

**Syracuse Division
Bundled Bridges**

TAS 17-37B, Contract No. D800001

**Request for Proposals**

INSTRUCTIONS TO PROPOSERS

APPENDIX E

FORMS

**(Editable Forms)**

Amendment #1, November 8, 2017

**APPENDIX E**

**Form Designator Form Title**

Proposal Form

FP Form of Proposal

FP(A) Appendix to Form of Proposal

General Forms

AAP-10 MWBE Solicitation Log

AR Acknowledgement of Receipt of RFP, Addenda and Responses to Questions

ATC Alternative Technical Concept Submittal Form

BDEA\*\* Bid Document Escrow Agreement

C Proposer’s Representative

CR Commitment to Assign Identified Resources to Project

EEO Equal Employment Opportunity Certification

G Gantt Chart

KP Key Personnel Information

L-3 Authorization to Provide Professional Services in New York State

LC Lobbying Certificate

LLL Disclosure of Lobbying Activities

LDB List of Proposed MWBEs

LSI Letter of Subcontract Intent

NC Non-Collusion Affidavit

PAB\*\* Form of Payment Bond (Labor and Material Bond)

PEB\*\* Form of Faithful Performance Bond

R Summary of Individual’s Experience

RFC Request for Change

SA\* Stipend Agreement

SCD Schedule of Contract Durations

SDU Schedule of Proposed MWBE Utilization

U Conflict Questionnaire

Price Proposal Forms

PP Price Proposal Cover Sheet

SP Schedule of Prices

WPS Work Payment Schedule

PB Proposal Bond

\* Included for reference only. Form or Agreement to be submitted after Proposal Due Date

\*\* Included for reference only. Form or Agreement to be submitted after Proposal Due Date by the selected Best Value Proposer

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# Form FP – Form Of Proposal

Form FP shall be filled out by the Proposer only or by each Principal Participant if the Proposer is a Joint Venture and does not have a Federal ID Number and a New York State Vendor ID Number.

|  |  |
| --- | --- |
| **PROPOSER** |  |
| **NAME** |  |
| **TITLE** |  |
| **TELEPHONE No.** |  |
| **ADDRESS** |  |
| **STATE FINANCIAL SYSTEMS VENDOR ID NUMBER** |  |
| **FEDERAL ID NUMBER** |  |

**TO NEW YORK STATE THRUWAY AUTHORITY (THE “AUTHORITY”):**

The undersigned proposes to design and construct this Project in accordance with the Part 1 - Design-Build Agreement, Part 2 - Design-Build Section 100, Part 3 - Project Requirements and all other Contract Documents and certifies to furnish and deliver all the materials and to do all work and labor required for the design and construction and other identified activities for the Syracuse Division Bundled Bridges, in Onondaga, Madison, Oneida and Herkimer Counties, at the prices stated in the Schedule of Prices (Form SP). The undersigned also certifies that the undersigned has examined the Site and the RFP, including Parts 1 through 10 inclusive of the Contract Documents before submitting the Proposal and is satisfied as to the requirements therein. As further consideration for the award of this Contract, the undersigned agrees to the following terms, conditions and acknowledgments:

1. To execute the Contract and to furnish Contract security, as specified in Contract Documents Part 2, DB Section 103-3 and Form FP(A) within the time period prescribed in Section 6.0 to the Instructions to Proposers, and failing to do so, to forfeit the accompanying check or Proposal Bond to the Authority as liquidated damages, and the Authority may proceed to award the Contract to others.
2. To commence Work promptly following the effective date of the Notice to Proceed, and to complete the Work by the milestone dates and completion deadlines specified in the Contract Documents.
3. To furnish a performance bond and a payment bond in the amount specified in the RFP for the full, complete and faithful performance of this Contract.
4. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries or parent corporations (check appropriate box following):

[ ]  Have not in any way participated in any activities in restraint of trade, or been debarred with relation to public contracts either in the State of New York or any other State of the United States or on any federally-assisted contract during the five-year period immediately preceding this Proposal or 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 this Contract.

[ ]  Have participated in activities in restraint of trade with relation to public contracts either in the State of New York or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding this Proposal or entered into collusion, or restraint of free competitive bidding on this Contract, and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

1. In accordance with the Contract to repair, maintain and guarantee all work performed thereunder as specified in the Contract Documents.
2. The undersigned agrees that any and all claims that the undersigned may have for overcharges resulting from antitrust violations as to goods, services and materials purchased in connection with this Proposal are hereby assigned to the Authority, but only to the extent that such overcharges are passed on to the Authority. The undersigned further agrees to require its Subcontractors to assign any and all such claims for overcharges to the Authority, but only to the extent such overcharges are passed on to the Authority, by executing an assignment on a form obtainable from the Authority prior to the commencement of work by a Subcontractor. The undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Authority.

The undersigned tenders herewith a Proposal Bond in the form of Form PB (see Appendix E to Instruction to Proposers).

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| **Proposer** |  |
| **Organization** |  |
| **By** |  |
| **Title** |  |
| **State of**  |  | }ss |
| **County of** |  |

**CORPORATE ACKNOWLEDGMENT**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (in New York)**

**STATE OF NEW YORK }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (outside of New York)**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument[, and that such individual made such appearance before the undersigned in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city or political subdivision and the state or county).

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**Notary Public**

# FORM FP(A) - APPENDIX TO FORM OF PROPOSAL

1. Proposal Validity Period 120 days from Proposal Due Date

2. Warranty Period: Per DB §104

3. Proposal Bond (Form PB) 5% of Proposal Amount

4. Performance Bond (Form PEB) 100% of Contract Amount

5. Payment Bond (Form PAB) 100% of Contract Amount

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| 6. | Design-Builder’s minimum required insurance | Per Contract Documents Part 1 DB Agreement Article 17 and Part 2, DB § 107-27.3 |

1. Liquidated Damages Per Part 1 Design-Build Agreement Article 19 and Special Provision SP-6

8. The address of Authority’s Designated Representative:

**James Chicoine and Michael Doyle**

**Attention: Syracuse Division Bundled Bridges Design-Build Project**

**Office of Capital and Contracts Management**

**New York State Thruway Authority**

**200 Southern Blvd., 2nd Floor North**

**Albany New York 12209**

email: SyracuseDB@thruway.ny.gov

**Form AAP-10**

 **MWBE SOLICITATION LOG**

Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Proposal Due Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date Submitted \_\_\_\_\_\_\_\_\_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Contractor Name / Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  | Firm NameContact | Pgm | Telephone No.E-Mail Address | NYSDOT Work Codes(s) | Date of Contact | Method(s) ofContact | MWBE Response Code(s) | Bidder Action Code(s) |
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**Notes:**

Pgm: MWBE, MBE, WBE, or None

Method(s) of Contact: Mail, E-Mail, Phone, Fax, or Face-to-Face

M/WBE Response Codes: 11–Submitted Written Quote 12-Submitted Verbal Quote 13-Negotiating with Prime 14-Developing Quote 21-Not Certified for Item(s) 22-Location Unacceptable 23-No Price Agreement 24-No Time for Bid 25-Schedule Unacceptable 26-Other

Bidder Codes: 31-Selected 32-Unavailable 33-No Longer in Business 34-Undeliverable 35-Unreachble 36-Unresponsive 37-Not Selected

Proposers shall complete Form AAP-10 using the form-enabled pdf file located on the Authority’s Project web site.

**FORM AR - ACKNOWLEDGMENT OF RECEIPT OF RFP, ADDENDA AND RESPONSES TO QUESTIONS**

(to be attached to Volume 1 of Proposal)

|  |
| --- |
| **NAME OF PROPOSER** |
|  |

We hereby acknowledge receipt of the Syracuse Division Bundled Bridges, Design-Build Project RFP, dated Amendment #1, November 8, 2017 and subsequent responses to questions and Addenda issued by the Authority, as listed below.

*Add additional lines in tables below, if needed.*

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| **Addendum number:** | **Date issued by Authority:** |
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| **Responses to questions number:** | **Date issued by Authority:** |
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| **SIGNED** |  |
| **DATE** |  |
| **NAME** (printed or typed)  |  |
| **TITLE** |  |

**Alternative Technical Concept (ATC)**

**Submittal Form**

**Form ATC**

|  |  |
| --- | --- |
| **Proposer:** |  |
| **Project Title, Contract #:** |  |
| **ATC Title:** |  |
| **ATC No.:** |  | **Date:** |  |

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| **A** | **Description: Provide a detailed description of the configuration of the ATC or other appropriate descriptive information.** |
|  |
| **B** | **Usage: Describe where and how the ATC would be used on the Project.** |
|  |
| **C1** | **Deviations: Provide references to any requirements of the RFP Documents or to any elements of the Contract Documents that are inconsistent with the proposed ATC.**  |
|  |
| **C2** | **Provide an explanation of the nature of the proposed deviation and a request for: (a) approval of such deviations or (b) a determination that the ATC is consistent with applicable requirements.** |
|  |
| **D** | **Analysis: Provide an analysis justifying use of the ATC and why the deviations from the requirements of the RFP Documents should be allowed.** |
|  |
| **E1** | **Impacts: Provide an explanation of potential impacts of the ATCs on vehicular traffic with an emphasis on truck traffic in the community due to the construction.** |
|  |
| **E2** | **Provide an explanation of potential impacts of the ATCs on the environment (favorable and unfavorable) identified in appropriate environmental documents (especially with regard to the impacts and commitments of the EIS).** |
|  |
| **E3** | **Provide an explanation of potential impacts of the ATCs on the surrounding community.**  |
|  |
| **E6** | **Provide an explanation of potential impacts of the ATCs on the safety and life-cycle, Project and infrastructure costs (including impacts on the cost of repair and maintenance).** |
|  |
| **F1** | **Environmental Approvals: Provide an explanation of any changes in any Environmental Approval which would be required as a result of the ATC.**  |
|  |
| **F2** | **Provide an explanation of whether the ATC would require any deviation from the terms and conditions of any permit or of any anticipated or existing Environmental Approval or new Environmental Approval and, if so, an analysis of the steps required, costs involved and time that would be required to obtain, and the likelihood of success in obtaining, the required approval from the appropriate Governmental Agencies, as well as an analysis of all potential impacts on the Project.** |
|  |
| **G** | **History: Provide a detailed description of other projects where the ATC has been used under comparable circumstances, if any, the success of such usage, and names, email addresses and contact telephone numbers of project owners that can confirm such statements.** |
|  |
| **H** | **Risks: Provide a description of any added or reduced risks to the Authority and other Persons associated with implementing the ATC.** |
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| **I** | **Schedule: Provide an estimate of the impact of the ATC upon the Contract duration and schedule, including the Proposer’s estimate of the likely durations for any permits and consents necessary for the ATC.** |
|  |
| **J** | **Price: Provide an estimate of the impact (Savings Only) of the ATC on the Proposal Price.** |
|  |
| **K** | **ROW Requirements: Provide a list of additional ROW requirements, if any, and a description of when additional ROW would be required in order to implement the ATC.** |
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| **L** | **One-on-One Meeting: Provide a statement as to whether, in the Proposer’s view, a one-on-one meeting with the Authority would be appropriate to discuss the ATC.**  |
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| **M** | **Attach supporting drawings/sketches (Required).**  |
|  |

**Form BDEA**

**Bid Document Escrow Agreement**

**COMPTROLLER'S CONTRACT NO.**

**TAS:**

**PROJECT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement made this day of , 20\_\_\_, by and between NEW YORK STATE THRUWAY AUTHORITY (hereinafter “NYSTA”), whose principal office is located at 200 Southern Blvd., Albany, New York 12209, and , duly organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its principal office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Proposer").

