

**BID BOND**

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

**BIDDER (Name and Address):** Bilotta Construction Corp.  
296 Purchase Street  
Rye, NY 10580

**SURETY (Name and Address of Principal Place of Business):**  
Fidelity and Deposit Company of Maryland  
1400 American Lane, Schaumburg, IL 60196

**OWNER (Name and Address):** Town of North Castle, NY  
Town Hall, 15 Bedford Road  
Armonk, NY 10504

**BID**

Bid Due Date: 6/6/2014

Description (Project Name and Include Location): Water District No. 2 Distribution System Replacement,  
Windmill Farm, Armonk, NY

**BOND**

Bond Number: n/a

Date (Not earlier than Bid due date): 6/6/2014

Penal sum Five Percent of Amount Bid

(Words)

\$ 5% of Amount Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Bilotta Construction Corp.

(Seal)

Bidder's Name and Corporate Seal

By:

Joseph Bilotta  
Signature

Joseph Bilotta

Print Name

President

Title

Attest:

Patricia A. Condon  
Signature

Notary

Title

**SURETY**

Fidelity and Deposit Company of Maryland

(Seal)

Surety's Name and Corporate Seal

By:

Jessica Iannotta  
Signature (Attach Power of Attorney)

Jessica Iannotta

Print Name

Attorney-in-Fact

Title

Attest:

Halina Kazmierczak  
Signature

Halina Kazmierczak, Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF NY  
CITY OF Rye ) SS:  
COUNTY OF Westchester )

On this 4 day of June, in the year 2014, before me personally came to me known, who, being by me duly sworn, did depose and say that Joseph Bilotta he/she resides in Harrison, NY that he/she is the President of Bilotta Construction Corp., the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Patricia A. Condon  
PATRICIA A. CONDON  
Notary Public, State of New York  
Notary Public or Commissioner of Deeds  
No. 01CO4974019  
Qualified in Westchester County  
Commission Expires November 5, 2014

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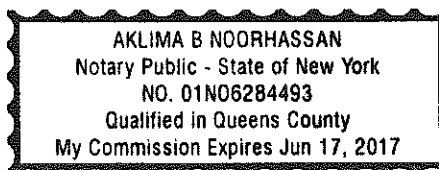
## ACKNOWLEDGEMENT OF SURETY

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STATE OF NEW YORK)  
COUNTY OF NEW YORK)

On this 6<sup>th</sup> Day of June, in the year 2014, before me personally came to me known, who, being by me duly sworn, did depose and say **Jessica Iannotta** he/she resides in New York, NY that he/she is the **Attorney-in-Fact** of **Fidelity and Deposit Company of Maryland**, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

  
Notary Public or Commissioner of Deeds



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vivian CARTI, Debra A. DEMING, Cynthia FARRELL, Sandra DIAZ, Jessica IANNOTTA, Kevin T. WALSH, JR., Annette LEUSCHNER, Edward REILLY, Kelly O'MALLEY and Evangelina L. DOMINICK**, all of New York, New York, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of February, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Assistant Secretary  
Eric D. Barnes*

*Vice President  
Geoffrey Delisio*

State of Maryland  
City of Baltimore

On this 6th day of February, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*



# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition

As Of December 31, 2013

### ASSETS

Bonds.....	\$ 139,272,722
Stocks .....	22,258,887
Cash and Short Term Investments .....	6,595,113
Reinsurance Recoverable .....	17,970,134
Other Accounts Receivable .....	33,409,916
TOTAL ADMITTED ASSETS.....	<u>\$ 219,506,772</u>

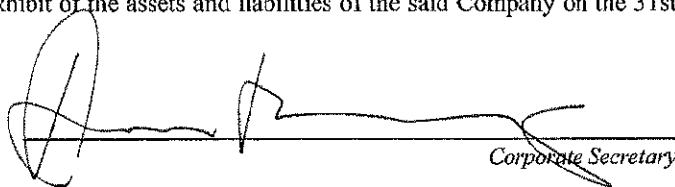
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 1,787,480
Ceded Reinsurance Premiums Payable.....	42,146,005
Securities Lending Collateral Liability .....	6,613,750
TOTAL LIABILITIES .....	<u>\$ 50,547,235</u>
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	<u>163,959,537</u>
Surplus as regards Policyholders .....	168,959,537
TOTAL.....	<u>\$ 219,506,772</u>

Securities carried at \$58,378,690 in the above statement are deposited with various states as required by law.

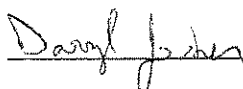
Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2013 would be \$223,222,696 and surplus as regards policyholders \$172,675,461.

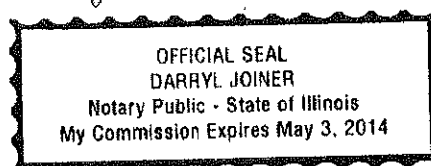
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2013.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2014.

