

# BID FORM FOR GENERAL CONSTRUCTION CONTRACT (GC-1)

## TOWN OF NEWBURGH RECREATION CENTER

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

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Newburgh, 1496 Route 300, Newburgh, NY 12550**
- 1.02 **This Project will be undertaken through a Project Labor Agreement (PLA).** The PLA can be found herein, and is included as part of the Contract Documents as **Attachment A.**
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Required Bidder Qualification Statement with supporting data (Instructions to Bidders – Article 3).
  - C. Affidavit of Compliance with New York State Anti-Sexual Harassment Laws;
  - D. Wicks Law Form.

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

- 3.01 Refer to Article 7 for Description of Bid Items.
- 3.02 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.03:
    - 1. Lump Sum Price (Single Lump Sum)

Item No.	Description	Bid Amount
LS-1	General Conditions	\$
LS-2	Site Work	\$
LS-3	General Building Construction	\$

LS-4	General Mechanical Construction including Labor and Materials for heating and ventilation throughout, and the Air conditioning in the office and ancillary spaces.	\$
LS-5	General Plumbing Construction	\$
LS-6	General Electrical Construction	\$
Total of All Lump Sum Price Bid Items		\$

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
C-1	Rock Excavation	CY	200	\$	\$
C-2	Subbase	CY	200	\$	\$
C-3	Select Backfill	CY	50	\$	\$
C-4	Crushed Stone	CY	50	\$	\$
C-5	Controlled Density Fill	CY	20	\$	\$
Total of All Unit Price Bid Items					\$

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

Lump Sum for Allowance A-1	<b>\$75,000.00</b>
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3.03 *Alternate Bid*

A. Bidder will perform the following Work at the indicated alternate unit prices:

Item No.	Description	Unit	Bid Amount
ALT-1A	Reinforce concrete slab-on-grade to support AC units. Include all labor, material, finishing, excavation, restoration, etc complete, as per plans and specifications.	LS	\$
ALT-1B	Over head protection shield (roof) for protection of the AC equipment, as per details on plans and specifications.	LS	\$

ALT-1C	Additional framing and modification to the metal building to accommodate AC ductwork.	LS	\$
ALT-1D	Labor and Materials for the installation of air conditioning in the high bay gymnasium space	LS	\$
ALT-1E	Labor and Materials for the electrical work related to the installation of air conditioning in the high bay gymnasium space	LS	\$
ALT-2	Building perimeter stone veneer, labor, materials, complete, as per details on plans and specifications.	LS	\$
ALT-3 Deduct	Deduct for replacing the basketball courts 1 and 2 hardwood floor with synthetic floor Per Sheet A-702 and specification.	LS	\$
ALT – 4 Deduct	Deduct for removing all window in the high bay gymnasium space.	LS	\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. The Town reserves the right to award the total base bid or the base bid with the alternate bid(s), whichever is in the Town’s best interest.

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

Total Base Bid Price (Total of all Lump Sum, Contingency and Allowance) <b>Do not</b> include Alternate bids here.	\$
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3.05 *Total Bid Plus Alternates (To be selected by Owner)*

The total bid to be awarded by the Owner will, at the Owner’s discretion, may include 1 or more of the Alternates as described above. The Alternates will be considered in the order by which they are presented. If an alternate is not selected, no subsequent alternate will be selected. If the Owner selects 1 or more alternates, the low bidder will be determined by the cumulative of the Base bid plus, or minus in the case of a deduct, the selected Alternates.

**ARTICLE 4—TIME OF COMPLETION**

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

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

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

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

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

## ARTICLE 7—DESCRIPTION OF BID ITEMS

### 7.01 *LS-1– General Conditions*

- A. Including, but not limited to, submittals, temporary facilities, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, maintenance and protection of traffic needed to protect the public from damage to person and property within the limits of and the duration of the contract, Erosion and Sediment Control, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.

### 7.02 *LS-2 – Site Work*

- A. Including, but not limited to, ADA accessible concrete sidewalk, sub-base, compaction, grading, seeding, disposal of unsuitable material, site restoration, on-lot sewage disposal system, waterline extension, as depicted in the plans and specifications, complete

### 7.03 *LS-3 – General Building Construction*

- A. Including all labor and material for general building construction including all materials, finishes, equipment, furnishings, in place, complete.

### 7.04 *LS-4- General Mechanical Construction*

- A. Including, but not limited to, to labor and materials for all heat and ventilation equipment and components for the gymnasium space, and heat, ventilation and air conditioning for the office and ancillary spaces (Need more information here) submittals, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.

### 7.05 *LS-5 – General Plumbing Construction*

- A. A. Including, but not limited to, submittals, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, demolition of any existing plumbing fixtures, piping, components and devices. Installation of new plumbing fixtures, sanitary, vent, CW, HW, and HWR and all associated piping, hangers, equipment. Fire sprinkler system, connections to municipal water supply, testing, supports, completion of work in accordance with the plans, details and specification in place, complete.

