

VILLAGE OF LIMA

P.O. BOX 20A
7329 EAST MAIN STREET
LIMA, NEW YORK 14485

CONTRACT SPECIFICATIONS

LIMA NBRC BROADBAND UNDERGROUND PROJECT

MULTIPLE ROUTES, VILLAGE OF LIMA
LIVINGSTON COUNTY, NEW YORK

October 2023

PREPARED BY



This project is an NBRC funded Project.

VILLAGE OF LIMA
LIMA NBRC BROADBAND UNDERGROUND PROJECT

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GENERAL INFORMATION

GENERAL NOTES

The Contract Document for this project consist of the following items:

1. "Contract Documents and Technical Specifications for Lima NBRC Broadband Underground Project", dated October 2023.
2. Engineering drawings entitled "VILLAGE OF LIMA NBRC UNDERGROUND FIBER OPTIC UTILITY PLAN", dated June 2023, and consisting of contract drawings 1 through 24.
3. Forms and declarations in accordance with Federal bid requirements.
4. Forms and declarations in accordance with the Village of Lima's bid requirements

BIDDING REQUIREMENTS

Village of Lima
P.O. Box 20A
7329 East Main Street
Lima, NY 14485
PH: (585) 624-2210 FAX: (585) 624-2210

NOTICE IS HEREBY GIVEN, that sealed bid proposals are sought and requested by the Village of Lima for the following contract:

LIMA NBRC BROADBAND UNDERGROUND PROJECT
Phase 1: Installation of Underground Fiber Optic Conduit and Components

The Village of Lima is seeking proposals from qualified contractors to complete Phase 1 of the proposed Village of Lima owned fiber optic telecommunications network. Phase 1 entails the installation of underground conduit and splice enclosures for fiber optic cable and accessories along the following Village of Lima streets: Eastwood Circle, Eastwood Drive, Hogan Avenue, Kober Drive, Meadow View Drive, Parkside Place, and Rainbow Lane. Phase 1 will include underground installation of a total of approximately 18,000 feet of conduit and 95 underground splice enclosures.

Proposals must be received by Village Clerk-Treasurer Elissa Sackett on or before Thursday, December 14, 2023 at 1:45pm in the Village of Lima's clerk office located in the Lima Town Hall, 7329 East Main Street, Lima, NY. Proposals sent through US Mail must be addressed to Clerk-Treasurer Elissa Sackett, Village of Lima, PO Box 20A, Lima, NY 14485. Questions regarding submission of proposals may be directed to Clerk Sackett via telephone (585) 624-2210 or by email Clerk@VillageOfLima.us . Technical questions must be directed to Brendan Wagner, Special Projects Coordinator at Empire Access via telephone at (607) 522-6811 or by email Brendan.Wagner@empireaccess.com . Bids will be opened at 2:00pm on Thursday, December 14 at 2:00 pm in the Village of Lima's clerk office.

Each bid shall be accompanied by a deposit in the amount of **Five Percent (5%) of the total base bid in the form of a Certified Check, Bank Draft, or Bid Bond**. Cash will not be acceptable as a deposit. If an awarded bidder fails to enter into a contract with the Village following notice of bid acceptance, the bid security shall be forfeited to and become the property of the Village of Lima. No bidder may withdraw their bid within forty-five (45) days after the date of the bid opening.

This is the first phase of a three phase project that includes the following phases: Phase 1: Installation of Underground Fiber Optic Conduit and Components, Phase 2: Completion of Utility Pole Make-Ready Work, and Phase 3: Installation of Fiber Optic Cables and Components. This project is funded by the United States Northern Border Regional Commission (NBRC), Livingston County, NY, and the Village of Lima. Contractors must submit proposals that adhere to the requirements of the NBRC and all applicable federal, New York State, and Village of Lima laws. The Village of Lima reserves the right to refuse any and all proposals.

Please take notice:

- Any bid received **at the Village of Lima Office after 1:45pm on the due date will not be considered and will be returned unopened to the bidder**. The bidder assumes the risk of any delay in the mail or handling of the mail by employees of the Village. Whether by mail or by means of personal delivery, the bidder assumes responsibility for having the bid deposited on time at the place specified.
- Bids received via facsimile **will not be considered**.

- Bid submitted must be submitted in **duplicate** (one original and one exact copy).
- Bid deposits must be submitted to the Village of Lima.

The Village of Lima reserves the right to reject any and all bids submitted and to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

Proposals must be made upon and in accordance with bid documents. Bids should be made in writing on the forms furnished with each set of Contract Documents. All bids must be received in separate sealed envelopes addressed to:

Office of Village Clerk
PO Box 20A
7329 E. Main Street
Lima, NY 14485

The envelopes should be clearly labeled:

BID - LIMA NBRC BROADBAND UNDERGROUND PROJECT

Electronic copies of the bid documents may be obtained free of charge at <https://villageoflima.us>. Bid documents will also be available for review only, at the Village of Lima, NY Clerk's office during normal business hours. Printed copies of the bid documents are available on request and require a deposit of seventy-five dollars (\$75.00) per set. Deposit checks shall be made payable to "Lima, NY Village Clerk". Cash will not be accepted.

PLEASE NOTE THAT IT IS THE BIDDER'S RESPONSIBILITY TO OBTAIN ALL BID DOCUMENTS (INCLUDING ADDENDA).

- The project has an EEO goal of 5.3% Minority Participation and 6.9% Female Participation.
- The Disadvantaged Business Enterprise (DBE) Goal is 5%
- The Minority-Owned Business Enterprise (MBE) Goal is 0% (as per ED 15-001).
- The Women-Owned Business Enterprise (WBE) Goal is 0% (as per ED 15-001).

Amendments can only be accomplished by means of Addenda issued by the Village of Lima.

Questions pertaining to the technical specifications of this project shall be directed to:

Brendan Wagner
Special Projects Coordinator
Empire Access
w: 607-522-6811
Brendan.Wagner@empireaccess.com

INSTRUCTIONS TO BIDDERS

SECTION 1 - CONDITIONS OF WORK

1.01 Receipt and Opening of Proposals: The Village of Lima, New York (herein called the Owner) invites Bids on the form attached hereto. Each bidder shall submit their bid in a sealed envelope which shall bear thereon the following inscription:

BID - LIMA NBRC BROADBAND UNDERGROUND PROJECT

Mail or deliver the bid document in person to the address specified in the Notice to Bidders. The outside of the bid envelope must bear the name and address of the company submitting the bid. The bidder shall submit the following **in the sealed bid envelope (one original and one exact copy)**:

Bid Form

Bid Schedule (Unit Price Bid Forms)

Regret Letter (If No Bid)

Vendor Certification and Vendor Responsibility Form

Non-Collusive Bidding Certificate (State)

Waiver of Immunity

Certification of Bidder Regarding Equal Employment Opportunity

Iranian Energy Divestment Certification

Bidder's Statement on Sexual Harassment

Goals for Disadvantages/Minority/Women's Business Enterprise (D/M/WBE) Participation

Statement of Insurance Coverage

Statement of Surety's Intent to Provide Performance and Labor and Material Bonds for the Project

Bid Bond

Statement of Bidder's Qualifications Proof of Competency

List of Subcontractors

Disclosure of Lobbying Activities

Non-Collusive Bidding Certificate (Federal)

Disadvantaged Business Enterprise Utilization Goals (Federal)

All forms must be signed and witnessed according to the bid document instructions.