WITNESSETH:

WHEREAS, NYSTA is currently procuring a design-build contract (the “Contract”) for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project (the “Project”);

WHEREAS, the Proposer submitted a proposal (“the Proposal”) in response to the Request for Proposals issued by NYSTA on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as amended by any addenda (as amended, the “RFP”); and

WHEREAS, NYSTA has decided to award the Contract to the Proposer.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ESCROWING OF BID DOCUMENTS.** The Proposer must agree, as a condition of the award of the Contract, to submit all Bid Documents to NYSTA, to be held by NYSTA in escrow. Failure to submit the Bid Documents to NYSTA within 15 days of the execution of this Agreement may result in the Proposer’s bid being deemed non-responsive, which would end the contracting process between NYSTA and Proposer on the Project.

The Bid Documents must clearly itemize the estimated costs of performing the work of each bid item contained in the RFP. The bid items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review.

Estimated cost should be broken into the Proposer’s usual estimate categories such as direct labor, equipment operations, expendable materials, permanent materials, and subcontractor costs. Plant and equipment and indirect costs should be detailed. The Proposer’s allocation of plant and equipment, indirect costs, contingencies, markup, and other items allocated to each bid item must also be included.

“Bid Documents” include all documents and data used by the Proposer to determine the bid on the project, include all writings, charts, data compilation, working papers, computer printouts and other documents, in any media, including hard copy and electronic, including but not limited to materials relating to the determination and application of design costs, construction inspection services costs, Material and lab testing services costs, equipment rates, overhead rates and related time schedules, labor rates, equipment rates, efficiency or productivity factors, arithmetic extensions, and subcontractor and material supplier quotations. Electronic copes of bid estimating software must have the audit trail option enabled.

“Bid Documents” also includes any manuals standard to the industry and used by the Proposer in determining its bid. Such manuals may be included in the Bid Documents by reference. The reference shall include the name and date of the manual, as well as its publisher.

The Bid Documents must constitute all of the information used in preparation of the bid, and the Proposer may not rely on any other documents it generated in the bid process in resolving disputes or claims, or in the course of litigation. This term does not limit NYSTA’s right to use other information in resolving disputes or claims, or in the course of litigation, nor does this term limit NYSTA’s right to discovery from Proposer.

If Proposer’s bid is based on subcontracting any part of the work, Proposer shall provide documentation sufficient to determine the basis for Proposer’s assignment of the portion of the bid designated to cover the subcontracted work. This documentation includes any Bid Documents submitted by the subcontractor to the extent they have been considered as part of the Proposer’s bid.

**ARTICLE 2. ESCROWED BID DOCUMENTS TO BE HELD BY NYSTA.** The Bid Documents will be held by the NYSTA in a locked container, to be provided by the Proposer. The Bid Documents will be maintained in either NYSTA’s main office (Southern Blvd., Albany, New York, 12209), or in the NYSTA Division Office supervising the Project.

The Bid Documents must be delivered to NYSTA in a sealed envelope or other container clearly labeled as to its contents and the name of the Project. A description of the Bid Documents, which makes their organization clear, must accompany the delivery of the Bid Documents. Each page of the Bid Documents must be marked with consecutive Bates Numbers. Each page of electronically-stored Bid Documents must also be Bates Numbered. Electronic Bid Documents that do not have pages, i.e. copies of bid estimating software, must be identified by a unique Bates Number. The Proposer will not be allowed to submit any additional Bid Documents.

The Proposer agrees to indemnify and hold NYSTA harmless against any loss, claim, damage, liability or expense incurred in connection with any action, suit, proceeding, claim or alleged liability arising from this Agreement; provided, however, that the NYSTA shall not be so indemnified or held harmless for its negligence or acts of bad faith by it or any of its agents or employees. This indemnification does not cover any action, suit, proceeding, claim or alleged liability asserted by the Proposer against NYSTA relating to the Contract.

**ARTICLE 3. CERTIFICATION OF BID DOCUMENTS.** The Bid Documents must be accompanied with a notarized certification signed by a chief officer of the Proposer. The certification must state that the material in the escrowed Bid Documents constitutes all the documentary information used to prepare the bid and that the certifying individual has personally examined the contents of the Bid Documents container and has found that the collection of documents in the container is complete. The certification shall also attest that the enclosed documentation is an exact copy of the original documentation. Further, the certification must also authenticate the Bid Documents, and state that the Bid Documents or copies thereof are admissible as evidence.

The certification must set forth the name and title of the certifying chief officer, and must contain the language below:

The undersigned hereby certifies that the Bid Documentation contained herein constitutes all of the information used in preparation of the bid. I have personally examined the collected documents and have found that this Bid Documentation is complete. The enclosed documentation is an exact copy of the original documentation, and is admissible as evidence.

**ARTICLE 4. TERMS FOR ACCESSING BID DOCUMENTS**. The Bid Documents shall be examined by both the Proposer and NYSTA at any time deemed necessary by either the Proposer or NYSTA to assist in the negotiation of price adjustments and change orders, or in the settlement of disputes and claims arising under the Contract.

Access to the Bid Documents shall be given to the Proposer’s and NYSTA’s designated representatives, and then only when and for the duration that both designated representatives are physically present. The Bid Documents shall be available during normal business hours. NYSTA will be entitled to review all or any part of the Bid Documents in order to satisfy itself regarding the applicability of the individual documents to the matter at issue. NYSTA will be entitled to make and retain copies of such documents as it deems appropriate in connection with any such matters, provided that NYSTA has executed and delivered to Proposer a confidentiality agreement specifying that all proprietary information contained in such documents will be kept confidential; that copies of such documents will not be distributed to any third parties other than NYSTA’s agents, attorneys, and experts; and that all copies of such documents (other than those delivered to a court) will be either destroyed, returned to the Bid Document collection, or returned to the Proposer upon final resolution of the negotiations or dispute.

Notwithstanding any other provisions herein, notification that the Proposer has initiated litigation or any other type of proceeding against NYSTA will be construed as permission for the NYSTA to review, copy, and otherwise make use of the Bid Documents, either with or without the presence of Proposer’s designated representative. However, under these circumstances NYSTA must still execute and deliver a confidentiality agreement, as described above.

**ARTICLE 5. NYSTA’S DESIGNATED REPRESENTATIVE.** The following person, or his/her successor, is NYSTA’s Designated Representative:

Name:

Title:

Address:

Phone:

Email :

**ARTICLE 6. PROPOSER’S DESIGNATED REPRESENTATIVE.** The following person, or his/her successor, is the Proposer’s Designated Representative:

Name:
Address:
Phone:
Email:

**ARTICLE 7. STATUS OF ESCROWED BID DOCUMENTS.** The Bid Documents are

and shall remain the property of the Proposer, subject to joint review by the Proposer and NYSTA as provided herein. NYSTA has not reviewed or considered the Bid Documents at the time of this Agreement. However, NYSTA understands that the Bid Documents may contain information: (1) known only to a limited extent and only by a limited number of employees of the Proposer; (2) that is safeguarded while in the Proposer’s possession; (3) that would be extremely valuable to the Proposer’s competitors by virtue of it reflecting the Proposer’s contemplated techniques of construction; (4) that could not be otherwise obtained or determined by Proposer’s competitors; and (5) that would cause a great deal of competitive harm to the Proposer if the information were to become public. Accordingly, pursuant to New York Public Officers Law § 89(5)(a)(1), Proposer may designate the Bid Documents, in all or in part, as exempt from disclosure under Public Officers Law § 87(2)(d).

NYSTA will have no interest in or right to the Bid Documents unless the Contractor gives written notice of intent to file a dispute or claim, files a written claim, files a written and verified claim, or initiates litigation against NYSTA. Under these conditions, or upon written authorization from the Proposer releasing the Bid Documents, NYSTA may review the bid documentation for the limited purpose of evaluating a dispute or claim or conducting litigation.

**ARTICLE 8. END OF ESCROW.** The Bid Documents will remain in escrow during the duration of the Contract and until such time as the following conditions have been satisfied: (1) the Contract has been completed; (2) Final payment has been issued by NYSTA and accepted by the Proposer; and (3) All litigation has been completed, and a written agreement has been executed between the Proposer and NYSTA that no further litigation or claims will be made.

**ARTICLE 9. MISCELLANEOUS TERMS.**

A) Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties that executed and approved this Agreement, or their successors.

B) Nothing in the Bid Documents shall change or modify the terms or conditions of the Contract.

C) If NYSTA fails to enforce any provision of this Agreement, that failure does not waive the provision or NYSTA’s right to subsequently enforce it.

D) New York law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this Agreement.

E) This Agreement contains all prior negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

F) All costs associated with preparation and submission of the Bid Documents must be included in the Contract bid price.

**ARTICLE 10. POWER TO EXECUTE AGREEMENT**

The undersigned representative of the Proposer certifies that he or she has full and complete authority to bind the Proposer to all terms and conditions of this Agreement, and that by executing the Agreement does so bind the Proposer.

IN WITNESS WHEREOF, this agreement has been executed by NYSTA and the Proposer, who have executed this Agreement on the day and year first written above.

|  |  |
| --- | --- |
| Recommended by  (Signature)  | Contract No. \_\_\_\_\_\_\_\_\_ |

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.

|  |  |  |
| --- | --- | --- |
| ATTORNEY GENERAL: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_New York State Thruway Authority  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |
|  |  |  |
| Approved \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature) (Title) |  |
|  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_For State Comptroller | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Contractor Firm Name) |  |

**[Proposer]**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BID DOCUMENT ESCROW AGREEMENT

APPENDIX A

**COMPTROLLER'S CONTRACT NO.**

**TAS:**

**PROJECT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The successful Proposer must agree to an escrow of all Bid Documents as a condition of the award of the Contract.**

Escrowing of Bid Documents is intended to further the spirit of cooperation and atmosphere of honesty and candor between the Authority and the Proposer. Escrowed Bid Documents are used to assist in the negotiation of price adjustments and change orders, and in settling disputes and claims.

