

DOCUMENT NUMBER 00010

INVITATION TO BID

1. Notice is hereby given that the Owner:

Town of Lyme
12175 NYS Route 12E
PO Box 66
Chaumont, NY 13622

will receive sealed bids at above address for designing and constructing a salt and sand storage facility to be located at 10745 NYS Route 12E, Chaumont, NY 13622.

Work under this contract will include all plans, specifications, tools, labor, materials, and equipment necessary to construct a foundation wall system and erect a 60 ft X 160 ft Fabric Membrane Covered Structure, as follows:

Schedule A: Engineering Design

A.1. Performance of subsurface investigation to characterize subsurface conditions at the proposed building location. Observations and data will be used to inform the engineering design of the footing and foundation system and fabric-covered steel frame roof system.

A.2. Preparation and submittal of a complete set of Design Plans (i.e., engineered drawings) and Specifications for a 60 ft * 160 ft fabric membrane covered structure, as manufactured by Calhoun HT Series or approved equivalent, certified by a professional engineer or architect licensed to practice in the State of New York. The design shall be compliant with New York State Building and Fire Protection codes, international and local codes.

Schedule B: Foundation Wall System & Fabric Building

B.1. Construction of pour in-place concrete footings and foundation wall system, including coordination with Schedule B.2 to assure accurate anchor plate placement.

B.2. Erection of ALL building components by OSHA 10 Safety trained personnel in accordance with the engineering design.

B.3. Provide pre- and post-work photographic documentation

The Owner is responsible for performance of the following work:

- Site preparation: installation of erosion and sediment control measures
- Grade preparation: rough grade, fill placement and compaction at proposed building site
- Sub-grade preparation: excavation within foundation footprint
- Final Grade Preparation: compaction and placement of floor within building and within loading area (apron) at entrance

- Electrical installation: installation of an electrical system
2. Digital copies of the Bidding Documents and Contract Documents are available on the Town of Lyme, NY web-site: <http://www.townoflyme.com/>. Prospective bidders who obtain electronic project documents are responsible to contact the Town of Lyme to register their contact information on the project documents distribution list. Bidding Addenda, if any, and other bidding information will be posted on the Town of Lyme's web-site during the bidding phase.
 3. All inquiries regarding this project should be directed to the Owner. Written questions regarding the type of work required may be addressed to:

Ms. Robin Grovesteen
clerktosuper@townoflyme.com.

Town of Lyme
12175 NYS Route 12E
PO Box 66
Chaumont, NY 13622
Voice: 315) 649-2788
Fax: (315) 649-2049

Responses will be provided for written questions only.

4. Source of Funding is provided by CWIA/EPF Water Quality Improvement Project Grant administered by the New York State Department of Environmental Conservation (NYSDEC). A copy of the State of New York Master Contract for Grants and other relevant contractual documents are attached hereto. The Bid is subject to the terms of the Contract Documents. If the bidder has any objections to the terms set forth in the Contract Documents, those objections must be set out in the Bid, specifying the particular term to which the objection is directed, detailing the nature of the objection, with the statement of the term the Bidder proposes to substitute.
5. All bids must be made on the Bid Form attached hereto.
6. Bids will be received at the offices of Town of Lyme as follows:

Original sealed bids, consisting of the Bid Form, Certificates of Insurance for Liability, and Workers Compensation showing the coverages that will be made available, along with 5% Bid Security, non-collusion affidavit, and list of subcontractors shall be received on or before 1:00 p.m. EDT on 2 April 2018, at the offices of Town of Lyme at the address provided in Item 2 above. The insurance coverage does not have to be active until after the award of the contract but must be included for review.

Bids received after that time may not be accepted. The Owner will evaluate bids. The Successful Bidder will be notified by telephone. Each bidder shall include a telephone number where the bidder may be notified. All bidders will be notified of the results of the bids within approximately 4 weeks after the bid. No bid amounts will be provided to other bidders.