The original bid document shall be **clearly marked "ORIGINAL."** If any discrepancy exists between the original document and the copy, the original document **shall be binding.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any or all bids. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within forty-five days after actual date of the opening thereof.

Bids delivered prior to the day the bids are actually opened will be deemed received upon the day of the actual opening of the bids and will be retained in the interim only as a courtesy to the Bidder.

1.02 Description of Service (Contract Work Specifications): This project is an NBRC Funded Project. The Lima NBRC Broadband Underground Project includes expanding high-speed fiber-optic broadband throughout the Village of Lima. The work includes but is not limited to underground boring of fiber optic plant, installation and connection of splice enclosures, hand-hole and "flower-pot" installation, and

site cleanup. The project will be constructed in accordance with the Contract Plans and technical specifications.

1.03 Commencement of Work: This pertains to bids for a construction or service Contract. Upon execution and delivery of the Contract and the delivery of the required insurance certificates, proof of insurance by the Contractor to the Owner and the approval thereof by the Owner's legislative body and attorney, the Contractor will be notified to proceed with the work of the Contract. Upon receipt of the **Notice to Proceed**, the Contractor shall provide the contracting agency with the performance and payment bonds required by that agency.

1.04 Taxes: The Village of Lima is a tax-exempt entity.

1.05 Contractor's Insurance: The Contractor and each subcontractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by subcontractors.

Before commencing the work, the Contractor and each subcontractor shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each subcontractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after written notice to the Owner. Property damage insurance must in all instances include coverage for explosion, collapse, and underground operations (X C U hazards).

All insurance coverage required to be purchased and maintained by the Contractor under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the Owner and/or the Contractor for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies that may be to the contrary.

Owner and the New York State Department of Transportation are to be named as additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by Owner. All certificates of insurance will provide 30 days' notice to Owner of cancellation or non-renewal. Contractor waives all rights of subrogation against Owner and will have all policies endorsed setting forth this waiver of subrogation.

The kinds and amounts of insurance are as follows:

A. Commercial General Liability Insurance - Unless otherwise specifically required, each policy with limits of not less than:

\$ 1,000,000. 00 PER OCCURRENCE; \$ 2,000,000.00 AGGREGATE

All damages arising during the policy period shall be furnished in the following specified types:

1) **Contractor's Liability Insurance** issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.

- 2) Contractor's Liability Insurance issued to and providing coverage to each sub-contractor for liability for damages imposed by law upon each subcontractor with respect to all work performed by said subcontractor under the Contract.
- 3) Contractor's Protective Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor with respect to all work under the Contract performed for the Contractor by subcontractors.
- 4) Protective Liability Insurance issued to and providing coverage to the Owner for all liability for damages imposed by law upon the Owner with respect to all operations under the Contract by the Contractor or by his subcontractors, including omissions and supervisory acts of the Owner.
- 5) Contractual Liability Insurance issued to and providing coverage to the Owner for liability imposed by Contract upon the Owner for work performed on private land with respect to all operations under the Contract by the Contractor or by his contractors.
- 6) Completed Operations Liability Insurance issued to and providing coverage to the Contractor for liability for damages imposed by law upon the Contractor and each subcontractors arising between the date of the certificate of completion of the work and the date of expiration of the guarantee.
- 7) Said policy shall cover as Primary "additional insured" or, at the option of the Contractor, as Primary co-insured with the Contractor, the Village of Lima and all employees or other representatives of each of them, both officially and personally without liability for premiums.

B. Umbrella Excess Liability - Unless stated otherwise in specifications, policy must have limits of not less than:

\$ 5,000,000.00 PER OCCURRENCE; \$5,000,000.00 AGGREGATE

C. Automobile Insurance - Automobile public liability and property damage insurance covering all claims against the Contractor, each subcontractor and the Owner, as a result of work under the Contract, shall be provided by the Contractor in the following amounts:

COMBINED SINGLE LIMIT OF \$ 1,000,000.00

D. State Provisions for Workers' Compensation - Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers' Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

E. Installation Floater - The Contractor is responsible for damage or theft of their materials and supplies. All materials and supplies will be covered by the Contractor's insurance until the acceptance of the Project by the Owner.

1.06 Indemnification Clause: The Contractor agrees to defend, indemnify and hold harmless the Village, its officers and agents, against all liability, judgments, costs, and expenses upon any claims arising from the negligence of the Contractor, its agents, officers or employees, in performing the work under this Agreement.

1.07 Security for Faithful Performance: At the time of receipt of a “**Notice to Proceed**” for specific contract work, the Contractor shall furnish to the Owner the required surety and payment bonds in the amount of one-hundred percent (100%) of the accepted bid as security for faithful performance of the Contract and for the payment of all persons performing labor on the project under the Contract and furnishing materials in connection with this contract.

The surety on each bond shall be a duly authorized surety company satisfactory to the Owner and shall remain in force for a period of one year following final acceptance of the work by the Owner. The cost of the aforesaid bonds is to be paid by the Contractor and shall be included in the Bid submitted. In lieu of a performance bond, the Village of Lima will accept a cash deposit equal to one-hundred percent (100%) of the bid, accompanied by an indemnity agreement, in a format to be approved by the Village Attorney.

1.08 Additional Security: If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such Bond shall cease to be adequate Security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be paid by the Contractor. No payments on current estimates shall be deemed due nor shall be made until the new sureties shall have qualified.

1.09 Executory Clause: It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the Village of Lima for said purposes and no liability on account thereof shall be incurred by the Village of Lima beyond monies available for said purposes.

Cancellation: This Contract may be terminated by the Village of Lima, with written notice being given to the Contractor 30 days prior to cancellation and said agreement shall be null and void and have no further effect 30 days after the Contractor’s receipt of said written notice from the Village.

1.10 Contractor Status: The relationship of the Contractor to the Village of Lima shall be that of an independent Contractor. That the said Contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the Village of Lima by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the Village of Lima, including but not limited to Workers’ Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

1.11 Pertaining to General Municipal Law: The Contractor shall agree that Section 103-a and 103-b of the General Municipal Law relative to ground for cancellation of Contract by municipal corporation, and disqualification to contract with municipal corporations, are made parts hereof as though fully set forth herein.

1.12 Specification Discrepancy: Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once, no later than seven days prior to submission of Proposal, notify the Village or their representative in writing who will send written Addenda to all bidders where necessary. The Village of Lima will not be responsible for any oral instructions.

1.13 Assignment and Subletting: The Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Contract or any estate created by this Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the Village first being obtained.

1.14 Non-waiver: Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

1.15 Default: Provided always, these entire agreements are upon this condition, that if Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the Village has notified Contractor in writing of Contractor's default here-under and the Contractor has failed to correct such default within said seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the Village, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractors and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

1.16 Rejection or Acceptance: The right is reserved by the Village to waive any irregularities or informalities in any bid, to accept or reject any or all bids, to re-advertise for bids if desired, and to accept the bid which, in the judgment of the Village is deemed the most advantageous for the public and the Village. Any bid proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of default of the successful applicant, or refusal to enter into a contract with the Village, the Village reserves the right to accept the bid of any other applicant without necessity of re-advertisement.