The successful Proposer must agree, as a condition of the award of the Contract, to submit all Bid Documents to the Authority, to be held by the Authority in escrow and to be accessed only under the conditions set forth in the Bid Document Escrow Agreement. The Bid Documents must constitute all of the information used in preparation of the bid, and the Proposer may not rely on any other documents it generated during the bid process in resolving disputes or claims, or in the course of litigation.

The escrowed Bid Documents must clearly itemize the estimated costs of performing the work of each bid item contained in the RFP. The bid items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review.

“Bid Documents” includes all documents and data used by the Proposer to determine the bid on the project, including all writings, charts, data compilation, working papers, computer printouts and other documents, in any media, including hard copy and electronic documentation, including but not limited to materials relating to the determination and application of design costs, construction inspection costs, equipment costs and/or rates, overhead costs and/or rates and related time schedules, labor costs and/or rates, equipment costs and/or rates, efficiency or productivity factors, arithmetic extensions, subcontractor, fabricator, and material supplier quotations.

Escrowed Bid Documents must be accompanied with a notarized certification signed by a chief officer of the Proposer. The certification will state that the material in the escrowed Bid Documents constitutes all the documentary information used to prepare the bid and that the certifying individual has personally examined the contents of the Bid Documents and found that they are complete.

It is understood that the Bid Documents, or any portion thereof, are designated by the Proposer as trade secret material, and that the documents shall be protected from disclosure through FOIL.

# Form C

**PROPOSER’S REPRESENTATIVE**

In accordance with ITP Section 2.2.3, the following person is named as the Proposer’s Representative:

|  |  |
| --- | --- |
| **Proposer** |  |
| **Name of Proposer’s Representative** |  |
| **Company Affiliation** |  |
| **Address** |  |
| **Office phone (direct dial)** |  |
| **Cell phone** |  |
| **Email** |  |

# FORM CR

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO PROJECT

|  |
| --- |
| Understanding the Authority’s concern that the personnel resources, materials, equipment and supplies specifically represented and listed in this Proposal actually be assigned to the Contract (if awarded to this Proposer) and not also be committed to other Projects. |
|  |
| (Name of Proposer) |
| commits that the personnel resources shown in the Proposal, including identified design staff, and materials, equipment and supplies specifically listed in this Proposal will be available to the extent within this Proposer’s control. If awarded the Contract, this Proposer will undertake all reasonable efforts to provide all the Key Personnel identified in its Proposal on a full time basis for the periods necessary to fulfill their responsibilities. |

In making this commitment, we include the following reservations:

|  |
| --- |
|  |

(If made without reservation, enter “NONE” above.)

|  |  |
| --- | --- |
| Signed: |  |
| Printed name: |  |
| Title: |  |
| Date: |  |

*(To be executed by the Proposer’s designated Lead Principal Participant)*

# FORM EEO - Equal Employment Opportunity Certification

**To be executed by the Proposer, The Proposers Team (Design-Build Team) of Design, Construction Inspection, Materials Testing or Laboratory, Principal Participants and proposed known Subcontractors.**

|  |  |  |
| --- | --- | --- |
| The undersigned certifies on behalf of |  | that: |
|  | (Name of entity making certification) |  |

*check one of the following boxes)*[ ]  It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

[ ]  It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
*(check one of the following boxes)*

[ ]  It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

[ ]  It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

|  |  |
| --- | --- |
| Signature: |  |
| Title: |  |
| Date: |  |
| If not Proposer, relationship to Proposer: |  |

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.
Proposers, Principal Participants, and proposed Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Authority of Labor.

# Form G

**Gantt Chart**

*Contractor to prepare for entire project duration.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Construction Activities** | **Work Zone Impacts** | **Year** | **No. of Crews Assigned to Perform Work\*** | **Equipment To Be Utilized** | **Time of Day** |
| **J** | **F** | **M** | **A** | **M** | **J** | **J** | **A** | **S** | **O** | **N** | **D** |
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| --- | --- |
| **Construction Work** | **\*Make-up of Work Crews** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | *Contractor to provide description of work crews planned for each phase of work.* |
|  |  |  |
|  |  |  |

Total Number of Calendar Days (from Notice to Proceed) =

###

Contractor's Submitted Project Completion Date =

XX/YY/ZZZZ

# FORM KP - KEY PERSONNEL INFORMATION

In accordance with ITP Appendix C , complete either (A) or (B) below

| **PROPOSER:** |  |
| --- | --- |
| Either (A), the Proposer hereby confirms that there is no change in the Proposer’s Key Personnel relative to the Proposer’s SOQ submission: |
| **Signed** |  |
| **Name** |  |
| **Title** |  |
| **Date** |  |
| Or (B), the Proposer has proposed changes to the Proposer’s Key Personnel relative to the Proposer’s SOQ submission. The Proposer summarizes below all the Key Personnel proposed in the SOQ; states which Key Personnel differ from those named in the SOQ; and, for the substitute Key Personnel, attaches copies of the Authority’s written consent (Form RFC) for the personnel change.  |
| **Key Personnel Role**  | **Changed relative to SOQ?****(Yes/No)** | **Name** | **Years of experience** | **Parent Firm name** | **% of time dedicated to Project** | **Resume attached (Yes/No)** | **Authority’s consent attached (Yes/No)** |
| **Project Manager** |  |  |  |  |  |  |  |
| **Design Manager** |  |  |  |  |  |  |  |
| **Resident Engineer** |  |  |  |  |  |  |  |
| **Quality Manager** |  |  |  |  |  |  |  |

# FORM L-3

**AUTHORIZATION TO PROVIDE PROFESSIONAL**

**SERVICES IN NEW YORK STATE**

|  |  |
| --- | --- |
| **NAME OF PROPOSER** |  |
| **NAME OF FIRM PROVIDING DESIGN AND/OR ENGINEERING SERVICES**  |  |
| **EITHER** 1. Copy of current Certificate of Authorization to provide Engineering Services issued by the New York State Education Department is attached.
 | **Yes**(copy attached) | **No**(Item (2) applies) |
|  |  |
| **OR** 1. Documentation is attached to this Form L-3 demonstrating the ability to obtain Certificate of Authorization to provide Engineering Services from the New York State Education Department in accordance with the New York State Education Law, Title VIII, and Articles 130, 145, 147 and 148.
 | **Yes, documentation attached and further details are given below** |
|  |
| If (2) applies, give details of attached documentation demonstrating ability to obtain the relevant certification / license: (Add additional lines if required.) |
|  |

# FORM LC

**LOBBYING CERTIFICATE**

The undersigned certifies, by signing and submitting its Proposal, to the best of his or 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 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 loan, the making of any Federal grant, 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 of Lobbying Activities”, 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 and not more than $100,000 for each such failure.

The Proposer/Design-Builder also agrees by submitting its Proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

|  |  |
| --- | --- |
| Date |  |
| Company name |  |
| Signature |  |
| Name (typed or printed) |  |
| Title |  |

# Form LLL - Disclosure Of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

FORM LLL APPLICABLE? (Check applicable box) YES [ ]  NO [ ]

If no, do not complete remainder of Form LLL

|  |  |  |
| --- | --- | --- |
| **1. Type of Federal Action:** | **2. Status of Federal Action:** | **3. Report Type** |
|   | a. contractb. grantc. cooperative agreementd. loane. loan guaranteef. loan insurance |   | a. bid/offer/applicationb. initial awardc. post-award |   | a. initial filingb. material change |
| **For Material Change Only:**Year \_\_\_\_\_ quarter \_\_\_\_\_date of last report \_\_\_\_\_\_\_\_ |
| **4. Name and Address of Reporting Entity** | **5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** |
| [ ]   | Prime | [ ]   | SubawardeeTier \_\_\_\_, if known |
| **Congressional District**, if known | **Congressional District**, if known |
| **6. Federal Authority/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 Lobby Entity** | **b. Individuals Performing** Services (including address if different from No 10a)(last name, first name, MI) |
| (attach Continuation Sheet(s) if necessary) |
| **11. Amount of Payment (check all that apply)** | **13. Type of Payment (check all that apply)** |
| $ \_\_\_\_\_\_\_\_\_\_\_\_\_ | [ ]  | actual | [ ]  | planned | **[ ]** **[ ]** **[ ]** **[ ]** **[ ]** **[ ]**  | a. retainerb. one-time feec. commissiond. contingent feee. deferredf. other, specify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **12. Form of Payment (check all that apply):** |
| [ ]  a. cash[ ]  b. in-kind; specify: nature \_\_\_\_\_\_\_\_\_\_\_\_\_\_value \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**(attach Continuation Sheet(s) if necessary) |
| **15. Continuation Sheet(s) attached:**  | **Yes** **[ ]  No** **[ ]**  |
| **16.** Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying 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 reported to Congress semiannually and 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 ReproductionStandard Form – LLL |

Standard Form LLL Rev. 09-12-97

Instructions for Completion of Standard Form 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 covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. 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 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 first 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 organization level below agency name, if known. For example, Authority 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 identification 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 commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal 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 (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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. 20503.

# FORM LDB - LIST OF PROPOSED MWBE’s

Complete Form LDB Table 1 to list all proposed MWBEs in the Proposer’s team and total commitments. Complete Form LDB Table 2 to list proposed work items of MWBE utilization for which MWBE firms have not yet been assigned by the Proposer, excluding MWBE activity covered in Form LDB Table 1.

Note 1: For cross reference between NYSDOT work codes and NAICS work codes, go to:

MWBE Directory: <https://ny.newnycontracts.com/>

NAICS: <https://www.naics.com/naics-drilldown-table/>

*Use additional rows / sheets as necessary.*

| **Form LDB Table 1 - PROPOSED LIST OF NAMED MWBE PARTICIPANTS** |
| --- |
| **PROPOSER** |  |
| **MWBE Firm Name** | **NYSDOT MWBE****Work Codes**(See Note 1) | **Description of Work** | **% Credit Claimed** | **Work Category**(Design, Inspection, Materials, Construction, Trucking, etc.) | **Commitment**(In Dollars Committed) |
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|  |  |  |  | **Total Commitment =** | $ |

| **Form LDB Table 2 - PROPOSED WORK FOR MWBE (excluding MWBE commitments listed in Table 1)** |
| --- |
| **PROPOSER** |  |
| **Type of Service**(Design, Inspection, Materials, Construction, Trucking, etc.)  | **NYSDOT MWBE** **Work Codes**(See Note 1) | **Associated Items of Work** |  **Minimum Proposed Participation** (% of Proposal Price, to nearest 0.001%) |
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# FORM LSI - LETTER OF SUBCONTRACT INTENT

|  |  |
| --- | --- |
|  | intends to subcontract Work for the Project to |
| (Proposer’s Name) |  |
|  | to perform the following types of Work: |
| (Name of Subcontractor/Consultant) |  |
|  |
| (Details of Work. Proposer to identify any changes if Non-HARS Alternative is used) |

|  |  |
| --- | --- |
| The minimum value of the Subcontract is:  |  |
| The Subcontractor/Consultant is a certified MWBE firm: | Yes |  | No |  |
| (see below) |
| If Subcontractor/Consultant is a certified MWBE firm: |
| Certifying entity: |  |
| Telephone number for certifying entity: |  |

|  |  |  |
| --- | --- | --- |
| **For the Proposer:**  |  | **For the Subcontractor/Consultant(1)(2):** |
|  |  |  |
| Signature |  | Confirmed by: (Signature) |
|  |  |  |
| (Printed or typed name) |  | (Printed or typed name) |
|  |  |  |
| Title |  | Title |
|  |  |  |
| Date |  | Date |

**Certification Regarding Debarment, Suspension, Ineligibility**

**and Voluntary Exclusion Lower Tier Covered Transactions**

1. The prospective lower tier participant (Subcontractor/consultant) certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Syracuse Division Bundled Bridges, Design-Build Project, TAS 17-37B, Contract No. D800001, by any Federal Authority or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its proposal.