7. The Owner is exempt from New York State sales taxes on material, supplies, and equipment to be permanently incorporated into the Work. Exemption No. 15-6001020. Said taxes shall not be included in the Bid.
8. Bid security made payable to Town of Lyme shall accompany each bid. Bid security shall be in the form of a cashier's or certified check or a Bid Bond in the amount of 5% of the amount of the base bid, as required by the Bid Security Document following the Bid Form.
9. Source of Funding is provided by CWIA/EPF Water Quality Improvement Project Grant administered by the New York State Department of Environmental Conservation (NYSDEC). The State of New York Master Contract for Grants and other contractual documents are provided in Attachment 1. The Contractor must comply with the terms and conditions of these contractual documents (provided for informational purposes).
10. Project is subject to Prevailing Wage Rate Determination per New York State Bureau of Public Work, Article 8.
11. Contractor's License – The successful bidder shall have all required licenses authorizing it to perform professional engineering and construction in the State of New York, at the time of signing of the contract.
12. Minority and Women-owned Business Enterprise (MWBE) goal for procuring goods or services is 30% to comply with Executive Law Article 15-A, Economic Development Law Article 4-A and 5NYCRR Parts 140-144, Rules and Regulations of the Minority and Women's Business Development Program.
13. Qualifications of the bid will be considered. Qualifications may be discussed and negotiated to resolution, as appropriate, with the Successful Bidder.
14. Time Constraints:
 - 14.1 Requests for information received less than 3 days prior to the Bid Opening Date may not be answered.
 - 14.2 Addenda will be issued no later than 2 days prior to the Bid Opening Date.
 - 14.3 Bids shall remain in effect and subject to acceptance for 30 days after the date of Bid opening. If a contract is awarded, it will be awarded within the period that Bids are subject to acceptance. Insurance certificates, payment bonds and performance bonds as required by the Contract shall be delivered to Town of Lyme with the executed Contract, if applicable, and within seven (7) days of the notice of award.
15. Contractor Selection:
 - 15.1 The Owner reserves the right to reject any and all bids or to waive any irregularities or informalities in any bid or in the bidding or to accept the one that in its judgement will be for the best interest of the Town of Lyme.

- 15.2 The Owner shall determine the "Lowest Responsible, Qualified Bidder" on the basis of the Bidder submitting the lowest "Base Bid"; its demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it can perform the required work in accordance with the Contract Documents.
- 15.3 Bids will be compared on the basis of the "Base Bid" of the items listed in the Bid and on the basis of the Bidder's experience and competence.
- 15.4 If the Lowest Base Bid exceeds the amount of funds available for the project, Owner reserves the right to increase or decrease any class, item or part of the work. Owner reserves the right to reject any and all bids if it is in its best interest to do so.
- 15.5 After determining the "Lowest Responsible, Qualified Bidder", Owner may initiate the contracting process.
16. The Town of Lyme representative will issue a Contract to the successful bidder by electronic mail or fax. An original of the Contract will be mailed to the Contractor. The Contract time shall begin on the date stated in the Notice to Proceed, and the Contractor shall begin construction at the site within 10 days thereafter, but not before submitting the required insurance certificates. The Contract time shall end 1 September 2018, although completion time may be extended at the Owner's discretion, weather permitting.
17. Project organization will be as follows:
- Scott Aubertine, Supervisor, Town of Lyme
 - Robin Grovesteen, Executive Assistant, Town of Lyme
 - Pat Weston, Highway Superintendent, Town of Lyme
18. A pre-bid site visit will be held at the project work area on or about 26 March 2018. The precise date, time, and meeting place will be arranged with all prospective bidders via telephone and/or email. The site visit will include entering Town property to view the proposed building location and surrounding land uses.
19. Bidding & Contract Schedule
- Date for Publication of Notice: March 18, 2018
 - Date for Questions from Respondents: March 28, 2018
 - Date for Response to Respondents' Questions: March 29, 2018
 - Date for Bid Submission: April 2, 2018
 - Date for Bid Opening: April 5, 2018 (6:00 pm EST)
 - Date for Bidder Selection: April 11, 2018
 - Date for Receipt of Draft Contract from Selected Firm: April 18, 2018
 - Date for Execution of Contract with Notice to Proceed: May 1, 2018
 - Date for Project Completion: September 1, 2018