1.17 License Requirement: Contractor shall agree to maintain continuously applicable state, county, city and federal licenses. The Village of Lima reserves the right to investigate thoroughly the finances, character, experience and record of each bidder and the final award will consider these aspects with the actual bid. The company submitting the proposal shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

1.18 Contract Period: If applicable, and unless otherwise stated in the specifications, this bid may be accepted and work authorized by the Village for a one year period and may be extended beyond the first year, for one additional year, at the same bid price, by mutual agreement between both parties (Village of Lima and vendor or Contractor).

1.19 Weight Certification: Where materials are purchased by weight, the supplier shall use scales certified by the County of Livingston or the State of New York and the supplier shall furnish the Village with certified weight tickets upon delivery of materials and as necessary and/or requested by the Village.

Tax Exempt Purchasing By Contractor: The Contractor (or approved subcontractor) MAY be considered exempt from the payment of State Sales Tax, ONLY when purchasing those materials that will be incorporated in the Village owned real property involved in the Contract, by obtaining a CONTRACTOR EXEMPT PURCHASE CERTIFICATE and presenting it when making such purchases. One source for obtaining this

certificate is the Department of Taxation and Finance, Technical Services Bureau, W.A. Harriman Campus, Building 8, Room 104, Albany, New York 12227. THE CONTRACTOR SHALL NOT USE ANY VILLAGE TAX EXEMPTION LETTER OR NUMBER.

1.20 Unauthorized Changes: If this document is found to be altered in any way by a plan holder, it shall be cause for disqualification of the plan holder from any contract resulting from this solicitation and/or any future solicitation by the Village of Lima.

1.21 Limitations to Liability: The Owner does not assume responsibility or liability for costs incurred by bidders responding to the bid or to any subsequent requests for interviews, additional data, etc.

1.22 Compliance with Law: The Bidder agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.23 Liquidated Damages: Costs to the municipality significantly rise if contracts are not professionally managed and completed on time. Liquidated Damages will be set forth in Section 108-03 of the New York State Department of Transportation Standard Specifications and the attached Special Note on Contract Completion Dates.

1.24 Iranian Energy Sector Divestment:

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Village reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case

basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The Village of Lima has made a determination that the goods or services are necessary for the Village to perform its functions and that, absent such an exemption, the Village of Lima would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Village in writing and shall be a public document.

1.25 Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

1.26 Overtime: No overtime shall be allowed on this project unless it is first approved by the Owner. If the Contractor desires to work outside of normal working hours, they shall submit a written request, along with applicable overtime dispensation forms, to the Owner for approval detailing the reasons and planned duration. The Owner will submit the overtime dispensation request to the NYS Department of Labor if approved.

1.27 NYS Uniform Contracting Questionnaire: The low bidder must have a current New York State Vendor Responsibility Questionnaire – For Profit Construction (CCA-2) on file or submit one within 10 days of receipt of contract. Questionnaires are available on the NYSDOT website at: <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info> or by calling (518) 457-1564. The questionnaire must be reviewed and approved by NYSDOT before the sponsor may award the contract.

1.28 EBO Software: The Contractor awarded the contract is required to sign up and use EBO software during construction to enter in worker's hours to keep track of Civil Rights Monitoring and Reporting; (per NYSDOT Standard Specifications, section 105-21). In addition, payments to subcontractors and DBE's need to be entered, (section 105-21, subpart D), and the subcontractors also have to use EBO to enter worker's hours and to verify payments from the prime Contractor.

1.29 New York State Sexual Harassment Laws: 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. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

BID FORM

The undersigned hereby declares that he has carefully examined all bid documents and all interpretations of any addenda to the Bid Documents and is satisfied as to all the quantities and conditions, and understands that in signing this Bid he waives all rights to plead any misunderstanding regarding the same.

Pursuant to and in compliance with the Bid Documents, the Bidder hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the following bid prices:

Bid Item:	Total Gross Sum Bid in Figures	Total Gross Sum Bid in Words
Base Bid		

Accompanying this proposal is a bid bond in the amount of \$ _____, which shall become the property of the Owner if, in case this proposal shall be accepted by the Owner, the undersigned shall fail to provide the required performance bond to the Owner within ten business days after the date of notification of acceptance.

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within ten (10) business days after the date of such delivery, execute and deliver the Contract in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements. In the event that an addenda, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum # _____ Addendum # _____ Addendum # _____

Bidder or Authorized Representative

Name of Company

Address of Company

Telephone and Fax Numbers of Company

E-mail

BID FORM - UNIT COST

QUANTITY	DESCRIPTION	Unit Cost
50	FLOWER POTS	
45	handholes	
45	1X8 SPLITTERS	
45	1X8 CORNING SPLITTER ENCLOSURES	Provided
300	EMPIRE FIBER TAGS	
15,000'	1 1/2 orange INNERDUCT	
15,000'	Conduit Pull String	
15,000'	tracer wire	
100	empire stickers	Provided

REGRET LETTER

REQUEST NUMBER:	
------------------------	--

TO WHOM THIS MAY CONCERN:

If you do not plan to bid on this offering, but wish to remain on our active vendor list, you must complete this form and return to this office by the bid due date.

Thank you for your cooperation.

Very truly yours,

**Elissa Sackett
Village Clerk**

REASON FOR NOT BIDDING

- RECEIVED BID PACKAGE TOO LATE NOT ENOUGH TIME TO DEVELOP BID
- NOT SUFFICIENT DETAILS
- JOB TOO LARGE
- JOB TOO SMALL
- NOT INTERESTED IN THIS TYPE OF MATERIAL/SERVICE
- WORKING AT FULL CAPACITY AT THIS TIME
- CANNOT MEET TIME SCHEDULE FOR COMPLETION OF JOB
- SPECIFICATIONS TOO RESTRICTIVE
- OTHER _____

Contractor/Vendor

Vendor Certification

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the Village) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Vendor Responsibility Form

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

ANSWER ALL QUESTIONS

- A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? YES _____ NO _____

- B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? YES _____ NO _____

- C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" YES _____ NO _____

- D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? YES _____ NO _____

- E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127? YES _____ NO _____

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

(Attach Additional Sheets if Necessary)

**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

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

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

B. A bid shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Bidder

ALL BIDDERS MUST SIGN AND SUBMIT THIS CERTIFICATION WITH THE BID

**WAIVER OF IMMUNITY PURSUANT TO 103a
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Bidder

Title

Date

(Corporate Seal, if any)
(If no seal, write "No Seal"
Across this place and sign)

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY: This certification is required pursuant to Executive Order 11246 (30F.R.1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or sub-contract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER:

Bidder's Name: _____

Address and Zip Code: _____

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?

Yes ___ No ___

If answer is yes, identify the most recent contract: _____

2. Were compliance reports required to be filed in connection with such contract or sub-contract?

Yes ___ No ___

If answer is yes, identify the most recent contract: _____

a. Has bidder filed all compliance reports due under applicable instructions?