# FORM NC

NON-COLLUSION AFFIDAVIT

|  |  |  |
| --- | --- | --- |
| State of  |  | }ss |
| County of |  |

|  |
| --- |
| Each of the undersigned, being first duly sworn, deposes and says that: |
|  | is the |  | of |  |
| (Name) |  | (Title) |  | (Firm) |
|  | is the |  | of |  |
| (Name) |  | (Title) |  | (Firm) |
| which entity(ies) are the  |  | of |  |
|  | (details) |  | (Proposer) |
| the entity making the foregoing Proposal:  |

(a) By submission of its Proposal, the Proposer and each person signing on behalf of the 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 his knowledge and belief:

(1) The prices in this Proposal 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 proposer 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 Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

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

(b) A Proposal 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 Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the Authority, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a 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 (a).

If the Proposal is made by a corporate Proposer, such Proposal shall be deemed to have been authorized by the board of directors of the Proposer and such authorization shall be deemed to include the signing and submission of the Proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**CORPORATE ACKNOWLEDGMENT**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (in New York)**

**STATE OF NEW YORK }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (outside of New York)**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument[, and that such individual made such appearance before the undersigned in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city or political subdivision and the state or county).

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

**Notary Public**

***Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all general partners or joint ventures of the Proposer.***

# FORM PAB

**FORM OF PAYMENT BOND**

**(LABOR AND MATERIAL BOND)**

KNOW ALL PERSONS BY THESE PRESENTS, that

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

 (Name of Design-Builder)

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

(Address)

(hereinafter called the “Principal”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as surety or as co-sureties (“Co-Sureties”), each a corporation duly organized and existing under the laws of the State indicated on the attached Appendix 1, having its principal office at the address (including City and State) indicated on the attached Appendix 1, and authorized as a surety in the State of New York (such surety or Co-Sureties are hereinafter called the “Surety”), are hereby jointly and severally held and firmly bound unto the New York State Thruway Authority (the “Obligee”) in the full and just sum of [10*0% of the Contract Amount*]good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done the said Principal binds itself, its heirs, executors, administrators or assignees and the said Surety binds itself, its successors or assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain written contract, on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ with the Obligee, 200 Southern Blvd., Albany, New York, 12209 (mailing address: \_\_\_\_\_\_\_\_\_\_\_\_), for design, construction and other specified activities for the Syracuse Division Bundled Bridges, Design-Build Project, in the counties of Onondaga, Herkimer, Oneida and Madison TAS 17-37B, Contract No. D800001.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all monies due to all persons furnishing labor or materials to it or its subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that the Comptroller of the State of New York having required the said Principal to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and

Further, provided, that the place of trial of any action on this bond shall be in the county in which the said contract was to be performed, or if said contract was to be performed in more than one county then in any such county, and not elsewhere.

 **[*Note: Use in case of multiple or co-sureties or, otherwise, delete*.]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Obligee will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee to the Co-Sureties and all claims under this Bond shall be sent to such designated representative, and all correspondence so sent shall be deemed to have been sent to all Co-Sureties. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Bond, which agent shall either be a natural person or a corporation qualified to act as an agent for service of process under the laws of the State of New York. The designated representative and agent for service of process may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**[*Note: Add name and address and delete this bracketed text*.]**

and the initial agent for service of process shall be:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**[*Note: Add name and address and delete this bracketed text*.]**

[SIGNATURE PAGE TO FOLLOW]

 IN TESTIMONY WHEREOF, the said Principal has hereunto set its hand and the said Surety or each Co-Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Principal

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Surety **[*or Co-Surety*]**

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Co-Surety

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Co-Surety

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

(The Surety shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the Surety to the bond(s).)

**CORPORATE ACKNOWLEDGMENT**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (in New York)**

**STATE OF NEW YORK }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (outside of New York)**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument[, and that such individual made such appearance before the undersigned in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city or political subdivision and the state or county).

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

**Notary Public**

I hereby approve the foregoing contract and bond as to form and manner of execution.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
State of New York Office of the Attorney General

**Appendix 1 to Labor and Material Bond**

**SURETY/CO-SURETIES INFORMATION**

SURETY NAME SURETY ADDRESS JURISDICTION OF ORGANIZATION

# FORM PEB - FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Design-Builder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

(hereinafter called the “Principal”) and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as surety or as co-sureties (“Co-Sureties”), each a corporation duly organized and existing under the laws of the State indicated on the attached Appendix 1, having its principal office at the address (including City and State) indicated on the attached Appendix 1, and authorized as a surety in the State of New York (such surety or Co-sureties are hereinafter called the “Surety”), are held and firmly bound unto the New York State Thruway Authority (hereinafter the “Obligee”), in the full and just sum of *[100% of the Contract Amount]* good and lawful money of the United States of America, for payment of which said sum of money, well and truly to be made and done, the said Principal binds itself, its heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has entered into a certain written contract, on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ with the Obligee, 200 Southern Blvd., Albany, New York, 12209, (mailing address: \_\_\_\_\_\_\_\_\_\_\_\_), for design, construction and other specified activities for the Syracuse Division Bundled Bridges, Design-Build Project, in the counties of Onondaga, Herkimer, Oneida and Madison which constitutes TAS 17-37B, Contract No. D800001.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall well, truly and faithfully perform the work in accordance with the terms of the contract and as said contract may be modified or amended, and will commence and complete the work within the time prescribed in the contract, and shall protect the Obligee against, and pay any excess of cost as provided in said contract, and all amounts, damages, costs and judgments which may be recovered against the Obligee or its officers or agents of which the Obligee may be called upon to pay to any person or corporation by reason of any damages, direct or indirect, arising or growing out of the doing of said work, or from the negligence, nonfeasance, misfeasance or malfeasance of any officer, agent or employee of the Obligee thereof, or suffered or claimed on account of said public works contract during the time thereof or the manner of doing the same, or the neglect of the said Principal, or its agents, or servants, or the improper performance of the said work by the said Principal, or its agents, or servants, or from any other cause, then this obligation shall be null and void, otherwise to remain in full force and virtue.

In the event of a failure of performance of the contract by the Principal, which shall include, but not be limited to, any breach or default of the contract by the Principal, or in case said contract is forfeited by the Principal in the manner provided for in the contract, and the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Obligee, has the option to either remedy the default, or breach or forfeiture of the Principal or take charge and fully perform and complete the work, mentioned and described in said contract, pursuant to the terms, conditions and covenants thereof and as may be amended, at its own expense. The procedure by which the Surety undertakes to discharge its obligations under the bond shall be subject to the advance written approval of the Obligee. If the Surety completes the contract, it shall be paid for the actual items of work performed in accordance with the Principal's contract terms and prices. In this event the Surety assumes the rights and obligations of the Principal.

It shall be the duty of the Surety to give unequivocal notice in writing to the Obligee, within 45 days after receipt of written notice from the Obligee to the Surety, of the Surety's election to remedy default(s) or breach(es) or forfeiture(s) promptly or to perform and fully complete the contract promptly as provided herein, time being of the essence of this bond. In said notice of election, the Surety shall state the date on which the remedy or performance shall commence. During the period between the Obligee’s notice and Surety's performance of the contract or remedy of the default, breach or forfeiture, the Surety shall be liable for and agrees to pay any and all reasonable and necessary costs as determined by the Obligee to maintain the contract site safe and convenient to the public.

It shall also be the duty of the Surety to give prompt notice in writing to the Obligee upon the completion of the remedy and/or correction of each breach or default or completion of the contract. The Surety shall not assert solvency of its Principal or its Principal’s denial of default as justification for its failure to give notice of election or for its failure to promptly remedy the breach or default or to complete the contract.

In the event the Surety shall fail to exercise either option or to act promptly then the Obligee shall give 10 days’ notice of such failure, both to Principal and Surety, and after the expiration of the 10 days the Obligee may cause the work to be completed pursuant to Section 40 of the Highway Law, and the Surety and the Principal shall be jointly and severally liable for the amount of excess cost of completing the contract work beyond the amounts remaining for this contract adjusted for the work actually performed. When the cost of completion of performance by the Obligee is estimated, the Principal and Surety shall pay, free from all liens and encumbrances, the estimated completion costs determined by the Obligee above the funds remaining for this contract, to the Obligee within 30 days of receipt of the estimate. Adjustment of the Obligee’s estimated completion cost will be made upon the Obligee’s final acceptance of the work and appropriate refunds, if any, will be promptly made to the Surety. Any actual costs in excess of the estimated price shall be paid to the Obligee promptly on demand. Additionally, Principal and Surety shall be liable for any applicable warranties, liquidated and/or engineering costs or damages.

In addition, the said Principal and Surety further agree, as part of this obligation, to pay all damages of any kind to person or property that may result from a failure in any respect to perform and complete said contract including, but not limited to costs necessary to protect the traveling public or to avoid inconvenience to the traveling public, liquidated damages as provided above, all repair and replacement costs necessary to rectify construction errors, architectural and engineering costs and fees, all consultant fees, all testing and laboratory fees, and all interest, legal fees and litigation costs incurred by the Obligee.

And the said Surety thereby stipulates and agrees that no change, extension, alteration, deduction or addition in or to the terms of the said contract or the plans, requirements or specifications accompanying the same, shall in any way affect the obligations of said Surety of its bond.