### 7.06 *LS-6 – General Electrical Construction*

- A. Including, but not limited to, submittals, coordination with Engineer, Owner, Utility Owners and private Property Owners, project layout, mark outs, mobilization, general restoration, clean up and demobilization, completion of work in accordance with the plans, details and specification in place, complete.

- 7.07 *C-1 Rock Excavation*
- A. Including permits, excavation, disposal, select fill backfill material, compaction, testing, complete. Including:
- |                   |                         |
|-------------------|-------------------------|
| Minimum bid price | \$100.00 per cubic yard |
| Maximum bid price | \$200.00 per cubic yard |
- 7.08 *C-2 Subbase*
- A. Additional subbase material NYSDOT Item 4, including excavation, disposal, placement, compaction, testing, as directed by the Owner/Engineer, in place, complete.
- 7.09 *C-3 Select Backfill*
- A. Additional Backfill material per specifications, including excavation, disposal, placement, compaction, testing, as directed by Owner/Engineer, in place, complete.
- 7.10 *C-4 - Crushed Stone*
- A. Furnish, place and compact additional crushed stone material as directed by the Owner/Engineer, in place, complete.
- 7.11 *A-1 – Allowance*
- A. For use as directed by the Owner for unforeseen conditions related to the work.
- 7.12 *ALT-1– Air Conditioning*
- A. Furnish and install reinforced concrete slab-on-grade for support of the AC equipment. Slab shall be of overall dimensions, location, and details as shown on Sheet S-101.
- B. Furnish and install the material and labor to construct the roof overbuild for the AC equipment as shown on plan sheets S-105 & A-901.
- C. Furnish and install the material and labor to the building framing
- D. Furnish and install air conditioning components for the gymnasium space including but not limited to AC RTU's, ductwork, diffusers, louvers, hangers, and all components required for a complete and operational AC system as depicted on plan Sheet M-101 And the specifications. (Electrical connections will be performed by the electrical contractor, Concrete slab and overhead protective shield will be provided by the GC).
- E. Labor and materials for the electrical work related to the installation of air conditioning in the high bay gymnasium space
- 7.13 *ALT-2-Stone Veneer*
- A. Install stone veneer to the lower 48" of the building as shown on plan sheets A-201.
- 7.14 ALT-3 Deduct – Installation rubber flooring in all areas where hardwood flooring is called for in the high bay gymnasium space. This is the area of two (2) basketball courts.
- 7.15 ALT-4 Deduct – Removal of all windows from the project in the high bay gymnasium space.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

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

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: <b>Town of Newburgh</b> Address <i>(principal place of business)</i> : <b>1496 Route 300</b> <b>Newburgh, NY 12550</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>Newburgh Recreation Center Project</b>  Bid Due Date:
<b>Bond</b> Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

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

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

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

1.02 Provide information on the Business’s organizational structure:

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

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

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

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

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

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

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

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

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

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

**ARTICLE 4—SAFETY**

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

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

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

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

**ARTICLE 5—FINANCIAL**

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

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

**ARTICLE 6—SURETY INFORMATION**

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

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

**ARTICLE 7—INSURANCE**

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

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

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

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

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

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

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

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

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

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

**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

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

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



This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

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

Attest: \_\_\_\_\_  
*(individual's signature)*

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

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

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

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule A—Current Projects**

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

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

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

**Schedule B—Previous Experience with Similar Projects**

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

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

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

**Schedule B—Previous Experience with Similar Projects**

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

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

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

**Schedule C—Key Individuals**

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

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

**AFFIDAVIT OF COMPLIANCE WITH  
NEW YORK STATE ANTI-SEXUAL HARASSMENT LAWS**

State of NEW YORK)

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

I, \_\_\_\_\_ of the (Town, Village, City) of  
\_\_\_\_\_ in the County of \_\_\_\_\_ and the State of  
\_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, an officer of the firm of  
\_\_\_\_\_ the bidder making the Proposal for the above  
named work, and that I executed the said Proposal with full authority to do so; that by submission of this bid, each  
bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto  
certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written  
policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention  
training to all of its employees, and made with the full knowledge that \_\_\_\_\_, as Owner relies upon  
the truth of the statements herein. Such policy shall, at a minimum, meet the requirements of section two hundred  
one-g of the labor law. I further agree and attest that I will also comply with the provisions of the Owner's Anti-  
Sexual Harassment Policy (as applicable, if attached herein this document in the Instructions to Bidders)

\_\_\_\_\_  
(Name of Contractor)

Subscribed and sworn to

\_\_\_\_\_  
(Also type or print name and title of  
affiant under signature)-+

before me this \_\_\_\_\_ day

of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

**WICKS LAW FORM**

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

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

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