Yes ___ No ___ None Required ___

4. If answer to Item 2.a is "No", please explain in detail.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Signature

Date

Name & Title Typed

IRANIAN ENERGY DIVESTMENT CERTIFICATION

**Pursuant to Section 103-g
Of the New York State
General Municipal Law**

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

- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

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

Signature

Title

Date

Company Name

BIDDER’S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-1, which generally prohibits the County from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

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. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: _____, New York
 _____, 20____

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
_____ day of _____, 20_____

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
Albany	3.2	Herkimer	2.1	Richmond	*
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	*	St. Lawrence	2.5
Bronx	*	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	*	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	*	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

*** The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond:**

Electricians.....	9.0 to 10.2
Carpenters.....	27.6 to 32.0
Steam Fitters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
Operating Engineers.....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (Structural).....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers.....	13.4 to 15.5
Asbestos Workers.....	22.8 to 28.0
Roofers.....	6.3 to 7.5
Iron Workers (Ornamental).....	22.4 to 23.0
Cement Masons.....	23.0 to 27.0
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

GOALS FOR WOMEN

Female Goals - 6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice

GOALS FOR DISADVANTAGED/MINORITY/WOMEN’S BUSINESS ENTERPRISE (D/M/WBE)
PARTICIPATION

The Department has established the following utilization goal (s) for this contract, expressed as a percentage of the total contract bid amount. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE) Utilization, or Women’s Business Enterprise (WBE) Utilization requirements refer to Standard Specification Section 102-02 D/M/WBE Utilization.

Disadvantaged Business Enterprise (DBE) Utilization Goal: 5% (Federal Aid Only)

Minority Business Enterprise (MBE) Utilization Goal: 0% (Non-Federal Aid Only)

Women’s Business Enterprise (WBE) Utilization Goal: 0% (Non-Federal Aid Only)

Directories and/or information related to the current certification status of Disadvantaged Business Enterprises can be obtained from the NYS Unified Certification Program website at:

<http://biznet.nysucp.net>

Direct Questions concerning Disadvantaged Business Enterprise Utilization to:

NYS Department of Transportation (518) 457-6472
Office of Construction
50 Wolf Road POD 51
Albany, NY 12232

Direct Questions concerning Disadvantaged Business Enterprise Certifications to:

NYS Department of Transportation (518) 457-3180
Contract Audit Bureau
DBE Certification
50 Wolf Road 1st Floor South
Albany, NY 12232

Directories and/or Information related to the current certification status of Minority and Women’s Enterprises can be obtained by contacting the:

Empire State Development Corporation (518) 292-5250
Office of Minority and Women’s Business Development
30 South Pearl Street
Albany, NY 12245
www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

DBE/MBE/WBE Officer

The Bidder shall designate and enter below the name of a DBE/MBE/WBE Officer who will have the responsibility for and must be capable of effectively administering and promoting an active DBE/MBE/WBE Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE/MBE/WBE Officer

(Name, Title)

Telephone Number _____

STATEMENT OF INSURANCE COVERAGE

To: _____
(Owner)

_____ has reviewed the Insurance requirements as set forth
(Contractor)
in these bid documents for _____
(Project)

We verify that we will maintain the required level of Insurance by:

- The enclosed Certificate of Insurance

Per bid, the vendor shall enclose an Acord Certificate of Insurance with minimum coverage as described in the Contract Documents and required forms for Workers' Compensation and Disability according to Sections 57 and 220 subd. 8 of the Workers' Compensation Law.

Insurance requirements are detailed in the Supplementary Conditions, Section – 5.02 of these specifications.

By: _____
(Signature of Authorized Company Officer)
(in blue or other non-black ink)

Witnessed by: _____
(Signature)
(in blue or other non-black ink)

(Printed Name)

(Printed Name)

(Title)

**STATEMENT OF SURETY'S INTENT TO PROVIDE PERFORMANCE AND LABOR
AND MATERIAL BONDS FOR THE PROJECT**

To: _____
(Owner)

We _____ have reviewed the Bid of _____
(Name of Insurance Company) (Contractor)

of _____
(Address)

for _____
(Project)

_____ Bids for which will be received on _____ and wish to advise
(Bid Opening Date)

that should this Bid of the Contractor be accepted and the Contract awarded to them, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest: _____
(Name of Company)

By: _____
Surety's Authorized Signature(s)
(in blue or other non-black ink)

(Printed Name)

(Title)

STATEMENT OF BIDDERS QUALIFICATIONS
PROOF OF COMPETENCY

The submission of this signed and notarized form is a requirement of the Bidding Documents. All items must be answered and the data given must be clear and comprehensive. Failure to provide the requested information or to answer these questions in a complete and satisfactory manner may result in the rejection of the bid. Submittal of incomplete, non-specific or vague responses to the statement of bidder qualifications is not in the bidder's favor and may result in the rejection of the bid. The Contractor may also submit the New York State Vendor Responsibility Questionnaire for Profit Construction (CCA-2) in place of this questionnaire. Regardless of whether this form is submitted with the bidding documents, the low bidder must have a current CCA-2 on file or submit one within 10 days of receipt of the contract.

The Owner reserves the right to reject any bidder whom in the judgment of the Owner, and based on a review of the information provided by the Bidder on the Qualifications forms provided herein, is not determined to be qualified to perform the work of the Contract as specified. The Owner's decisions regarding rejection of any bid, based on the bidder's descriptive qualifications submitted with the bid, shall be final.

If necessary, questions may be answered on separate attached sheets. The Owner reserves the right to, but is not obligated to, solicit additional clarifying information from the bidder.

1. Name and permanent address of Bidder.

2. Permanent main office telephone number, facsimile number and Federal I.D. number.

Ph: () _____ - _____

Fx: () _____ - _____

Federal or Tax I.D. No.

3. When organized.

4. If a corporation, where incorporated.

5. Number of years engaged in the contracting business under your present firm or trade name.

6. Were you ever engaged in the contracting business under a previous firm or trade name? If so, what name and number of years engaged in the contracting business under a previous firm or trade name?

7. Amount of credit available for this project:

8. Bank references:

9. General character of work performed by your company.

10. List your major equipment made available for this contract.

11. Have you ever failed to meet substantial or final contract completion dates? If so, where and why?
 No
 Yes ... Explain:

12. Have you required an extension in the Contract Time? If so, on which project and why?
 No
 Yes ... Explain:

13. Have you ever failed to complete any work awarded to you? If so, where and why?
 No
 Yes ... Explain:

14. Have you ever defaulted on a contract? If so, where and why?
 No
 Yes ... Explain:

15. Have you ever had a (Sub-Contractor / Vendor / Supplier) place a lien against you on a Contract?
 No
 Yes ... Explain:

16. Has there ever been a judgement or court order placed against you for non payment?
 No
 Yes ... Explain:

17. Contracts on hand: (Indicate Contract; Owner; Project Reference with name, position and telephone number; schedule of completion for each including contract start and completion dates; contract amounts; specific types and character of work; anticipated dates of completion.)
 - a)
 - b)
 - c)

18. Based on your Contracts on hand, provide a brief graphical construction progress schedule indicating the critical milestone events of the remaining contracted work, dates for completion of Contracts, and the anticipated schedule required to complete this Contract.

