

**SECTION C
BID PROPOSAL
PROPOSED STATION ROAD
CULVERT REPLACEMENT PROJECT
VILLAGE OF IRVINGTON
WESTCHESTER COUNTY, NEW YORK**

To:

Bid Submitted By:

**Village Hall
Village of Irvington
85 Main Street
Irvington, NY 10533**

(Name)

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Plans and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefor, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Plans and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/We will commence the work within five days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract.
6. I/We agree that the Owner reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.

7. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
8. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least seventy-five (75) calendar days from the date of the opening of bids, and that with said period of seventy-five (75) days, the Village will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We hereby agree that I/We accept the unit prices and/or lump sums on the following pages, for the various items of work.
12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

_____ Date: _____
 (Legal Name of Bidder)

By: _____
 (Authorized Signature)

Corporate Seal
 (if incorporated)

Bidder acknowledges receipt of Addenda as follows:

_____	_____
	Signature
_____	_____
	Signature
_____	_____
	Signature

The following is a list of places where we have performed work of similar character and magnitude, together with references:

Project Name & Location	Approximate Cost	References & Telephone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

_____	_____
(PRINT NAME)	(ADDRESS)

_____	_____
(PRINT NAME)	(ADDRESS)

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Date: _____

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PROPOSED STATION ROAD CULVERT REPLACEMENT PROJECT
IRVINGTON, NY

Name of Bidder _____

Email: _____

Address _____

Telephone: _____

City, State Zip _____

Fax: _____

Note: The Lump Sum and Unit Price amount is to be written in both words and numbers. In case of discrepancy, the amount shown in words shall govern. The price shall be in dollars and cents. The Lump Sum amount shall include all labor, materials, equipment, services, etc. required to complete the work in accordance with the Plans, Specifications and all other Contract Documents within the specified completion date

SECT	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE (IN NUMBERS)	UNIT PRICE (IN WORDS)	TOTAL PRICE
BBC	Bituminous Base Course	TN	60			
BBGR	Box Beam Guide Rail	LF	45			
BTC	Bituminous Top Course	TN	40			
CC	Concrete Curbs	LF	150			
CGR	Clearing, Grubbing, and Removals (Including trees less than 8 inches)	LS	LS			
CPP	Furnish and Install Corrugated Polyethylene Pipe (12" Diam)	LF	40			
CS	Concrete Structure (Catch Basins)	EA	3			
CSG	Furnish and Place Crushed Stone & Gravel (Item 304.14)	CY	100			
CSG	Furnish and Place Crushed Stone & Gravel (Select Fill, NYSDOT 203.06)	CY	30			
CSG	Furnish and Place Crushed Stone & Gravel (3/4 inch gravel)	CY	20			
DF	Dense Fill	CY	40			

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SECT	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
DIF	Furnish and Install Ductile Iron Fittings (8 inches)	LBS	900			
DIF	Furnish and Install Ductile Iron Fittings (12 inches)	LBS	900			
DIP	Furnish and Install Ductile Iron Pipe (8 inches)	LF	50			
DIP	Furnish & Install Ductile Iron Pipe (12" sewer)	LF	50			
DW	Dewatering	NP	NP	NP	NON-PAYMENT	NON-PAYMENT
ECD	Furnish, Install, and Maintain Sediment and Erosion Control Devices	LS	LS			
FIV	Furnish & Install Gate Valves	EA	2			
LS	Landscaping	ALLOW	ALLOW	\$5,000.00	Five-Thousand	\$5,000.00
MEE	Miscellaneous Earth Excavation	CY	50			
MPT	Maintenance and Protection of Traffic	LS	LS			
PCBC	Furnish and Install Precast Concrete Box Culvert	LS	LS			
PM	Pavement Markings (Epoxy 4")	LF	280			
PM	Pavement Markings (Epoxy 12")	LF	24			
PVCS	Furnish and Install PVC Sewer Pipe and Fittings (12" Diam)	LF	50			
R	Restoration	NP	NP	NP	NON-PAYMENT	NON-PAYMENT

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SECT	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
RER	Rock Excavation and Removal	CY	30			
RR	Rip Rap	SY	120			
SCP	Saw Cutting Pavement	NP	NP	NP	NON-PAYMENT	NON-PAYMENT
SM	Sewer Manholes	EA	2			
TB	Thrust Blocks	CY	20			
TR	Tree Removal (Greater than 8 inches)	EA	4			
TRP	Tree Protection & Site Features to remain	NP	NP	NP	NON-PAYMENT	NON-PAYMENT
TSS	Furnish and Install Topsoil and Seed	SF	850			
UFG	Unclassified Excavation, Filling and Grading (import)	CY	20			
TOTAL BASE BID						

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CON EDISON GAS WORK						
SECT	BID ITEM	UNIT	EST. QUANT.	UNIT PRICE	UNIT PRICE	TOTAL PRICE
				(IN NUMBERS)	(IN WORDS)	
	Con Edison Gas Work (fixed price lump sum)	LS	LS	\$149,405.38	One hundred forty-nine thousand, four hundred and five dollars and thirty-eight cents.	\$149,405.38
TOTAL CON EDISON WORK						\$149,405.38

BASE BID AND CON EDISON TOTALS	
TOTAL BASE BID	
TOTAL CON EDISON WORK	\$149,405.38
COMBINED TOTAL	

The total bid shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit prices in words shall govern.