END OF INVITATION TO BID

DOCUMENT NUMBER 00100

INSTRUCTIONS TO BIDDERS

Article 1. General

Bidding Documents containing the Bidding Requirements are provided to prospective bidders to enable them to prepare a bid. Documents that must be submitted with the Bid are listed at the end of the Instructions to Bidders.

Article 2. Defined Terms

- 2.1 The term "Addenda" (Addendum) means the written or graphic instruments issued prior to execution of the Agreement, which modifies or interprets the Bidding Documents and Contract Documents.
- 2.2 The term "Bidder" means any person, firm, or corporation submitting a Bid directly to the Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.
- 2.3 The term "Successful Bidder" means the most qualified, responsible and responsive Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- 2.4 The term "Bid" means the offer or proposal of the Bidder submitted on the prescribed forms setting forth the prices for the work to be performed and furnishing other required information.
- 2.5 The term "Base Bid" means the amount bid on all of the work required to complete a single Contract as described in the Contract Documents. The Base Bid submitted by the successful bidder combined with any additive or deductive amounts bid on alternates accepted by the Owner and any other modifications becomes the Contract Price.
- 2.6 The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form with related documents, the Non-collusion Affidavit, the Contract Documents, and Example Pre-Engineered Building Specifications (Attachment 2), and includes all Addenda issued prior to receipt of Bids.
- 2.7 The term "Owner" refers to Town of Lyme.
- 2.8 The term "Notice of Award" is a written notice by the Owner to the Bidder that it is the successful Bidder and upon the Bidders compliance with the Owner's requirements the Owner will execute the Agreement, as appropriate, and/or issue a Work Order.

Article 3. Copies of Bidding Documents

- 3.1 Bidding Documents are available to each bidder at <http://www.townoflyme.com/>.

- 3.2 Complete sets of Bidding Documents must be used in preparing Bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Article 4. Examination of Contract Documents and Site

- 4.1 It is the responsibility of each Bidder before submitting a Bid to a) examine the Bidding Documents thoroughly; b) visit the project area to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work. c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; d) study and carefully correlate Bidder's observations with the Contract Documents; and e) notify the Owner of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Information Available to Bidders.

For the convenience of Bidders, the Owner is providing the items and information listed below which the Owner has in its possession and which may relate to the Work, the Project, or the site. The Owner has not made any independent investigation to determine the accuracy or completeness of any such items and information; and all such items and information are provided or made available to Bidders without any representation or warranty by the Owner whatsoever as to their accuracy, completeness, or relevancy. Bidders are solely responsible for independently evaluating any such items and information; and such items and information shall not be relied upon by the Bidders without careful independent verification.

1. Manufacturers' drawing(s) and example specification(s) for a Calhoun HT Series fabric membrane covered structure (Attachment 2). These drawing(s) and specification(s) provide a general idea of the work to be performed. Final drawings and specifications certified by a professional engineer licensed in the State of New York will be provided by the Successful Bidder as part of the Work.
2. Aerial photographs of the project location (Attachment 3).
3. Photograph taken by Town personnel of test pit excavated within the proposed fabric structure footprint. The test pit was excavated using a backhoe until refusal at approximately 9 ft below grade (Attachment 3).

4.3 Bidder's Representations. By submitting a bid, each bidder represents:

- 4.3.1 It understands site conditions and has reviewed the Bidding Documents; it has made any other investigations, explorations or tests and has obtained any other data it considers necessary for preparation of its Bid; and it has read and understands provisions relevant to differing and unknown conditions.
- 4.3.2 It has read, studied, and understands the entire set of Bidding Documents and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.