19. List a minimum of three of the more important projects recently completed by your company. (Indicate Contract; Owner; Project Reference with name, position and telephone number; schedule of completion for each including contract start and completion dates; contract amounts; specific types, character and scope of work.)
 - a)
 - b)
 - c)

20. List a minimum of three projects which are directly applicable to the types, character and scope of work as specified for this project that your company has completed. (Indicate Contract; Owner; Project Reference with name, position and telephone number; schedule of completion for each including contract start and completion dates; contract amounts; specific examples of the applicable types and character of work.)
 - a)
 - b)
 - c)

21. Describe previous work experience with Chemung County. (Indicate Contract; Project Reference; contract start and completion dates; contract amounts; specific type and character of work.)
 - a)
 - b)
 - c)

22. List all Subcontractors who are to furnish principal items of labor, equipment and materials for the proposed work. (Indicate the name of the subcontractor, percentage of work to be performed, specific type and character of work to be performed.)
 - a) _____%
 - b) _____%
 - c) _____%

23. List the background and experience of the principal members of your organization, including officers and principal construction management staff.
 - a)
 - b)
 - c)

24. In accordance with Article 4 – Date of Completion of the Agreement, the project shall generally commence progress in accordance with the following Construction Phase Schedule, with Completion in accordance with the Contract Term limits specified in the Contract Completion Date Special Note.

25. The Contractor shall schedule construction duration within the period of time between the Notice of Award and the completion dates referenced. The Contractor shall file for dispensation with NYSDOL for overtime required to complete the work within the proposed construction duration, and include the cost of said overtime in the Bid.

26. Per Safety and Health Procedure 1.11, Contractor shall submit, in writing, as part of this bid, the following documents or certifications:
 - a) A certified summary of the Contractor’s worker’s compensation experience modification rate (EMR), the OSHA recordable incidence rate, and the OSHA DART rate for the past 3-years.
 - b) A written comprehensive safety and health plan covering the safety and health process used by the Contractor, responsibilities for safety, any program-specific written plans required by OSHA (such as Hazard Communication, Lockout/Tagout, PPE, electrical safety, blood borne pathogens, confined space entry, hot work, fall protection, excavation safety, emergency response, etc.), and a safety plan for the project being bid.
 - c) Certification that all employees to be used on the job or contract will have satisfactorily completed the OSHA ten-hour construction safety program, or equivalent, before they begin work. Course completion cards must be carried by all individuals while on Chemung County contract and they must present the cards for verification by Village staff or designated agents, when asked.

Bidder is required to furnish in this bidder’s qualifications statement, evidence satisfactory to the Owner to demonstrate that he has sufficient means and experiences in each type of work called for to assure completion of the contract in a timely and satisfactory manner.

The bidder hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Lima, in verification of the information comprising this Statement of Bidders Qualifications.

Firm

Seal: (If firm is a Corporation)

Address

City State ZIP

Name and title of signer

Signature
(in blue or other non-black ink)

Date

Notary Public

Date

BID BOND

Bidder (Name and Address):

Surety (Name and Address of Principal Place of Business):

Owner (Name and Address):

Bid

Bid Due Date: _____
Project (Brief Description Including Location):

Bond

Bond Number: _____
Date (Not later than Bid due date): _____
Penial Sum: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

PENAL SUM FORM

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.

2. Default of Bidder shall occur 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 shall 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 by 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 and 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 shall not in the aggregate exceed 120

days from Bid due date without Surety's written consent.

6. No suit or action shall 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 Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.

8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

LIST OF SUBCONTRACTORS

Project: Lima NBRC Broadband Underground
 Project Sponsor: Village of Lima

List anticipated Subcontractors, Suppliers and Material Sources to be used for this Project. OWNER has the right to reject any entities submitted. Alternates must be submitted for approval by OWNER prior to their involvement with the project.

Subcontractor	Address	Phone #	M/W/DBE Status	Work Items	Percent of Project to be completed by Subcontractor

Supplier / Material Source	Address	DOT Approved	M/W/DBE Status	Items to be Supplied

FEDERAL BID REQUIREMENTS

CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000.00 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL.

DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 2050

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
a. contract		a. bid/offer/application		a. initial filing	
b. grant c. cooperative agreement d. loan		b. initial award c. post-award		b. material change For Material Change Only: year quarter	
e. loan guarantee				date of last report	
f. loan insurance					
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier , if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:			Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known:		
			\$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:		
			Print Name:		
			Title:		
			Telephone No.:		Date:
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ Of _____

Authorized for Local Reproduction - Standard Form LLL

NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

“Section 139-d, SFL and Section 103-d, GML, “Statement of non-collusion in bids to the state.”

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

(A) 2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29

"The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.

THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d

2. TITLE 49, CFR, PART 29

3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.
6. 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 in the workplace and provides annual sexual harassment training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law.

(Legal Name of Person, Corporation, or Firm
Which is Submitting Bid or Proposal)

Date: _____

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signatory in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20__, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20__, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____, consisting of himself/herself and _____, and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____, for the uses and purposes mentioned herein. _____, and that he/she is the _____ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____
Street or P. O. Box No.

City

State ZIP

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address: _____

Secretary's Name & Address: _____

Treasurer's Name & Address: _____

If Bidder is a Partnership:

Partner's Name & Address: _____

Partner's Name & Address: _____

If Bidder is a Sole Proprietorship:

Owner's Name & Address: _____

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,
MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES**

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

FEDERAL AID PROJECT

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION REQUIREMENTS

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals.

for this contract. The goal is expressed as a percentage of the total bid price. Disadvantaged Business Enterprise Utilization Goal 5% Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation
Office of Civil Rights
50 Wolf Road
POD 6-2
Albany, NY 12232
(518) 457-1128 or 457-1129

Disadvantaged Business Enterprise Officer

The bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active

Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer _____

(Name, Title)

Telephone Number _____

RETURN THIS PAGE WITH BID

Federal Requirements Checklist

In accordance with Chapter 12, Appendix 12-1 Construction Contract Requirements of the Supplementary Laws and Regulations section of the Contract Proposal Book, where the County uses NYSDOT Standard Specifications, the Contractor must be prepared to comply with and sign and/or attest to the following:

- Iran Divestment Act** See pages BR-45 of the Proposal section.
Complete form, sign and return with the Bid
Check here and sign below to attest to compliance.

- Certification for Federal Aid Contracts** See page BR-46 of the Proposal section. Check here and sign below to attest to compliance.

- Disclosure of Lobbying Activities** See pages BR-47 through BR-50 of the Proposal section.
Complete forms, sign and return with the Bid
Check here and sign below to attest to compliance.

- Non-Collusive Bidding Certification** See pages BR-42 and BR-51 of the Proposal section.
This format provides a single signature page for the Bidder to sign with all requirements listed. The Bidder must also complete and submit the Non-Collusive Bidding Certification.
Complete forms, sign and return with the Bid
Check here and sign below to attest to compliance.

- U.S. Department of Transportation Hotline Information** See page BR-56 of the Proposal section.
Check here and sign below to attest to compliance.

- Equal Employment Opportunity Requirements** See Section 102-11 of the NYSDOT Standard Specifications.
Check here and sign below to attest to compliance.

- FHWA-1273 Required Contract Provisions** See Appendix 12-1.17 through 12-1.39 of the Supplementary Laws and Regulations section.
Check here and sign below to attest to compliance.

Signature

Title

Date

Company Name

CONTRACT EXECUTION DOCUMENTS

VILLAGE OF LIMA, NEW YORK

****NOTICE OF AWARD****

Issued to: Company Name _____

Company Address _____

Company City/State/Zip _____

Bid Number and Title _____ Lima NBRC Broadband Underground Project

Advertisement Date _____ Bid Opening Date _____

Village of Lima Resolution Number _____ Date _____

The Village of Lima has considered your bid submitted for the above entitled bid, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish any required Performance BOND, Payment BOND, and certificate of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said BONDS within ten (10) business days from the date of this Notice, the Village of Lima will be entitled to consider all your rights arising out of the Village's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Village will be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Village of Lima of _____

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By: _____

Department Head Signature

Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____

Authorized Signature

Typed Name/Title

For: _____

Organization

DATED the _____ day of _____, 20__.

