xxxxxxxx.xx |
| Miscellaneous Liabilities | <u>\$xxxxxxxx.xx</u> |
| Total Liabilities | <u>\$xxxxxxxx.xx</u> |
| | |
| Capital Paid In | \$xxxxxxxx.xx |
| Surplus | <u>\$xxxxxxxx.xx</u> |
| | |
| Surplus as regards Policy Holders | <u>\$xxxxxxxx.xx</u> |
| Total Liabilities, Capital | |
| and Surplus | <u>\$xxxxxxxx.xx</u> |

STATE OF XXXXXXXXX)
COUNTY OF XXXXXXXXX)
CITY OF XXXXXXXXXXXX)

XXXXXXXX, Title and xxxxxxxx, Title of the xxxxxxxxxxxxxx Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of xxxx, xx, 20xx.

Subscribed and sworn to before me
this xxx day of xxxxxx 20xx.

SEAL

Name & title

XXXXXXXXXX
Notary Public

Name & Title

PERFORMANCE BOND

Bond No. xxxxxxxxxxxx

CONTRACTOR:

(Name, Legal Status and address)
XXXXXXXXXXXXX
Address
City, State, Zip

SURETY:

(Name, legal status and principal place of business)
XXXXXXXXXXXXXXXXXXXXX
Address
City, State Zip

OWNER:

(Name, Legal Status and address)
County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

CONSTRUCTION CONTRACT

Date:
Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xxxxxxxx.xx)
Description:
(Name and Location) RFB-DCB-xx-xx project title

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: xxxxxxxxxxxxxxxxxxxxxxxxxxxx Dollars and 00/100 (\$xxxxxxxxxxxxxx.xx)
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: xxxxxxxxxxxxxxxxxxxxxxxx

(Corporate Seal)

Signature:

Name & Title:

SURETY

Company: xxxxxxxxxxxxxxxxxxxxxxxx

(Corporate Seal)

Signature:

Name & Title:

(Any Additional Signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name, Address and telephone)

AGENT OR BROKER:

XXXXXXXXXX
Address
XXXXXXXX, XX XXXXXXX

OWNER’S REPRESENTATIVE:

(Architect, Engineer, or other Party)
(if no engineer or architect)
Dutchess County – DPW
626 Dutchess Turnpike
Poughkeepsie, NY 12603

- § 1 The Contractor and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the Terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions;
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Sections 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract, Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents,

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows;

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Company:

(Corporate Seal)

(Corporate Seal)

Signature:

Name and Title:

Address

Signature:

Name and Title:

Address

ACKNOWLEDGEMENT OF PRINCIPAL – IF A CORPORATION

STATE OF)
COUNTY OF) SS

On this day of, before me personally appeared
..... to be known, who, being by me duly sworn, did dispose and
say; that he/she resides at that he/she is the
..... of..... the corporation described in and which executed the within insurance
instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is
was to affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....

ACKNOWLEDGMENT OF PRINCIPAL – IF INDIVIDUAL OR FIRM

STATE OF)
COUNTY OF) SS

On this day of, before me personally appeared
..... to me know to be (the individual) (one of the firm
of.....), described in and who executed the within instrument and he/she
thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

.....

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF)
COUNTY OF) SS

On this, before me personally came
to me known, who, being by me duly sworn, did depose and say; that he/she resides in
.....; that he/she is the Attorney-In-Fact of the
..... the corporation described in which
Executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that is was so affixed by the Board of Directors of said corporation; and that
He/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance
of the Sate of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to
..... his/her certificate of qualification evidencing the qualification of said Company and
its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as
such; and that such certificate has not been revoked.

.....

Notary Public

XXXXXXXXXX XXXXXXXX INSURANCE COMPANY

XXXXXXX, STATE

Financial Statement, xxxxxx xx, 20xx

Statutory Basis

ASSETS

| | |
|---------------------------------|--------------------|
| U.S. Governmental Bonds | \$xxxxxx.xx |
| Bonds of Other Governments | \$xxxxxx.xx |
| State, County Municipal | |
| Miscellaneous Bonds | \$xxxxxx.xx |
| Stocks | \$xxxxxx.xx |
| Short Term Investments | <u>\$xxxxxx.xx</u> |
| | <u>\$xxxxxx.xx</u> |
| Real Estate | \$xxxxxx.xx |
| Cash | \$xxxxxx.xx |
| Agents' Balances (under 90 Day) | \$xxxxxx.xx |
| Other Invested Assets | \$xxxxxx.xx |
| Miscellaneous | <u>\$xxxxxx.xx</u> |
| Total Admitted Assets | <u>\$xxxxxx.xx</u> |

LIABILITIES

| | |
|-----------------------------------|----------------------|
| Reserve for Claims | |
| and Claim Expense | \$xxxxxx.xx |
| Reserve for Unearned Premiums | \$xxxxxx.xx |
| Reserve for Taxes, License | |
| and Fees | \$xxxxxx.xx |
| Miscellaneous Liabilities | <u>\$xxxxxx.xx</u> |
| Total Liabilities | <u>\$xxxxxx.xx</u> |
| Capital Paid In | \$xxxxxx.xx |
| Surplus | <u>\$xxxxxx.xx</u> |
| Surplus as regards Policy Holders | <u>\$xxxxxxxx.xx</u> |
| Total Liabilities, Capital | |
| and Surplus | <u>\$xxxxxxxx.xx</u> |

STATE OF XXXXXXXXX)
COUNTY OF XXXXXXXXX)
CITY OF XXXXXXXXXXXX)

Xxxxxxxx, Title and xxxxxxxx, Title of the xxxxxxxxxxxxxx Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of xxxx, xx, 20xx.

Subscribed and sworn to before me
this xxx day of xxxxxx 20xx.

SEAL

Name & title

XXXXXXXXXX
Notary Public

Name & Title

General Conditions

Document DC232 – 2023

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

RFB-DCB-01-24 Temporary Homeless Shelter

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Arris Contracting Co., Inc.

189 Smith St., Poughkeepsie, NY 12601

THE OWNER:

(Name, legal status, and address)

County of Dutchess

22 Market Street

Poughkeepsie, NY 12601

THE ARCHITECT:

(Name, legal status, and address)

Tinkelman Architecture

33 Arlington Ave.

Poughkeepsie, NY 12603