- 4.4.3 Its Bid is based on providing all of the material, labor, equipment and services necessary to complete the Work in full compliance with the Contract Documents without exception.

Article 5. Interpretations and Addenda

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Owner in writing. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Owner as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Owner.

Article 6. Bid Security

Each Bid must be accompanied by Bid Security conforming to the requirements of Document Number 00410, Bid Security.

Article 7. Contract Time

The Contract Time within which the Work is to be Finally Completed and ready for acceptance and final payment are set forth in the Invitation to Bid.

Article 8. Liquidated Damages

Not used.

Article 9. Substitute or Proposed Equivalent ("Or Equal") Items

Substitutions must be approved by the Engineer.

Article 10. Listing of Subcontractors

See Document 00430.

Article 11. Bid Form

- 11.1 The Bid Form is included with the Bidding Documents; additional copies may be reproduced by the Bidder.
- 11.2 All blanks on the Bid Form must be completed legibly in ink or by typewriter.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be legibly printed in ink or typed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.
- 11.8 Bids must include lump sums as indicated for each bid Schedule in Document Number 00300-Bid Form. Bids that do not include a price for every item in Document Number 00300 may be rejected.

Article 12. Submission of Bids

Bids shall be submitted at the time and place indicated in Document Number 00010, Invitation to Bid, and shall be enclosed in an opaque sealed envelope, marked with the Project title. The envelope shall bear the name and address of the Bidder and the Bid shall be accompanied by the Bid security and other required documents.

Article 13. Modification and Withdrawal of Bids

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within two days after Bids are opened, any Bidder files a duly signed, written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Error in judgment or carelessness in reading the plans or specifications may not be considered acceptable cause for withdrawing a Bid without forfeiture of Bid Security at the Owner's option.

Article 14. Opening of Bids

Bids will be opened and evaluated by the Owner. The Owner will make a recommendation of award to the Owner who reserves the right to award the project to any bidder it chooses.

Article 15. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for the period stated in the Invitation to Bid, but the Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

Article 16. Award of Contract

- 16.1 The Owner reserves the right to reject any and all Bids and to waive any and all irregularities in Bids. The Owner reserves the right to reject any non-conforming,

nonresponsive, incomplete, unbalanced or conditional Bids. The Owner also reserves the right to reject the Bid of any Bidder that in the Owner's judgment would not be financially or otherwise responsible or that does not meet pertinent minimum experience criteria established by the Owner.

- 16.2 In evaluating Bids, the Owner will consider whether or not the Bids comply with the prescribed requirements, and include such alternates, unit prices and other data, as may be required in the Bid Form and supplements thereto.
- 16.3 Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between bid amounts stated in words and in figures will be resolved in favor of the amount stated in words.
- 16.4 The Owner may accept any alternate without regard to the order in which they are listed and will determine the lowest Bidder on the basis of the Base Bid and the alternates accepted.
- 16.5 If a contract or contracts is/are to be awarded, this will be based on the Owner's evaluation of the bids.
- 16.6 If the contract or contracts is/are to be awarded, Owner will give the Successful Bidder(s) a Notice of Award within the number of days stated in the Document Number 00010, Invitation to Bid.
- 16.7 Owner may elect to award all or portions of the project to one or multiple bidders

Article 17. Contract Security

- 17.1 The Owner's requirements for performance and payment bonds are set forth in Document Numbers 00410 and 00420. Bonds must be furnished using the forms (Document Numbers 00410 and 00420) provided herein.
- 17.2 The Successful Bidder shall engage a surety who through binding agreement will assume liability for all debts and responsibility for the acceptable performance of the Work under this contract if the Contractor defaults.