**STATE OF NEW YORK
VILLAGE OF LIMA
AGREEMENT**

County: Livingston

THIS AGREEMENT, entered into this the _____ day of _____, 20____, by THE VILLAGE OF LIMA, hereinafter referred to as “Village, and

an individual conducting business as

a partnership, consisting of

a corporation organized and existing under the laws of the State of _____

the location of whose principal office is _____ hereinafter called the Contractor”.

WITNESSETH: That the Village and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. WORK TO BE DONE. The Contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project on or before the completion date of ____, __, 2024 as further described in Article 4, and as generally identified and shown on the contract plans entitled:

PIN 4761.21 – LIMA NBRC BROADBAND UNDERGROUND PROJECT

in accordance with the “Contract Specifications” which contain the information for bidders; proposal form, contract agreement, and bonds; and payment Items; and (b) do everything required by the Contract and/or Contract Documents as defined herein.

The Contractor further agrees their bid proposal is not based upon the assumption that any specifications, traffic restrictions, scheduling or phasing/staging requirements will be waived; an extension of Contract Completion Date will be granted; a labor dispensation will be granted; substitution of non-approved products, alternatives or claimed functional equivalents for specified construction materials and methods will be allowed; or any Value Engineering Change Proposals will be approved.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT. The Contract (and Contract Documents) shall be deemed to include the advertisement for proposals; the contract proposal, including Special Notes and Special Specifications contained therein; the contractor’s proposal; the Equal Employment Opportunity (EEO) participation goals; the Disadvantaged Business Enterprise (DBE) participation goals; the contract agreement; the base line data; the "Contract Specifications" including all addenda thereto identified in the contract proposal; the Standard Sheets; the plans; any amendments issued prior to the date of proposal submission, and all provisions required by law to be inserted in the contract whether actually inserted or not. Whenever separate publications are referenced in the Contract Documents it shall mean those, as amended, which are current on the date of advertisement for bids.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE. The Contractor agrees that before making its proposal it carefully examined the contract documents, together with the site of the proposed work, as well as its surrounding territory, and is informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, including the existence of poles, wires, pipes and other facilities and structures of municipal

and other public service corporations on, over or under the site, except latent conditions, and that its information was secured by personal and other investigation and research.

ARTICLE 4. DATE OF COMPLETION. The Contractor further agrees that it will begin the work herein embraced within ten days of the effective date hereof, unless the consent of the Village, in writing, is given to begin at a later date, and that it will prosecute the same so that it shall be entirely completed and performed on or before the completion date shown in Article 1.

No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Village. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Village, which may include the assessment of liquidated damages and a charge for engineering and inspection expenses actually incurred upon the work, including engineering and inspection expenses. Notice of application for such extension shall be filed with the Village within at least fifteen days prior to the date of completion fixed by the terms of this agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS. The said work shall be performed in accordance with the true intent and meaning of the contract documents without any further expense of any nature whatsoever to the Village other than the consideration named in this agreement.

The Village reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest- making allowances for additions and deductions with compensation made in accordance with the Contract Specifications, for this work without constituting grounds for any claim by the contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

ARTICLE 6. NO COLLUSION OR FRAUD. The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal or in securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the contract was secured without collusion or fraud and that neither any officer nor employee of the Village has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof. (See also §139-a and §139-b of the State Finance Law which are made a part of this contract.)

ARTICLE 7. CONTRACT PAYMENTS. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Village, the Village hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Village shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semimonthly payments may be rendered provided (a) the value of the work performed in two successive weeks is more than \$50,000 or (b) the Village Engineer deems it to be in the best interests of the Village to do so. The Contractor shall not hold any retainage from any Subcontractor.

ARTICLE 8. NO PAYMENT DUE TO CONTRACTOR'S NON-COMPLIANCE. It is further agreed that so long as any lawful or proper direction concerning the work or material given by the Village Engineer, or his/her representative, shall remain uncompiled with, the Contractor shall not be entitled to have said contract payment processed, nor shall any contract payment(s) be processed for work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 9. FINAL ACCEPTANCE OF WORK. When in the opinion of the Village Engineer a Contractor has fully performed the work under the contract, the Village Engineer shall recommend to the Village the acceptance of the work so completed. If the Village accepts the recommendation of the Village Engineer, he/she shall thereupon by letter notify the Contractor, with copies to other interested parties, of such acceptance. Prior to the final acceptance of the work by the Village or his/her designee, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

Final acceptance shall be final and conclusive except for defects not readily ascertainable by the Village, actual or constructive, fraud, gross mistakes amounting to fraud or other errors which the Contractor knew or should have known about as well as the Village's rights under any warranty or guarantee. Final acceptance may be revoked by the Village at any time prior to the issuance of the final check by the Village upon the Village's discovery of such defects, mistakes, fraud or errors in the work.

ARTICLE 10. FINAL PAYMENT. After the final acceptance of the work, the Village's Engineer-In-Charge shall prepare a final agreement of the work performed and the materials placed and shall determine the value of such work and materials under and according to the terms of the contract. This final agreement shall be certified, as to its correctness, by the EIC. Upon approval of such final agreement by the Village Engineer, it shall be submitted to the Village for final approval. The right, however, is hereby reserved to the Village to reject the whole or any portion of the final agreement, should the said certificate of the EIC be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates, upon which partial payments may have been made, shall be subject to correction in the final certificate or final agreement.

ARTICLE 11. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT. It is further mutually agreed that if at any time during the prosecution of the work the Village Engineer shall determine that the work upon the contract is not being performed according to the contract or for the best interest of the Village, the execution of the work by the Contractor may be temporarily suspended by the Village Engineer, who may then proceed with the work under his/her own direction in such manner as will accord with the contract specifications and be for the best interests of the Village; or he/she may terminate the Contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by contract negotiated or publicly let, by the use of his/her own forces, by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods; or he/she may cancel the contract and either readvertise or relet, or complete the work under its own direction in such a manner as will accord with the contract specifications and be for the interests

of the Village; any excess in the cost of completing the contract beyond the price for which it was originally awarded shall be charged to and paid by the Contractor failing to perform the work or its surety.

Whenever the Village determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at its address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE 12. DETERMINATION AS TO VARIANCES. In any case of any ambiguity in the plans, specifications or maps, or between any of them, the matter must be immediately submitted to the Village Engineer, who shall adjust the same, and his/her decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 13. SUCCESSORS AND ASSIGNS. This agreement shall bind the successors, assigns and representatives of the parties hereto.

ARTICLE 14. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with §139-h of State Finance Law, the contractor hereby promises, asserts and represents that neither the contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the United States Export Administration Act of 1979, or the effective Regulations of the United States Department of Commerce promulgated under either act.

It is understood further that the Village in awarding a contract does so in material reliance upon the promise and representation made by the Contractor in the forgoing paragraph and that such contract shall be rendered forfeit and void by the Village if subsequent to the bid execution date, the Contractor or such owned or affiliated person, firm, partnership or corporation has been convicted of a violation of the aforesaid Acts or Regulations or has been found upon final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated such Acts or Regulations.