 **[Note: Use in case of multiple or co-sureties or, otherwise, delete.]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that the Obligee will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee to the Co-Sureties and all claims under this Bond shall be sent to such designated representative, and all correspondence so sent shall be deemed to have been sent to all Co-Sureties. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Bond, which agent shall either be a natural person or a corporation qualified to act as an agent for service of process under the laws of the State of New York. The designated representative and agent for service of process may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**[*Note: Add name and address and delete this bracketed text*.]**

and the initial agent for service of process shall be:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**[*Note: Add name and address and delete this bracketed text*.]**

[SIGNATURE PAGE TO FOLLOW]

 IN TESTIMONY WHEREOF, the said Principal has hereunto set its hand and the said Surety or each Co-Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Principal

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Surety **[*or Co-Surety*]**

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Co-Surety

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Co-Surety

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

(The Surety shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the Surety to the bond(s).)

**CORPORATE ACKNOWLEDGMENT**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (in New York)**

**STATE OF NEW YORK }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (outside of New York)**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument[, and that such individual made such appearance before the undersigned in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city or political subdivision and the state or county).

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

**Notary Public**

I hereby approve the foregoing contract and bond as to form and manner of execution.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
State of New York Office of the Attorney General

**Appendix 1 to Performance Bond**

**SURETY/CO-SURETIES INFORMATION**

SURETY NAME SURETY ADDRESS JURISDICTION OF ORGANIZATION

**FORM R**

**SUMMARY OF INDIVIDUAL’S EXPERIENCE**

Form R shall be completed by the Proposer for the Key Personnel indicated in ITP Appendix A, as well as any key personnel that have been changed since submission of the SOQ. Add lines/pages as necessary. Under “Contact Information”, provide the contact name, phone number, and e-mail address for the Project Owner. NYSTA reserves the right to contact any Project Owner to verify the information provided. “Project Owner” is not a Prime Consultant or Prime Contractor for which the Firm served as a subconsultant or subcontractor. “Project Name” should include the relevant contract number if available.

|  |  |
| --- | --- |
| **Name of Proposer:** |  |
| **Name of Firm:** |  |
| **Individual’s Name:** |  |
| **Is Applicant Licensed as a Professional Engineer in the State of New York?** | **Yes:** |  | **No**: |  |
| **NYS Professional Engineering License Number** |  |
| **Education:** |  |
| **Years of Experience** |  |
| **Years with this Firm** |  |
| **Title for this Project:** |  |
| 12 Month period (NTP to month 12)(beg mo - end mo) | Percentage | 12 Month period(13th to 24th Month)(beg mo - end mo) | Percentage | 12 Month period (25th to Completion Date) (beg mo - end mo) | Percentage |
|  |  |  |  |  |  |
| **Total number of year’s experience meeting requirements stated in Appendix A for Title above:** |  |
| Please complete the information below to confirm the total year’s experience stated above |
| **Project Name:** |  |
| **Project Owner:** |  |
| **Contact Information:** |  |
| **Project Cost Value** |  |
| **Title on Project:** |  |
| **% Qualifying time spent on Project** |  |
| **Individual’s Start Date on Project:** |  | **Individual’s End Date on Project:** |  | **Individual’s Total Time on Project \*:** |  |
| **Project Description:** |  |
| **Individual’s Duties and Responsibilities:** |  |
|  |
| **Project Name:** |  |
| **Project Owner:** |  |
| **Contact Information:** |  |
| **Project Cost Value** |  |
| **Title on Project:** |  |
|  **% Qualifying time spent on Project** |  |
| **Individual’s Start Date on Project:** |  | **Individual’s End Date on Project:** |  | **Individual’s Total Time on Project\*:** |  |
| **Project Description:** |  |
| **Individual’s Duties and Responsibilities:** |  |
|  |
| **Project Name:** |  |
| **Project Owner:** |  |
| **Contact Information:** |  |
| **Project Cost Value** |  |
| **Title on Project:** |  |
| **% Qualifying time spent on Project** |  |
| **Individual’s Start Date on Project:** |  | **Individual’s End Date on Project:** |  | **Individual’s Total Time on Project \*:** |  |
| **Project Description:** |  |
| **Individual’s Duties and Responsibilities:** |  |
|  |

**\* Refers to the individual’s time spent on the project meeting the experience required for the Title on the Design Build project**

# FORM RFC

REQUEST FOR CHANGE

In accordance with ITP Section 1.15, complete the following if requesting a change for either a member of the Design-Build Team or the Key Personnel identified in the submitted Statement of Qualifications. Also, attach the required justification information as specified in ITP Section 1.15. Use a single Form RFC for each change requested. All requests must be approved by the Authority. If approved, include a copy of the approved Form RFC, and accompanying information described in ITP Section 1.15 with the Proposal, Volume 1, Section 3.

Proposer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A: Requesting a change in a member of the Design-Build team**

Name of firm submitted in the SOQ: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Role in Design-Build team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of substitute firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B: Requesting a change in Key Personnel**

Name of Key Personnel submitted in the SOQ: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of individual for this project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of substitute individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**C: For NYSTA use**

Date Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of NYSTA Reviewer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_ Request Approved \_\_\_ Request Rejected

Signature of NYSTA Reviewer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Review: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# FORM SA

**STIPEND AGREEMENT**

**COMPTROLLER'S CONTRACT NO.:**

**PIN:**

**PROJECT: Stipend Agreement for the Preparation & Submission of the Design Build Proposal for Syracuse Division Bundled Bridges**

This Agreement made this day of , 20\_\_\_, by and between NEW YORK STATE THRUWAY AUTHORITY (hereinafter “NYSTA”), whose principal office is located at 200 Southern Blvd., Albany, New York 12209, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly organized and existing under the laws of the State of New York, having its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Proposer").

WITNESSETH:

WHEREAS, NYSTA is currently procuring a design-build contract (the “Contract”) for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project (the “Project”);

WHEREAS, the Proposer submitted a proposal (“the Proposal”) in response to the Request for Proposals issued by NYSTA on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as amended by any addenda (as amended, the “RFP”);

WHEREAS, the Proposal met the criteria set forth in Article 4(A) of this Stipend Agreement; and

WHEREAS, the Authority has not awarded the Contract to the Proposer.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT.** The Agreement consists of the following in the following descending order of precedence:

1. Appendix A – New York State Required Contract Provisions
2. Agreement Form – this document titled “Stipend Agreement”
3. Attachment 1 to Stipend Agreement

**ARTICLE 2. WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS.** The term “Work Product” shall mean ideas or information, and the expression of ideas or information, included in the Proposal or otherwise submitted or communicated in any manner by or on behalf of the Proposer to NYSTA during the Project’s procurement process at any time prior to the awarding of the Contract. Work Product does not include any sensitive and confidential financial information regarding the Proposer that was included in the Proposal.

**ARTICLE 3. NYSTA’S RIGHTS TO WORK PRODUCT.** Under the terms of this Agreement, NYSTA may use the Work Product for the purposes of the Project or any future project pursued by NYSTA without any obligation to pay any additional compensation to the Proposer.

With respect to any Work Product that incorporates intellectual property owned or developed by the Proposer, the Proposer’s team members or other third parties, the Proposer represents and warrants that it has the right to grant NYSTA irrevocable, non-exclusive, perpetual, royalty-free licenses to use such intellectual property for the purposes specified herein. As of the date of this Agreement, the Proposer hereby assigns such licenses to NYSTA, and agrees to indemnify, defend, and hold harmless NYSTA and the State of New York from any and all claims, costs, expenses, and damages of every kind resulting from infringement allegations related to NYSTA’s exercise of the intellectual property rights granted herein.

The foregoing shall not be deemed a requirement for the Proposer to provide off-the-shelf software to NYSTA.

**ARTICLE 4. PROVISION FOR PAYMENT.**

A) The Stipend will be paid by NYSTA to the Proposer only under the circumstances specified in this Article 4. The Proposer will not be entitled to payment of any Stipend Amount if the Proposal fails to:

1) Achieve a rating of “pass” on all Pass/Fail Evaluation Factors found in the RFP for the Project; or

2) Meet or exceed the minimum qualifying quality based evaluation threshold as required in the RFP; or

3) Include a competitive and reasonable price proposal for the Project.

B) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer has filed an unsuccessful protest of the procurement process, award or cancellation of the procurement. In addition, as a condition of accepting payment of any Stipend Amount, the Proposer agrees to not file any protest of the procurement process, award, or cancellation of the procurement.

C) The Proposer will not be entitled to payment of any Stipend Amount if the Proposer fails to submit an invoice in accordance with 4(D), below, or fails to provide satisfactory evidence substantiating its Qualified Costs (as defined in 4(E), below) in accordance with (D), below.

D) In order to receive payment of the Stipend Amount, the Proposer shall submit to NYSTA: two signed originals of Attachment 1 of this Stipend Agreement, two copies of a single invoice for its proposed Stipend Amount, and two copies of all documentation required under (E), below, not later than 20 calendar days after the Proposal Due Date. If NYSTA disagrees with the proposed Stipend Amount set forth in the Proposer’s initial invoice, NYSTA will notify the Proposer in writing of its determination of the appropriate Stipend Amount based on its review of the Proposer’s substantiated costs, and the Proposer shall submit a revised invoice to NYSTA within 14 days following receipt of any such notice.

E) The Proposer shall maintain written records substantiating all Qualified Costs in sufficient detail to permit a proper audit thereof. Such records shall be made available for audit or verification of Qualified Costs upon request of NYSTA at the time of this Agreement and for three years after final payment of the Stipend Amount is made. “Qualified Costs” shall comprise the direct costs and overhead costs that are allowable and reasonable, and incurred by the Proposer, the Proposer’s team, or third-parties acting at the direction of the Proposer in the production of the Work Product. Unallowable Proposer costs are described in CFR-2011 - title 48 – volume 1 - part 31 – subpart 31.6. The Proposer shall submit to NYSTA copies of all substantiating documentation of Qualified Costs concurrently with the submission of its invoice for the Stipend Amount, and at any other time upon NYSTA’s request. Failure of the Proposer, the Proposer’s team, or third-parties acting at the direction of the Proposer to maintain and retain sufficient records to allow audit or verification of Qualified Costs, or failure to allow NYSTA or its agents access to the same, shall constitute a waiver of the right to any payment of a Stipend, and any Stipend Amount paid to the Proposer under this Agreement shall be immediately returned to the NYSTA.

F) The Proposer must execute this Stipend Agreement and provide NYSTA with the licenses required by Article 3 no later than 20 calendar days after the Proposal Due Date. Extensions may be granted at the sole discretion of NYSTA.

G) A failure by any Proposer to comply with Article 4(F) constitutes a waiver to the right to any payment of a Stipend

H) Subject to the requirements and limitations set forth herein, NYSTA shall pay to the Proposer, and the Proposer agrees to accept as full compensation for its Work Product, an amount (the “Stipend Amount”) equal the Proposer’s total Qualified Costs, as substantiated in accordance with (D) & (E), above, not to exceed $100,000.