Article 18. Insurance

The Successful Bidder shall purchase insurance from an insurance company or companies who meet the Owner's and State of New York requirements and will provide the required insurance and will furnish insurance certificates prior to commencing the work. A copy of the State of New York Master Contract for Grants and other relevant contractual documents are appended as Attachment 1.

Article 19. Signing of Agreement

The Agreement shall be executed and returned as stated in Document Number 00010, Invitation to Bid.

Article 20. Limitation of Liability

Article 6 of the Bid Form, Document Number 00410, contains the Limitation of Liability Clause.

Article 21. Non-collusion Affidavit

Document Number 00480 is the Non-collusion Affidavit and shall be submitted with the other required Bid Documents.

Article 22. State and Local Sales Tax

The Contractor shall comply with all state and local sales tax laws of the State of New York. Any applicable taxes should be described included in the bid amount.

Article 23. Pre-bid Conference

A pre-bid site visit will be held, as described in Article 24.

Article 24. Pre-Bid Site Visit; Access to Site

A pre-bid site visit will be held on 1:00 PM on 26 March 2018. The site visit will consist of walking the project site.

Article 25. Not Used

Article 26. Not Used

Article 27. Permits

It will be the responsibility of the Bidder to evaluate all permitting requirements applicable to this project and to obtain all necessary permits prior to commencement of Work.

Article 28. Not Used

Article 29. Documents that must be submitted with Bids

Bidders must submit the following signed Documents with their Bids:

1. Bid Form filled in with bidder's prices
2. Bid security
3. Insurance certificates showing coverages for liability and worker's compensation. These certificates do not have to be in force at the bid but must be at the time of signing the contract.
4. Non-collusion Affidavit.
5. Completed Bidder's References, Bidder's Qualifications, and Subcontractor List, Document Numbers 00416, 00420, and 00430.

END OF INSTRUCTIONS TO BIDDERS

DOCUMENT NUMBER 00300

BID FORM

Project Identification:

Lyme Salt and Sand Storage Facility Project - 2018
Chaumont, New York

This Bid is Submitted To:

The Owner

The Owner is:

Town of Lyme

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement to furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Article 2

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for the time period stated in Document Number 00010 - Invitation to Bid. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements as stated in Document Number 00010 - Invitation to Bid and Document Number 00100 - Instructions to Bidders.

Article 3

In submitting this Bid, Bidder represents that:

- (a) Bidder has examined copies of all the Bidding Documents.
- (b) Bidder is familiar with the nature and extent of the Contract Documents, work, site locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- (c) Bidder has studied carefully all reports, photographs, and drawings, which are attached and/or identified in Document Number 00100 - Instructions to Bidders, Article 4.2, Information Available to Bidders.

Bidder has read and accepts the provisions as described in the Bidding Documents, which limit the extent to which the Contractor may rely on information provided by the

Owner with regard to: a) subsurface soil conditions, b) existing concealed or underground utilities and underground facilities, and c) existing structures and facilities.

- (d) Bidder has read and accepts the provisions as described in the Bidding Documents identifying the Contractor's responsibility: a) for using care in making excavations, b) for damage to existing utilities and underground facilities and for loss of use thereof, and c) for the protection of workers and others from known and unknown or concealed hazards.
- (e) Bidder has read and accepts the provisions as described in the Bidding Documents, which identify the conditions under which the Contractor may be entitled to a change in Contract Time or Price due to differing or unknown conditions.
- (f) Bidder has reviewed the Bidding Documents and has included provisions to conduct any other investigations, explorations or tests and has obtained any other data it considers necessary for preparation of its Bid.
- (g) Bidder has given the Owner written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the Owner is acceptable to the Bidder.
- (h) Bidder has read, studied, and understands the entire set of Bidding Documents and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.
- (i) Bidder represents that its Bid is based on providing all of the material, labor, equipment, and services necessary to complete the Work in full compliance with the Contract Documents without exception.