The Contractor agrees to and shall notify the Village Engineer of any such conviction or final determination of violation within five (5) days thereof.

ARTICLE 15. WRITTEN NOTICES.

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. via certified or registered United States mail, return receipt requested;
 - b. by facsimile transmission;
 - c. by personal delivery;
 - d. by expedited delivery service; or
 - e. by e-mail.

Such notices shall be addressed to the individuals or titles named in the contract documents, or which are designated by the Contractor or the Village at the pre-construction meeting, or which are designated by the Village or the Contractor from time to time during the course of the Contract pursuant to Paragraph 3 herein.

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 16. CONTRACT PAYMENTS. The Contractor shall provide complete and accurate information and supporting documentation required by the Contract. Payment will only be rendered by paper check.

ARTICLE 17. SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT).

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (herein after referred to as the “Contractor”) agree as follows:

(1) Compliance with Regulations. The Contractor shall comply with all Regulation relative to nondiscrimination in federally-assisted.

(2) Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, and disability/handicap, or income status in the selection and retention of Subcontractors, including procurements of materials and leases of equipment The

Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR 21Appendix B.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and nondiscrimination laws on the grounds of race, color, or national origin, sex, age, and disability/handicap.

ARTICLE 18 CONFLICTS OF INTEREST. The Contractor has provided a Bidder Assurance of No Conflict of Interest or Detrimental Effect, signed by an authorized executive or legal representative attesting that the Contractor’s performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.

The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify the owner immediately of any actual or potential conflicts of interest.

In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to the Department, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Department a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental

Effect form for each of its subcontractors prior to entering into a subcontract.

ARTICLE 20 LICENSING. Any professional services regulated by Articles 145, 147, and 148 of the New York State Education Law to be performed under this Contract shall be performed by a professional licensed in accordance with such articles.

ARTICLE 21 D/M/WBE GOALS. D/M/WBE is a general term that refers to a Disadvantaged Business Enterprise (DBE), a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE). The DBE Program applies to Federal-Aid contracts, and the MBE/WBE (M/WBE) Program applies to Non-Federal Aid contracts. The D/M/WBE goal for this Contract is shown in the Contract Proposal. The Contractor must make a good faith effort to meet this goal. See §102-12 D/M/WBE Participation for more information on the D/M/WBE program.

ARTICLE 22 INDEMNIFICATION. The Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract Documents. To the fullest extent permitted by law: (a) the Contractor shall indemnify, hold harmless, and release any municipality in which the Work is being performed from suits, claims, actions, damages, and costs of every name and description resulting from the Work under this Contract and until the Final Acceptance thereof; and (b) with respect to personal injury or property damage occurring after Final Acceptance and not covered by the indemnity in clause Article 22 (a), the Contractor shall indemnify, hold harmless, and release any municipality in which the Work is being performed; from suits, claims, actions, damages, and costs of every name and description resulting from negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract Documents. Such obligation shall not be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractors, the Owner, any municipality in which the Work is being performed, or public utility whose property or facilities are affected by the Work.

The Contractor has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Article. This obligation shall include the cost of attorney fees, disbursements, costs, and other expenses incurred in connection with such action or proceeding. The provisions of this Article shall survive the expiration or termination of the Contract.

Without limiting the generality of the foregoing, Contractor's obligation to indemnify, save harmless and release the Persons identified in this article specifically includes any suits, claims, actions, damages, and costs of every name and description resulting from any spill or release or threatened spill or release of a Hazardous Material (i) attributable to the negligence, willful misconduct or breach of contract by Contractor, its Subcontractors or agents, or (ii) which was brought onto the Site by Contractor or any of its Subcontractors or agents.

Such obligation does not extend to those suits, actions, damages, and costs of every name which arise out of the sole negligence of any municipality in which the Work is being performed.

ARTICLE 23 LIQUIDATED DAMAGES. Time is an essential element of the Contract, and it is important that the Work be pursued vigorously to completion. The public is subject to detriment and inconvenience when full use of infrastructure cannot be made because of an incomplete Project. The

Contractor agrees to pay liquidated damages in the amount of \$100 per day.

ARTICLE 24 INDEPENDENT CONTRACTOR. The Contractor agrees to the terms as an Independent Contractor described in §107-01B.

ARTICLE 25 NO CONFLICT OF INTEREST. The Contractor hereby agrees that this Contract has been secured without any apparent or real conflict of interest that would (1) compromise the integrity and fairness of the procurement process; (2) create circumstances where the Contractor obtained or appeared to obtain an unfair competitive advantage through circumstances described in 23 CFR 1.33 and 23 CFR 636.116.

ARTICLE 26 FEDERAL REQUIREMENTS. For Federal-aid contracts, refer to the Contract Proposal for the required federal requirements (including FHWA Form 1273; Federal Prevailing Wage Rates; Goals for Equal Employment Opportunity (EEO) Participation; and Goals for Disadvantaged Business Enterprise (DBE) Participation).

IN WITNESS WHEREOF, this agreement has been executed by the Village, acting by and through the Village Engineer, and the Contractor or its appointed representative, who has executed this agreement on the day and year first written above.

Recommended by

Contract No. _____

_____ (Signature) Agency Certification

All information provided with respect to the requirements contained in state Finance Laws 139J and 139K is complete, true and accurate. All requirements for state Finance Laws 139J and 139K have been met and the appropriate documentation is attached.

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of the contract.”

Mayor:

Approved: _____

(Date)

(Signature)

(Title)

THIS CONTRACT IS NOT TO BE EXECUTED OR BECOME EFFECTIVE UNTIL BE APPROVED BY THE VILLAGE MAYOR AND FILED IN HIS/HER OFFICE.

(Acknowledgment of individual contractor)

STATE OF NEW YORK ss. :

COUNTY OF _____

On this ____ day of _____ 20____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same.

_____ Notary Public

(Acknowledgment of co-partnership contractor)

STATE OF NEW YORK ss. :

COUNTY OF _____

On this _____ day of _____ 20____, before me personally came _____ to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____, consisting of himself/herself and _____ and that he/she executed the foregoing instrument and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm for the uses and purposes mentioned therein

_____ Notary Public

(Acknowledgment of contractor, if a corporation)

STATE OF NEW YORK ss. :

COUNTY OF _____

On this ____ day of _____ 20____, before me personally came _____ to me known, and known to me to be the person who being duly sworn, did depose and say that he/she resides in _____ that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

_____ Notary Public

(Acknowledgment of contractor, if a limited liability company)

STATE OF NEW YORK ss. :

COUNTY OF _____

On this ____ day of _____ 20____, before me personally came _____ to me known, and known to me to be the person duly sworn, to depose and say that he/she resides in _____; that he/she is the duly authorized member of the limits liability company described in and which executed the foregoing instrument; and that he/she executed the foregoing instrument on behalf of the limited liability company for the purposes set forth therein as the act and deed of said limited liability company.

_____ Notary Public

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. 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 Contractor Default or within two years after Contractor ceased working or within two years after 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.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):**

VILLAGE OF LIMA, NEW YORK

NOTICE TO PROCEED

Issued to: Company Name _____

Company Address _____

Company City/State/Zip _____

Title of Project _____ Lima NBRC Broadband Underground Project (Phase 1) _____

Advertisement Date _____ November 23, 2023 _____ Bid Opening Date _____ December 14, 2023 _____

Village of Lima Resolution Number _____ Date _____

PLEASE BE ADVISED that work may begin on the above contract on _____, 20____ and shall be completed on or before _____ 20__.