The estimated quantities are not guaranteed and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein.

The contractor is further advised that the estimated quantities shown in the Bid Sheets may be reduced or deleted in order to insure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price Bid shall remain in effect for this work.

STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or 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 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 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.
 - (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. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that _____ be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

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

_____ corporation at a meeting of the

Board of Directors held on the _____ day of _____, 20__.

(SEAL OF THE CORPORATION)

(SECRETARY)

Laws of New York, 1965
Ch. 751, Sec. 103-d, as amended
effective September 1, 1965

OFFER OF SURETY

(To be completed by each Bidder)

In the event the above Proposal is accepted and the undersigned is awarded the Contract for the work, the undersigned offers a surety for faithful performance, bond and/or bonds to protect labor and material men, the following surety:

SURETY COMPANY

Signed _____
(Bidder)

CERTIFICATE OF SURETY to be signed by a duly authorized official, agent or attorney of the Surety Company.

In the event that the above proposal is accepted and the contract for the work is awarded to said

(Bidder's Name) the _____
(Surety Company)

will execute the Surety Bonds as hereinbefore provided.

Signed: _____
Authorized Official, Agent or Attorney

Date: _____

IMPORTANT: THIS PAGE MUST BE FILLED OUT WHEN CERTIFIED CHECK IS SUBMITTED IN LIEU OF BID BOND, OR BID MAY BE REJECTED.



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS: that

(as Principal, hereinafter called Principal, and

a corporation duly organized under the laws of the State of
as Surety, hereinafter call the Surety, are held and firmly bound unto

as Obligee, hereinafter called Obligee, in the sum of

Dollars (\$) _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amounts for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____

	_____ <i>(Principal)</i> <i>(Seal)</i>
_____ <i>(Witness)</i>	_____ <i>(Title)</i>

	_____ <i>(Surety)</i> <i>(Seal)</i>
_____ <i>(Witness)</i>	_____ <i>(Title)</i>

HOLD HARMLESS AGREEMENT

(To be approved by your Attorney)

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and save harmless, the Village of Irvington, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Irvington or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name) _____

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

NOTARY:

Subscribed and sworn to before me
this _____ day of _____, 2016

Notary Public

INSURANCE

Contractor shall furnish a Certificate of Insurance prior to commencing work evidencing.

- A. Worker's Compensation and Employer's Liability Policy: Covering operations in New York State.
- B. Comprehensive General Liability Policy: With limits of no less than \$1,000,000/\$3,000,000 Bodily Injury and Property Damage, and including coverage for:
 - A. Products/Completed Operations.
 - B. Independent Contractors.
 - C. Explosive, collapse and underground losses (x.c.u.).
 - D. Contractual Liability (covering Hold Harmless attached).
 - E. Broad from Property damage liability (including completed operations).
 - F. Personal Injury including hazards i,ii,iii.
 - G. Village of Irvington shall be named as an "Additional Insured" on the policy and the Certificate of Insurance shall show this as to the liability coverage on the certificate.
- C. Comprehensive Automobile Policy: With limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicle.
- D. Umbrella Excess Liability: With limits no less than \$5,000,000 each occurrence.
- E. Owner's Protective Liability Policy: With limits no less than \$1,000,000 shall be taken out and maintained during the life of this contract which will protect the owner from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- F. Property Insurance: The Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- G. Contractor's Equipment: The Contractor shall insure all equipment, tools, portable enclosures, and vehicles owned, leased or used by them and shall evidence coverage with a Certificate of Insurance. The Contractor shall hold the evidence coverage with a Certificate of Insurance. The Contractor shall hold the Owner harmless for any loss or damage to such equipment, tools, etc.

- H. Insurance Covering Special Hazards: The following special hazards shall be covered by the Commercial General Liability Insurance and the Umbrella Liability Insurance: Pollution Liability and Environmental Impairment Liability.
- I. All Policies and Certificate of Insurance of the Contractor shall contain the following clauses:
 - A. Insurers shall have no right to recovery or subrogation against the Owner, Architect and Construction Manager (including its employees and other agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for my and all losses covered by the above-described insurance.
 - j. Certificates shall provide that thirty (30) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Owner. Policies that lapse and/or expire during term of work shall be re-certified and received by the Owner no less than thirty (30) days prior to expiration or cancellation.

The Contractor shall furnish to the Owner Certificates of Insurance for a, b, c, d, e, f, g, h, i and j above, as evidence of coverage prior to signing of contract.

The cost of furnishing the above insurance shall be borne by the Contractor, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items. The Contractor shall require all subcontractors to provide this same insurance coverage.

Contractor's Signature

Date

Print Name and Title