Article 4

- (a) **Declaration of License Status.** Bidder declares it will be a Registered Contractor with the State of New York Department of Labor at the time of Contract Execution.
- (b) **Trench Sheeting and Shoring.** Bidder shall list on its Bid as a separate Bid Item costs associated with trench sheeting, shoring, and bracing required by OSHA regulations for trenching and excavation in excess of 5 feet.

Article 5

Bidder will complete the Work for the lump sum shown in the Bid Schedules below. Some or all of the bid items may or may not be awarded as determined by the Owner.

Schedule A: Design Package	Quantity	Unit	Unit Price (\$)	Total Item Bid Price (\$)
A1. Subsurface Investigation (OPTIONAL)	1	LS		
A2. Engineered Drawings and Specifications	1	LS		
TOTAL:				

Schedule B: Foundation Wall System and Steel and Fabric-Covered Building	Quantity	Unit	Unit Price (\$)	Total Item Bid Price (\$)
B1. Preparation and Construction of Foundation Wall System	1	LS		
B2. Building and Complete Installation Thereof	1	LS		
B3. Provide Pre- and Post-work Photographic Documentation	1	LS		
TOTAL:				

Basis for Award

The following is only a summary schedule that will be used for comparing bids. The project may be awarded based on the lowest price for the sum of the schedules as follows:

Basis of Award			
Item No.	Quantity	Unit	Total Item Bid Price (\$)
Schedule A complete	1	Total	
Schedule B complete	1	Total	
GRAND TOTAL:			

Article 6

- (a) Bidder agrees that the work will be finally complete and ready for acceptance and final payment in accordance with the contract documents on or before the dates or within the number of calendar days indicated in the Invitation to Bid.
- (b) Bidder accepts all Indemnity Clauses contained in the Contract Documents.
- (c) Bidder accepts the provisions of the Contract as to liquidated and actual damages in the event of failure to complete the Work on time.
- (d) Bidder accepts the Limitation of Liability Clause as stipulated hereinafter:

The Contractor on behalf of itself and its (any tier) subcontractors, suppliers, materialmen, sureties, insurers, manufacturers, and lenders, and their officers, directors, shareholder, partners, employees agree to limit the liability of Owner, Consultants, and their officers, directors, shareholder, partners, employees, agents and consultants (hereinafter "ODE&E") for any error, omission, negligence, termination, breach and any claim of any type in law or equity such that the total aggregate liability of ODE&E, including its own attorney's fees and costs, to the above named will not exceed \$50,000.
- (e) The Contractor agrees that there is no limitation on the quantities that may be required to complete the project at the time of performance of the work.

Article 7

The following documents are attached to and made a condition of this Bid:

1. This Bid Form
2. Required Bid Security in the form of Cashier's Check or Bid Bond
3. Required Draft Insurance Certificates for review prior to awarding the contract
4. Executed Non-collusion Affidavit
5. Bidder's References
6. Bidder's Qualifications
7. Subcontractor Listing

Article 8

Not Used

Article 9

Bidder declares that it will be a registered Contractor with the New York State Department of Labor at the time of contract award.

Registration Number: _____

SUBMITTED on _____, 20____.

If Bidder is:

An Individual

By: _____
(Individual's Name)

(Signature)

Doing business as: _____

Business Address: _____

Telephone No.: _____ (SEAL)

A Partnership

By: _____ (SEAL)
(Firm Name)

(General Partner Name)

(Signature)

(Title)