Village of Lima Project Manager: _____

PH: _____ FAX: _____ Mobile PH: _____ Email: _____

Project Engineer: _____

PH: _____ FAX: _____ Mobile PH: _____ Email: _____

You are required to return an acknowledged copy of this NOTICE TO PROCEED within five (5) calendar days of the date of this Notice to:

Village of Lima _____

Street Address PO Box City State Zip Code

Telephone Fax

By: _____

Department Head Signature Typed Name/Title

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE TO PROCEED

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: _____

Authorized Signature Typed Name/Title

For: _____

Organization

DATED the _____ day of _____, 20__.

SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONTRACTOR: _____ Print Name
_____ Address
_____ Phone
_____ Person to Contact

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above-named Contractor, the above-named Owner does hereby give permission to Contractor to enter the above named project.

A.) INSURANCE: Contractor represents and warrants that Contractor has in force the following insurance coverage applicable to their operations.

Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

Commercial General Liability Insurance, including but not limited to project & operations, personal injury, products-completed operations, contractual liability covering the liability assumed under this Site Entry Agreement and Indemnity. The minimum limits of liability applicable to this insurance will be at least \$1,000,000 each occurrence and \$2,000,000 General aggregate. For products and completed operations aggregate, the limit will be at least \$2,000,000. The policy will be endorsed providing the per location aggregate endorsement CG2504.

Comprehensive Automobile Liability with combined bodily injury and property damage of at least \$1,000,000 such coverage to include all owned, non-owned and hired vehicles.

Umbrella Excess Liability, with limits for each occurrence of at least \$1,000,000 and an aggregate limit of at least \$1,000,000., unless otherwise stated in specifications.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days' notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

B.) CONTRACTOR'S EQUIPMENT: All equipment owned by Contractor, and used at the Project, is at the sole responsibility of the Contractor and will be insured or self-insured by Contractor.

C.) INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from and against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

D.) LIMITATION ON ENTRY: Contractor's rights to enter onto the project are subject to cancellation if Contractor does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

E.) AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Contractor is authorized to sign this document on behalf of Contractor (and if Owner requests, will provide evidence of such authority to owner within 24 hours).

F.) RECEIPT OF COPY: Contractor acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

G.) IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONTRACTOR:

APPROVAL OF OWNER:

(Name of Company)

John Correll,
Village Mayor

(Print Name & Title)

(Signature)

CONTRACT CONDITIONS

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The following supplement information is available for inspection at the Village of Lima, Lima Town Hall, 7329 East Main Street, Lima, NY 14485 or is bound within this document (as noted).

1. None available

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TECHNICAL REQUIREMENTS: SPECIAL
NOTES

COMPONENT LOCATION AND NOTES

Contractors must install all equipment in the locations specified in the Village of Lima NBRC Underground Fiber Optic Utility Plan prepared by HUNT Engineering. Contractors must abide by all notes included in this Utility Plan.

- Innerduct must be install at the following minimum depths: of 12 inches
- If required by underground conditions, the cable must be enclosed in 1 ½ inch orange innerduct.
- All innerduct must be located within the highway right-of-way boundaries.
- innerduct passing under roads, sidewalks, or driveways must be bored at a minimum depth of 12 inches.
- The contractor is responsible for restoring all disturbed turf, roads, sidewalks, and driveways to pre-existing conditions or better.
- The contractor must supply the Village of Lima with As-Built maps showing the exact location of all underground cables and equipment that they have installed.
- Splice Enclosures:
 - All splice enclosures must be MIC Tight-Buffered, Interlocking Armored Cable or equivalent.
 - Splice enclosures must be buried at a depth so that the elevation of the top of the enclosure matches the elevation of the surrounding ground.
 - The contractor must supply the Village of Lima with As-Built maps showing the exact location of all underground cables and equipment that they have installed.

SPECIAL NOTES

RIGHT OF WAY

All work shall be confined within the Public right-of-way. In areas where the existing improvements are known to extend into private property without an easement, no work may be performed until the corresponding acquisition is completed or a work release is obtained according to Section 105-15 of the Standard Specifications, Release to Perform Contract Work on Private Land. In these locations, plans shall be provided to the Office of Right-of-Way on a case by case basis. In any situation incurred on this project, should it be determined that property acquisition is needed (for work area or otherwise) in a particular location, the Office of Right-of-Way must be consulted before any work can proceed in that location.

CONTRACTOR'S USE OF ROW FOR STAGING

Any location that the Contractor would like to use for project staging, within the State ROW, shall require the approval of the Resident Engineer (RE), Engineer in Charge (EIC) and Regional

Right-of-Way Staff. In addition, restoration of the staging area shall be completed to the satisfaction of the RE and EIC. Reference is made to Section 107-08 of the NYSDOT Standard Specifications.

MAINTENANCE JURISDICTION

Upon completion and acceptance of this contract, the maintenance jurisdiction will revert to preconstruction conditions.

EMERGENCY SERVICES / SCHOOL DISTRICT NOTIFICATION

The Contractor is required to contact all schools and emergency response agencies that may be affected by work associated with this project to notify them of anticipated changes in travel conditions. In addition, these organizations shall be updated each time project activities change, and new travel conditions are created. Notifications and updates shall be provided at least two weeks prior to the alteration of travel conditions.

The Contractor is required to contact all transit organizations that may be affected by lane closures, detours, or any other work associated with this project, to notify them of anticipated alterations of traffic conditions. In addition, these organizations shall be updated each time project activities change, and new travel conditions are created. Notifications and updates shall be provided to transit organizations at least four weeks prior to the alteration of travel conditions. The contractor shall also make provisions for the safe ingress and egress of passengers at existing or temporarily relocated bus stops.

TRAFFIC OPERATIONS CENTER NOTIFICATION

The NYSDOT Regional Traffic Operations Center (RTOC) shall be notified of all lane and shoulder closures in Region 4 by utilizing RTOC's Construction Notification form. The RTOC Construction Notification form can be obtained from the RTOC tab under Operations at the Region 4 Intradot Webpage. Closure activities will be reviewed for concurrent and overlapping closure or incident conflicts and will be entered into 511NY.ORG. RTOC may disallow or reduce closures due to other closures or work, events, or incidents found in conflict with the requested closure(s).

Closures included in the notification form shall conform to Time, Date and Location Restrictions in the contract documents, and/or exceptions that have been preapproved by the Regional Traffic Engineer. Refer to Time Restriction Notes for Additional Details.

The Contractor shall notify the EIC and the EIC shall notify RTOC at least three (3) days in advance of the proposed closure(s). Closures shall not be implemented until the notification form has been submitted and the work entered into 511NY.ORG.

SPECIAL NOTES

REFERENCE LINE / STATIONING

All locations referred to by station under this contract are approximate. The Contractor shall establish project stationing prior to beginning work and maintain such stationing for the duration of the contract. The Engineer-In-Charge shall determine the exact beginning and ending points for all items of work associated with this contract. The cost of layout of the reference line/stationing shall be included in the price bid for Item 625.01 and no separate payment will be made for this work.