**ARTICLE 5. PAYMENT OF STIPEND AND WAIVER OF CLAIMS**.

A) The Proposer is required, if it is a foreign or out of state corporation or entity, to obtain and submit the required tax clearance certificate to NYSTA to enable the processing of the payment of the Stipend Amount. It should be noted that any time taken to satisfy or furnish this tax clearance certificate shall extend any required payment date by an equal period of time.

B) Acceptance by the Proposer of payment of the Stipend Amount from NYSTA shall constitute a waiver by the Proposer of any and all rights, equitable or otherwise, to bring any claim or protest against either of NYSTA or the State of New York, or any of their officers, directors, agents, employees, representatives or advisers and their successors and assigns, in connection with the procurement of the Project, including, without limitation, the procurement process, any award of the Contract or any cancellation of the procurement.

**ARTICLE 6. NYSTA’S PROJECT MANAGER.** The following person, or his/her successor, is NYSTA’s Project Manager:

Name: Timothy Conway

Title: Project Manager

Address: 200 Southern Blvd., Albany, NY 12209

Phone: 518-436-2988

Email: Timothy.Conway@thruway.ny.gov

**ARTICLE 7. PROPOSER’S PERSONNEL.** The following person, or his/her successor, is the Proposer’s Authorized Representative:

Name:

Address:

Phone:

Email:

**ARTICLE 8. NEW YORK STATE FINANCE LAW §§ 139-J AND 139-K CERTIFICATION.** By execution of this Agreement, the Proposer certifies that all information theProposer has provided to NYSTA with respect to New York State Finance Law §§ 139-j and 139-k is complete, true and accurate.NYSTA shall have the right to terminate this Agreement if NYSTA finds that the certification made by Proposer in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete.

**ARTICLE 9. MISCELLANEOUS TERMS.**

A) All of the Proposer’s team members and subcontractors shall be bound by the same provisions of this Agreement as the Proposer. All agreements between the Proposer, Proposer’s team members, and/or subcontractors shall include provisions effectuating this term, and all such agreements shall be subject to review by NYSTA.

B) Proposer may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of NYSTA.

C) Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties that executed and approved this Agreement, or their successors.

D) If NYSTA fails to enforce any provision of this Agreement, that failure does not waive the provision or NYSTA’s right to subsequently enforce it.

E) New York law, without regard to its choice-of-law provisions, governs the validity, interpretation, and enforcement of this Agreement.

F) This Agreement contains all prior negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

G) All confidentiality provisions of the RFP shall continue to apply to the Proposer.

**ARTICLE 10. POWER TO EXECUTE AGREEMENT**

The undersigned representative of the Proposer certifies that he or she has full and complete authority to bind the Proposer, the Proposer’s team members, and subcontractors to all terms and conditions of this Agreement, and that by executing the Agreement does so bind such entities.

August 3, 2015

**IN WITNESS WHEREOF,** this Contract No. \_\_\_\_\_\_\_\_\_\_ has been executed by the STATE, acting by and through the Executive Director, and the PROPOSER has duly executed this Agreement effective the day and year first above written.

In addition to the acceptance of this Agreement, the Authority certifies that original copies of this signature page will be attached to all other exact copies of this Agreement.

|  |  |  |
| --- | --- | --- |
| RECOMMENDED BY |  | FOR THE PEOPLE OF THE STATE OF NEW YORK |
|  |  | By |  |
| NYSTA OFFICE OF CAPITAL and CONTRACTS MANAGEMENT |  | THRUWAY AUTHORITY  |
| DATE: |  |  | DATE: |  |
|  |
| I certify that all information provided to the STATE with respect to the requirements contained in State Finance Laws 139j & 139k is complete, true and accurate. |
| By: |  |  | Date: |  |
|  | (FIRM NAME) |  |  |  |

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

**APPROVALS**

|  |  |
| --- | --- |
| ATTORNEY GENERAL | THOMAS P. DiNAPOLI |
|  | STATE COMPTROLLER |
| By: |  |  | By: |  |
| Date: |  |  | Date: |  |

**Acknowledgement for Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_**

For contracts signed in New York State

State of New York )

County of ) ss.:

On the\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 201\_, before me the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

 Notary Public

 My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 1 TO STIPEND AGREEMENT D**

***CERTIFICATION BY PROPOSER***

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby certify that I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for the work referred to in the forgoing payment request, that I am the person in whose name the foregoing account against the State of New York is rendered, that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named heretofore, and that the prices charged are just and reasonable; that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, authority, board or commission, by reason of the claimant having been allowed to sell to, incur expense for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, authority, board or commission has, or has had, any interest directly or indirectly in said articles, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

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

 (Date) (Signature)

***CERTIFICATION BY THE AUTHORITY***

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), do hereby certify that I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title) employed in the supervision of the work described in the attached Payment Request; that the materials, labor and services have been furnished and the work properly performed in accordance with the contract; and that payment in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ can be made on this contract without detriment to the interests of the State, to the best of my knowledge and belief.

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

 (Date) (Signature)

# FORM SCD

SCHEDULE OF CONTRACT DURATIONS

Table SCD - 1

|  |
| --- |
| **OVERALL PROJECT COMPLETION** |
| **Activity** | **Duration** **(Calendar Days past NTP)****(See Note 6)** | **Projected Completion Date (MM/DD/YYYY)** | **Liquidated Damages amount (per day) Bonus Days**(See Note 2 & 4) |
| **Project Completion**(See Notes 1, 2) |  |  | **$20,000.00** |

Table SCD - 2

|  |
| --- |
| **Specific defined completion milestone** |
| **Milestone**(See Notes 3, 4) | **Projected Closing or staging** **Date (MM/DD/YYYY)** | **Projected OPENING** **Date (MM/DD/YYYY)** | **Duration****(Calendar Days)****See note 5 and 6** | **Liquidated Damages amount (per day) Bonus days**(See Note 3 & 4) |
| **all traffic permanently transferred onto the new (Bridge Structure / ROADWAY / OTHER)****No further closures****And/or signal inactivated/no further usage**(See Note 5) |  |  |  |  |
| BIN 5512980 MP 240.48 |  |  |  | **$2000** |
| BIN 5512790 MP 262.01 |  |  |  | **$2000** |

**Notes:**

1. The Project Completion Date, to be included in the DB Agreement, Article 2.3, shall be defined by the number of calendar days past NTP as proposed by the successful Proposer and agreed to by the Authority. Project Completion for the purposes of this Form SCD-1 is defined as all construction activities completed, no additional impacts to traffic, and complete demobilization from the work site(s). Remaining paperwork (i.e. As-Builts, close-out documentation, payments) may occur after the Project Completion date for the purposes of this Form SCD.
2. Liquidated Damages will be assessed, in the amount indicated, for failure to achieve Project Completion by the Project Completion Date in accordance with Articles 2.3 and 16 of the DB Agreement.
3. Liquidated Damages will be assessed, in the amount indicated for failure to achieve the Defined Completion Milestone Date in accordance with Article 2.2 and 16 of the DB Agreement.
4. An Early Completion Bonus will be paid for: each calendar day work is completed in advance of the Overall Project Completion date submitted by the Design-Builder; each calendar day work is completed in advance of the Defined Completion Milestone Date(s) submitted by the Design-Builder. Such bonus days shall be based on the durations / number of days listed in Tables SCD-1, SCD-2, subject to the daily bonus amounts and maximum bonus amounts listed in SP-6.
5. Duration, for full closure of BINS 5512980 and 5512790 with the use of detours, means when the barrier and signs are erected and the traffic is detoured, then the barrier is taken down along with the signs and traffic is now using the new bridge uninhibited. That constitutes the duration. Projected closing date means when traffic is detoured. Projected opening dates is when all traffic (both directions) are using the new replaced bridge, uninhibited.

Duration, for staged construction of BINS 5512980 and 5512790 means when the signal or other device is implemented and traffic begins flowing in alternating one way traffic and then the signal or other devices/means is removed and traffic is now using the new bridge uninhabited. Both lanes are back on the new bridge. This constitutes duration. Projected staging date means when alternating one way traffic is in place via signal or other devices/means. Projected opening date is alternating one way traffic is done and the new bridge is restored to two-way traffic, uninhabited.

In both instances above, preparatory work such as engineering data collection, survey etc., investigative work, erection of construction signs and uncovering of construction signs is not included in the duration. This preparatory work and post closure/staging work shall only take place between the hours of 9am-3pm each day (if so chosen and needed). Whether closure or staged construction, the duration with start and completion dates shall be entered on Form SCD-2.

1. The duration shall be inclusive of the Notice to Proceed date and the projected completion date SCD-1. The duration shall be inclusive of the projected closing or staging date and the projected opening date on SCD-2.

The Proposer commits to meet the Contract Durations specified above.

|  |  |
| --- | --- |
| **PROPOSER** |  |
| **SIGNED** |  |
| **DATE** |  |
| **NAME** (printed or typed)  |  |
| **TITLE** |  |

# FORM SDU - SCHEDULE OF PROPOSED MWBE UTILIZATION

List proposed MWBE Utilization by indicating percentages of the contract value that are anticipated for each 3 interval over the duration of the contract. Total MWBE utilization should agree with Forms LDB – Tables 1 & 2.

*Use additional rows as necessary.*

|  |
| --- |
|  |
| **PROPOSER** |  |
| **Time Interval**(Beginning at Notice to Proceed ) | **MWBE Work Codes**(To be utilized during interval) |  **Anticipated Utilization** (% of Contract Value to nearest 0.1%) |
| 0 – 3 months |  |  |
| 4 – 6 months |  |  |
| 7 – 9 months |  |  |
| 10 – 12 months  |  |  |
| 13 – 15 months |  |  |
| 16 – 18 months |  |  |
| 19 – 21 months |  |  |
| 22 – 24 months |  |  |
| 25 – 27 months |  |  |
| 28 – 30 months |  |  |
| 31 – 33 months |  |  |
| 34 – 36 months |  |  |
| Etc. |  |  |

# FORM U

**CONFLICT QUESTIONNAIRE**

To be completed for Principal Participants, Constructor(s), Designer(s), Construction Inspection Professional Engineering Firm(s), and the Materials Testing Firm(s) or Laboratories.

**COMPTROLLER'S CONTRACT NO.**

**PIN:**

**PROJECT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The purpose of this Conflict Questionnaire is to help identify potential conflicts of interest with regard to the Project. There may be potential conflicts that are not covered by the questions below. If a proposer or team member has knowledge of circumstances that may be, or present the appearance of, a potential conflict of interest, the proposer or team member must disclose that potential conflict, even if it is not covered by any of the Conflict Questionnaire’s inquiries.

Proposers should undertake reasonable due diligence, including conflict searches, to determine whether actual, potential or perceived conflicts of interest exist. Due diligence should extend to investigation of past relationships and to officers, directors, and other employees of the proposer and its team members.