Business Address: _____

Telephone No.: _____

DOCUMENT NUMBER 00410

BID SECURITY

- 1.1 Bid Security, made payable to Town of Lyme, shall accompany each Bid. Bid Security shall be in the form of a cashier's check or certified check in the amount of not less than five percent (5%) of the Bidder's maximum price, or in the form of a Bid Bond in said amount (in the form attached). Bid Bond shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 750 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act.
- 1.2 Bid Security shall remain subject to acceptance for thirty (30) days after the day of the Bid opening, but the Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
- 1.3 The Bid Security of the successful Bidder will be retained until such Bidder has:
 - (a) Executed the contract agreement,
 - (b) Furnished a performance bond and a payment bond fully executed as described in the Contract Forms section. **PERFORMANCE AND PAYMENT BONDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THE CONTRACT DOCUMENTS AS DOCUMENT NUMBERS: 00410 AND 00420. OTHER BOND FORMS ARE NOT ACCEPTABLE.**
 - (c) Furnished certificates of insurance, with required endorsements, as described in the General Conditions, and

If the successful Bidder fails to deliver the executed documents described above within fifteen days after Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- 1.4 The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the twenty-first day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.
- 1.5 Bid Security with Bids, which are not competitive will be returned within seven days after the Bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are
hereby held and firmly bound unto _____ as
Owner in the penal sum of _____
dollars for the payment of which sum, well and truly to be made, we hereby bind ourselves, our
successors and assigns jointly and severally firmly by these presents.

Signed and sealed, this _____ day of _____, 20____.

The Condition of the above obligation is such that where the Principal has submitted a
certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for
construction of

Town of Lyme
Salt and Sand Storage Facility Project - 2018

NOW, THEREFORE;

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of the Agreement attachment hereto (properly completed in accordance
with said Bid) and shall furnish Bonds for Faithful Performance of said contract, and
for the Payment of all persons performing labor and furnishing material in
connection therewith, and provide certificates and policies of insurance as specified
in the Bid documents and shall in all other respects perform the agreement created
by the acceptance of said Bid, then this obligation shall be void, otherwise the same
shall remain in force and effect; it being expressly understood and agreed that the
liability of the Surety for any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation as herein stated.

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

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

Principal (Seal)

By: _____

END OF BID BOND

DOCUMENT NUMBER 00416

BIDDER'S REFERENCES
(To be submitted with Bid)

Reference is hereby made to the following bank or banks about the financial responsibility of the Bidder:

<u>Name of Bank</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

Reference is hereby made to the following surety company or companies about the financial responsibility and general reliability of the Bidder:

Name of Surety Company _____

Name of Surety Company _____

Signature of Bidder _____

Title _____

Company _____

Address _____

END OF BIDDER'S REFERENCES

DOCUMENT NUMBER 00420

BIDDER'S QUALIFICATIONS
(To be submitted with Bid)

The Bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

<u>Year</u>	<u>Type of Work</u>	<u>Contract Amount</u>	<u>For Whom</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signed _____
(Same signature as on bid form)

END OF BIDDER'S QUALIFICATIONS

DOCUMENT NUMBER 00430

SUBCONTRACTOR LIST

Each Bidder shall set forth below:

(a) The name and the location of the place of business of each Subcontractor who will perform work or labor, fabricate a portion of the work or render service to the Contractor in or about the construction of the work in excess of \$9,999.99.

(b) The portion of the work, which will be done by each such Subcontractor. The Contractor shall list only one Subcontractor for each portion of the work.

If the Bidder fails to specify a Subcontractor for any portion of the work as above-stated, or if the Bidder lists more than one Subcontractor for the same portion of the work, he agrees to perform that work himself. The following is submitted concerning Subcontractors:

<u>Name:</u> <u>Subcontractor</u>	<u>Address</u> <u>Shop, Mill or Office</u>	<u>Portion of</u> <u>Work to be</u> <u>Done</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature of Bidder)

END OF SUBCONTRACTOR LIST

DOCUMENT NUMBER 00480

NON-COLLUSION AFFIDAVIT
(To be submitted with Bid)

Bidders are required to execute the following Non-collusion Affidavit.

NON-COLLUSION DECLARATION TO BE SUBMITTED WITH BID

I, _____, declare that I am _____
(Name) (Title)
of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on _____, 20____, in _____.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct.

(Signature of Declarant)

END OF NON-COLLUSION AFFIDAVIT