The disclosure of a potential conflict will not necessarily result in the disqualification of the proposer or team member. When a proposer or team member discovers and discloses a potential conflict of interest, the proposer or team member should propose a process whereby the potential conflict may be mitigated. The proposer must provide all details of the potential conflict of interest and the proposed mitigation methods in its submission.

**Instructions**

All terms used in the Conflict Questionnaire shall have the same meaning as set forth in the Authority’s Conflict of Interest Policy. Evaluation of potential conflicts of interest will follow the procedure set forth in that Policy.

The Conflict Questionnaire must be filled out by the proposer and each team member.[[1]](#footnote-1) As team members are added, additional and/or amended Conflict Questionnaires must be submitted. If potential conflicts arise or are discovered in the course of the Contract, the proposer or team member must inform the Authority of the situation as soon as possible.

If the answer to any of the questions below is “yes,” provide: (1) complete details of the facts underlying that response; and (2) a proposed method of mitigating the potential conflict. The mitigation method may include releasing non-public documents or information to all potential bidders, the strict “quarantining” of individuals or information, or any other means that the proposer or team member believes will eliminate any appearance of conflict.

If proposers or team members consider information submitted in response to a Questionnaire to be confidential, it should be clearly labeled as such.

After award of the Contract, the Authority reserves the right to cancel or amend the Contract, or declare the winning proposer to be in breach, if the proposer or team member: (1) failed to disclose a potential conflict about which it knew or should have known; (2) failed to provide timely updates of the Conflict Questionnaire reflecting new team members; or (3) provided false, misleading, or incomplete information regarding potential conflicts of interest. If the Contract with the proposer is terminated or amended due to a previously undisclosed conflict, the Authority assumes no obligations, responsibilities, or liabilities to reimburse all or any part of the costs incurred or alleged to have been incurred by the proposer or any team member.

**Questions**

1. Does the proposer or any team member use the resources of any current or former Authority employee?
2. Does any current or former Authority employee have a financial interest in the businesses of the proposer or any team member?
3. Has the proposer or any team member assisted the Authority in any phase of this project?
4. Has the proposer or any team member had access to any private or nonpublic data relevant to the project?
5. Is the proposer or any team member under contract to perform oversight of the project after the proposal due date?
6. Has the proposer or any team member performed work related to this project for any other proposer or team member of another proposer’s team?
7. Does the proposer or any team member have a financial interest in any other proposer or team member of another proposer’s team?
8. Does any other proposer or team member of another proposer’s team have a financial interest in this team’s proposer or team members?
9. Does the proposer or any team member own real property in a location that may be positively or adversely impacted by this Contract?
10. Is the proposer or any team member providing any services related to the project, or the areas to be impacted by the project, to any entity other than the Authority, the proposer, or another team member?
11. Is there a possibility that the proposer or any team member, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the Authority?
12. Has the proposer set forth any information not otherwise covered by this Questionnaire which may be perceived by the Authority or the general public as constituting a potential conflict of interest with regard to the Project?

**[Submitting entity]**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **FORM** PP

**PRICE PROPOSAL COVER SHEET**

|  |  |
| --- | --- |
| **PROPOSER** |  |

This Price Proposal is submitted in response to the Request for Proposals, dated Amendment #1, November 8, 2017, as amended by any Addenda, and includes the following:

Section 1: Form PP, Price Proposal Cover Sheet.

Section 2: Form SP, Schedule of Prices;

 Form WPS, Work Payment Schedule.

Section 3: Form PB, Proposal Bond.

**Signed by Parties signing Proposal Form (Form FP):**

*Add rows as needed*

| **Signature** | **Representing** | **Date** |
| --- | --- | --- |
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# FORM SP

**SCHEDULE OF PRICES**

Proposer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| Item # | Item Name | **Price** (1) |
| 800.06000115  | Design Build – Construction Work BIN 1020079 |  |
| 800.06000116 | Design Build – Construction Work BIN 5009929 |  |
| 800.06000117 | Design Build – Construction Work BIN 5510090 |  |
| 800.06000118 | Design Build – Construction Work BIN 5510130 |  |
| 800.06000119 | Design Build – Construction Work BIN 5512790 |  |
| 800.06000120 | Design Build – Construction Work BIN 5512980 |  |
| 800.06000121 | Design Build – Construction Work BIN 5516071 |  |
| 800.06000122 | Design Build – Construction Work BIN 5516072 |  |
| 800.04000015  | Design Build – Force Account Work  |  $1,000,000.00 |
|  | Subtotal A  |  |
|  |  |  |
| 800.05000015 | Design Build – Site Mobilization (Maximum 4% of Subtotal A) |  |
|  |  |  |
|  | Subtotal B (Sum of Subtotal A and Site Mobilization)  |  |
|  |  |  |
| 800.01000015 | Design Build – Design Services |  |
| 800.02000015 | Design Build – Construction Inspection Services |  |
| 800.03000015 | Design Build – Quality Control Services (Materials and Testing) |  |
|  |  |  |
|  |  |  |
|  | **TOTAL** **PROPOSAL PRICE** |  |

**Notes:**

**SAMPLE**

1. Proposers shall complete Form SP using the excel spreadsheet located on the Authority’s Project web site.
2. Subtotal B will be the value used to *calculate* the 51% Prime/DB self-work requirement less any Self Performance Specialty Items included in Part 5 – Special Provisions.

**Instructions:**

1. Enter Lump Sum Price for each Price Item in the white, non-shaded, cells.

# FORM WPS

WORK PAYMENT SCHEDULE

|  |
| --- |
| WORK PAYMENT SCHEDULE (BIN 1020079) |
| WORK ITEM | MAXIMUM PERCENT OF LUMP SUM PRICE | PERCENT OF LUMP SUM PRICE (To be completed by D-B)(1) |
|  |  |  |
| Demolition and Removal of Existing Bridge Elements | 6% |  |
| Demolition and Removal of Existing Approach Slabs | 2% |  |
| Construct Pier and Abutment Foundations | 15% |  |
| Construct Pier(s) | 11% |  |
| Construct Abutments, Wing Walls and Pedestals  | 12% |  |
| Fabricate and Install Bearings  | 2% |  |
| Fabricate and Install Superstructures  | 21% |  |
| Construct Reinforced Concrete Bridge Deck Slab (including saw-cut grooving) | 20% |  |
| Construct Reinforced Concrete Approach Slabs | 3% |  |
| Reconstruction of the bridge approaches between the project Tie-ins. | 12% |  |
| Miscellaneous (WZTC, Landscaping, Signage, etc.) | 10% |  |
| Fabricate and Install Bridge Rail | 5% |  |
| Pavement Striping of bridge and approaches | 2% |  |
| Fabricate and Install Guide Railing | 4% |  |
| Punch list work, Site Cleanup and Restoration | 2% (fixed) | 2% (fixed) |
| Final Acceptance (Per DB §109-12.1) | 1% (fixed) | 1% (fixed) |
| Final Agreement (Per DB §109-12.2) | 2% (fixed) | 2% (fixed) |

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%

# FORM WPS

WORK PAYMENT SCHEDULE

|  |
| --- |
| WORK PAYMENT SCHEDULE (BIN 5009929) |
| WORK ITEM | MAXIMUM PERCENT OF LUMP SUM PRICE | PERCENT OF LUMP SUM PRICE (To be completed by D-B)(1) |
|  |  |  |
| Demolition and Removal of Existing Bridge Elements | 6% |  |
| Demolition and Removal of Existing Approach Slabs | 2% |  |
| Construct Pier and Abutment Foundations | 15% |  |
| Construct Pier(s) | 11% |  |
| Construct Abutments and Wing Walls | 12% |  |
| Fabricate and Install Bearings  | 2% |  |
| Fabricate and Install Superstructures  | 21% |  |
| Construct Reinforced Concrete Bridge Deck Slab (including saw-cut grooving) | 20% |  |
| Construct Reinforced Concrete Approach Slabs | 3% |  |
| Reconstruction of the bridge approaches between the project Tie-ins. | 10% |  |
| Miscellaneous (WZTC, Landscaping, Signage, etc.) | 5% |  |
| Fabricate and Install Bridge Rail | 2% |  |
| Pavement Striping of bridge and approaches | 4% |  |
| Fabricate and Install Guide Railing | 2% |  |
| Punch list work, Site Cleanup and Restoration | 2% (fixed) | 2% (fixed) |
| Final Acceptance (Per DB §109-12.1) | 1% (fixed) | 1% (fixed) |
| Final Agreement (Per DB §109-12.2) | 2% (fixed) | 2% (fixed) |

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%

# FORM WPS

WORK PAYMENT SCHEDULE

|  |
| --- |
| WORK PAYMENT SCHEDULE (BIN 5510090) |
| WORK ITEM | MAXIMUM PERCENT OF LUMP SUM PRICE | PERCENT OF LUMP SUM PRICE (To be completed by D-B)(1) |
|  |  |  |
| Demolition and Removal of Existing Bridge Elements | 6% |  |
| Demolition and Removal of Existing Approach Slabs | 2% |  |
| Construct Pier and Abutment Foundations | 15% |  |
| Construct Pier(s) | 11% |  |
| Construct Abutments and Wing Walls | 12% |  |
| Fabricate and Install Bearings  | 2% |  |
| Fabricate and Install Superstructures  | 21% |  |
| Construct Reinforced Concrete Bridge Deck Slab (including saw-cut grooving) | 20% |  |
| Construct Reinforced Concrete Approach Slabs | 3% |  |
| Reconstruction of the bridge approaches between the project Tie-ins. | 10% |  |
| Miscellaneous (WZTC, Landscaping, Signage, etc.) | 5% |  |
| Fabricate and Install Bridge Rail | 2% |  |
| Pavement Striping of bridge and approaches | 4% |  |
| Fabricate and Install Guide Railing | 2% |  |
| Punch list work, Site Cleanup and Restoration | 2% (fixed) | 2% (fixed) |
| Final Acceptance (Per DB §109-12.1) | 1% (fixed) | 1% (fixed) |
| Final Agreement (Per DB §109-12.2) | 2% (fixed) | 2% (fixed) |

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%

# FORM WPS

WORK PAYMENT SCHEDULE

|  |
| --- |
| WORK PAYMENT SCHEDULE (BIN 5510130) |
| WORK ITEM | MAXIMUM PERCENT OF LUMP SUM PRICE | PERCENT OF LUMP SUM PRICE (To be completed by D-B)(1) |
|  |  |  |
| Demolition and Removal of Existing Bridge Elements | 6% |  |
| Demolition and Removal of Existing Approach Slabs | 2% |  |
| Construct Pier and Abutment Foundations | 15% |  |
| Construct Pier(s) | 11% |  |
| Construct Abutments and Wing Walls | 12% |  |
| Fabricate and Install Bearings  | 2% |  |
| Fabricate and Install Superstructures  | 21% |  |
| Construct Reinforced Concrete Bridge Deck Slab (including saw-cut grooving) | 20% |  |
| Construct Reinforced Concrete Approach Slabs | 3% |  |
| Reconstruction of the bridge approaches between the project Tie-ins. | 10% |  |
| Miscellaneous (WZTC, Landscaping, Signage, etc.) | 5% |  |
| Fabricate and Install Bridge Rail | 2% |  |
| Pavement Striping of bridge and approaches | 4% |  |
| Fabricate and Install Guide Railing | 2% |  |
| Punch list work, Site Cleanup and Restoration | 2% (fixed) | 2% (fixed) |
| Final Acceptance (Per DB §109-12.1) | 1% (fixed) | 1% (fixed) |
| Final Agreement (Per DB §109-12.2) | 2% (fixed) | 2% (fixed) |

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%

# FORM WPS

WORK PAYMENT SCHEDULE

|  |
| --- |
| WORK PAYMENT SCHEDULE (BIN 5512790) |
| WORK ITEM | MAXIMUM PERCENT OF LUMP SUM PRICE | PERCENT OF LUMP SUM PRICE (To be completed by D-B)(1) |
|  |  |  |
| Demolition and Removal of Existing Bridge Elements | 6% |  |
| Demolition and Removal of Existing Approach Slabs | 2% |  |
| Construct Pier and Abutment Foundations | 15% |  |
| Construct Pier(s) | 11% |  |
| Construct Abutments and Wing Walls | 12% |  |
| Fabricate and Install Bearings  | 2% |  |
| Fabricate and Install Superstructures  | 21% |  |
| Construct Reinforced Concrete Bridge Deck Slab (including saw-cut grooving) | 20% |  |
| Construct Reinforced Concrete Approach Slabs | 3% |  |
| Reconstruction of the bridge approaches between the project Tie-ins. | 10% |  |
| Miscellaneous (WZTC, Landscaping, Signage, etc.) | 5% |  |
| Fabricate and Install Bridge Rail | 2% |  |
| Pavement Striping of bridge and approaches | 4% |  |
| Fabricate and Install Guide Railing | 2% |  |
| Punch list work, Site Cleanup and Restoration | 2% (fixed) | 2% (fixed) |
| Final Acceptance (Per DB §109-12.1) | 1% (fixed) | 1% (fixed) |
| Final Agreement (Per DB §109-12.2) | 2% (fixed) | 2% (fixed) |

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%

# FORM WPS

WORK PAYMENT SCHEDULE

|  |
| --- |
| WORK PAYMENT SCHEDULE (BIN 5512980) |
| WORK ITEM | MAXIMUM PERCENT OF LUMP SUM PRICE | PERCENT OF LUMP SUM PRICE (To be completed by D-B)(1) |
|  |  |  |
| Demolition and Removal of Existing Bridge Elements | 6% |  |
| Demolition and Removal of Existing Approach Slabs | 2% |  |
| Construct Pier and Abutment Foundations | 15% |  |
| Construct Pier(s) | 11% |  |
| Construct Abutments and Wing Walls | 12% |  |
| Fabricate and Install Bearings  | 2% |  |
| Fabricate and Install Superstructures  | 21% |  |
| Construct Reinforced Concrete Bridge Deck Slab (including saw-cut grooving) | 20% |  |
| Construct Reinforced Concrete Approach Slabs | 3% |  |
| Reconstruction of the bridge approaches between the project Tie-ins. | 10% |  |
| Miscellaneous (WZTC, Landscaping, Signage, etc.) | 5% |  |
| Fabricate and Install Bridge Rail | 2% |  |
| Pavement Striping of bridge and approaches | 4% |  |
| Fabricate and Install Guide Railing | 2% |  |
| Punch list work, Site Cleanup and Restoration | 2% (fixed) | 2% (fixed) |
| Final Acceptance (Per DB §109-12.1) | 1% (fixed) | 1% (fixed) |
| Final Agreement (Per DB §109-12.2) | 2% (fixed) | 2% (fixed) |

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%

# FORM WPS

WORK PAYMENT SCHEDULE

|  |
| --- |
| WORK PAYMENT SCHEDULE (BIN 5516071) |
| WORK ITEM | MAXIMUM PERCENT OF LUMP SUM PRICE | PERCENT OF LUMP SUM PRICE (To be completed by D-B)(1) |
|  |  |  |
| Demolition and Removal of Existing Bridge Elements | 6% |  |
| Demolition and Removal of Existing Approach Slabs | 2% |  |
| Construct Pier and Abutment Foundations | 15% |  |
| Construct Pier(s) | 11% |  |
| Construct Abutments and Wing Walls | 12% |  |
| Fabricate and Install Bearings  | 2% |  |
| Fabricate and Install Superstructures  | 21% |  |
| Construct Reinforced Concrete Bridge Deck Slab (including saw-cut grooving) | 20% |  |
| Construct Reinforced Concrete Approach Slabs | 3% |  |
| Reconstruction of the bridge approaches between the project Tie-ins. | 10% |  |
| Miscellaneous (WZTC, Landscaping, Signage, etc.) | 5% |  |
| Fabricate and Install Bridge Rail | 2% |  |
| Pavement Striping of bridge and approaches | 4% |  |
| Fabricate and Install Guide Railing | 2% |  |
| Punch list work, Site Cleanup and Restoration | 2% (fixed) | 2% (fixed) |
| Final Acceptance (Per DB §109-12.1) | 1% (fixed) | 1% (fixed) |
| Final Agreement (Per DB §109-12.2) | 2% (fixed) | 2% (fixed) |

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%

# FORM WPS

WORK PAYMENT SCHEDULE

|  |
| --- |
| WORK PAYMENT SCHEDULE (BIN 5516072) |
| WORK ITEM | MAXIMUM PERCENT OF LUMP SUM PRICE | PERCENT OF LUMP SUM PRICE (To be completed by D-B)(1) |
|  |  |  |
| Demolition and Removal of Existing Bridge Elements | 6% |  |
| Demolition and Removal of Existing Approach Slabs | 2% |  |
| Construct Pier and Abutment Foundations | 15% |  |
| Construct Pier(s) | 11% |  |
| Construct Abutments and Wing Walls | 12% |  |
| Fabricate and Install Bearings  | 2% |  |
| Fabricate and Install Superstructures  | 21% |  |
| Construct Reinforced Concrete Bridge Deck Slab (including saw-cut grooving) | 20% |  |
| Construct Reinforced Concrete Approach Slabs | 3% |  |
| Reconstruction of the bridge approaches between the project Tie-ins. | 10% |  |
| Miscellaneous (WZTC, Landscaping, Signage, etc.) | 5% |  |
| Fabricate and Install Bridge Rail | 2% |  |
| Pavement Striping of bridge and approaches | 4% |  |
| Fabricate and Install Guide Railing | 4% |  |
| Punch list work, Site Cleanup and Restoration | 2% (fixed) | 2% (fixed) |
| Final Acceptance (Per DB §109-12.1) | 1% (fixed) | 1% (fixed) |
| Final Agreement (Per DB §109-12.2) | 2% (fixed) | 2% (fixed) |

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%

**WORK PAYMENT SCHEDULE NOTES PERTAINING TO FORM WPS**

1. Percent of Lump Sum Price to be completed by Proposer. Total percent for all Work Items shall equal 100%
2. Subsequent to Selection of Best Value, the Design-Builder may submit to the Authority a more detailed Work Payment Schedule which breaks individual work items into multiple stages, providing the Design-Builder is performing staged construction, for the Authority’s review and acceptance.
3. The sum of the percentages proposed for each stage of work shall equal the percentage for that work item submitted by the Design-Builder included on Form WPS, and in no case shall the payment for any individual stage be more than 50% nor less than 10% of the total percentage bid for that work item.

# FORM PB

**PROPOSAL BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Proposer)

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

(Address)

(hereinafter called the "Principal") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as surety or as co-sureties (“Co-Sureties”), each a corporation duly organized and existing under the laws of the State indicated on the attached Appendix 1, having its principal office at the address (including City and State) listed on the attached Appendix 1, and authorized as a surety in the State of New York (such surety or Co-Sureties are hereinafter called the "Surety"), are held and firmly bound unto the New York State Thruway Authority (the "Obligee"), in the full just sum of five percent of the proposal amount, good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made and done, the said Principal binds itself, its heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal has submitted to the Authority, a proposal for the Syracuse Division Bundled Bridges Design-Build Project, (the “Project”), TAS 17-37B, Contract No. D800001.

WHEREAS, under the terms of the Laws of the State of New York as above indicated, the said Principal has filed or intends to file this bond to guarantee that the Principal will execute all required contract proposal documents and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Authority shall accept, all required contract proposal documents including such faithful performance bond or other bonds as may be required by law in accordance with the terms of the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and virtue.

Any extensions of the time for award of the Contract that the Principal may grant in accordance with the Instruction to Proposers in the Request for Proposals for the Project, or otherwise, shall be subject to the reasonable approval of the Surety.

**[*Note: Use in case of multiple or co-sureties or, otherwise, delete*.]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Proposal Bond, so that the Obligee will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee to the Co-Sureties and all claims under this Proposal Bond shall be sent to such designated representative, and all correspondence so sent shall be deemed to have been sent to all Co-Sureties. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Proposal Bond, which agent shall either be a natural person or a corporation qualified to act as an agent for service of process under the laws of the State of New York. The designated representative and agent for service of process may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**[*Note: Add name and address and delete this bracketed text*.]**

and the initial agent for service of process shall be:

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**[*Note: Add name and address and delete this bracketed text*.]**

[SIGNATURE PAGE TO FOLLOW]

IN TESTIMONY WHEREOF, the said Principal has hereunto set its hand and the said Surety or each Co-Surety has caused this instrument to be signed by its authorized officer, the day and year above written.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Principal

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Surety **[*or Co-Surety*]**

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Co-Surety

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Company)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) Co-Surety

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

(Title of Authorized Officer)

(The Surety shall append a single copy of a statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the Surety to the bond(s).)

**CORPORATE ACKNOWLEDGMENT**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_ before me personally came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (in New York)**

**STATE OF NEW YORK }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**Notary Public**

**ACKNOWLEDGMENT FOR OTHER ENTITIES (outside of New York)**

**STATE OF }**

 **: SS.:**

**COUNTY OF }**

On the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument[, and that such individual made such appearance before the undersigned in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(city or political subdivision and the state or county).

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

**Notary Public**

I hereby approve the foregoing contract and bond as to form and manner of execution.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
State of New York Office of the Attorney General

**Appendix 1 to Proposal Bond**

**SURETY/CO-SURETIES INFORMATION**

SURETY NAME SURETY ADDRESS JURISDICTION OF ORGANIZATION

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1. Although “team member” is defined to include individual employees or agents, individual employees or agents of a team member do not need to separately fill out and file a Conflict Questionnaire. [↑](#footnote-ref-1)