  
Notary Public



CONTRACTOR'S BID  
FOR  
CONSTRUCTION OF CONTRACT NO. 1  
WATER DISTRICT NO. 2 DISTRIBUTION SYSTEM REPLACEMENT  
TOWN OF NORTH CASTLE, NEW YORK

**ARTICLE 1 - BID RECIPIENT**

1.01. THIS BID IS SUBMITTED TO:

Town of North Castle  
15 Bedford Road  
Armonk, NY 10504

- 1.02. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

- 2.01. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01. In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.
<u>#1</u>
<u>#2</u>

Addendum Date
<u>6/3/14</u>
<u>6/10/14</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

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- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

##### **4.01. Bidder certifies that:**

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

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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 1 - BASIS OF BID

- 1.01. Bidder will perform the Work in accordance with the Contract Documents for the prices shown in the Bid Schedule that follow.
- 1.02. Bidder acknowledges that Bidder's price(s) constitute Bidder's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed specifically in the Bid Item Descriptions, Bidder has included that part of the Work in the Bid Item Description which it most logically belongs.
- A. Schedule A: Lump Sum Bid Items: Lump Sum items included all Work in the Contract Documents except items specifically identified as Unit Price Work, Contingent Unit Price Work, Additive Alternates, Deductive Alternates, and Allowances.

Item No.	Description	Total Price
A-1	General Construction	\$ 1,205,932. <sup>00</sup>
<b>Subtotal (Item A-1)</b>		<b>\$ 1,205,932.<sup>00</sup></b>

- B. Schedule B: Unit Price Work: Measurement and payment of Unit Price Work is defined in Section 01025, Unit Price Items.

- Unit Prices have been computed in accordance with General Conditions Article 11.03.B.
- Bidders acknowledge that estimated quantities are not guaranteed, and are solely for the purposes of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Bid Price
B-1	Exploratory Excavation	CY	400	\$ 50. <sup>00</sup>	\$ 20,000. <sup>00</sup>
B-2	Excavation Below Subgrade (Additional Trench Excavation)	CY	500	\$ 40. <sup>00</sup>	\$ 20,000. <sup>00</sup>
B-3	Rock Excavation	CY	1,500	\$ 200. <sup>00</sup>	\$ 300,000. <sup>00</sup>
B-4	6-Inch Ductile Iron Water Main and Fittings, In Place	LF	600	\$ 115. <sup>00</sup>	\$ 69,000. <sup>00</sup>
B-5	8-Inch Ductile Iron Water Main and Fittings, In Place	LF	48,200	\$ 107. <sup>30</sup>	\$ 5,171,860. <sup>00</sup>
B-6	12-Inch Ductile Iron Water Main and Fittings, In Place	LF	1,600	\$ 103. <sup>36</sup>	\$ 165,376. <sup>00</sup>
B-7	Hydrant Assembly, Complete	Each	120	\$ 3925. <sup>00</sup>	\$ 471,000. <sup>00</sup>
B-8	6-Inch Gate Valve, In Place	Each	10	\$ 807. <sup>00</sup>	\$ 8,070. <sup>00</sup>

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B-9	8-Inch Gate Valve, In Place	Each	110	\$ 1121. <sup>00</sup>	\$123,316. <sup>00</sup>
B-10	12-Inch Gate Valve, In Place	Each	10	\$ 2019. <sup>00</sup>	\$20,196. <sup>00</sup>
B-11	Copper Water Service Connections, Near Side	Each	173	\$ 1852. <sup>00</sup>	\$320,396. <sup>00</sup>
B-12	Copper Water Service Connections, Far Side	Each	200	\$ 2475. <sup>00</sup>	\$495,000. <sup>00</sup>
B-13	Unstable Soil Conditions - Type III Special Trench Conditions	LF	200	\$ 30. <sup>00</sup>	\$6,000. <sup>00</sup>
B-14	Additional Compact Ductile Iron Fittings, In Place	Lb.	13,000	\$ 3.50	\$45,500. <sup>00</sup>
B-15	Select Backfill Materials, NYSDOT Course 304, Type 4 (Pipe Trench Special Backfill)	CY	500	\$ 40. <sup>00</sup>	\$20,000. <sup>00</sup>
B-16	Temporary Pavement Replacement	SY	17,000	\$18.08	\$307,360. <sup>00</sup>
B-17	Abandonment of Existing Water Services	LF	373	\$ 100. <sup>00</sup>	\$37,300. <sup>00</sup>
B-18	Permanent Pavement Replacement	SY	21,200	\$ 20. <sup>00</sup>	\$424,000. <sup>00</sup>
B-19	Asphalt Curb Replacement	LF	2,000	\$ 11. <sup>00</sup>	\$22,000. <sup>00</sup>
B-20	Concrete Curb Replacement	LF	1,000	\$ 26. <sup>00</sup>	\$26,000. <sup>00</sup>
B-21	Abandonment of Existing Valves	Each	60	\$ 325. <sup>00</sup>	\$19,500. <sup>00</sup>
B-22	Existing Hydrant Removal	Each	77	\$ 325. <sup>00</sup>	\$25,025. <sup>00</sup>
B-23	Anti-Seep Collars	Each	125	\$ 425. <sup>00</sup>	\$53,125. <sup>00</sup>
B-24	Asphalt Driveway Restoration	SY	50	\$ 60. <sup>00</sup>	\$3,000. <sup>00</sup>
B-25	Concrete Driveway Replacement	CY	10	\$ 450. <sup>00</sup>	\$4,500. <sup>00</sup>
B-26	Concrete Encasement	CY	50	\$ 400. <sup>00</sup>	\$20,000. <sup>00</sup>
B-27	Pipe Abandonment	Each	15	\$ 450. <sup>00</sup>	\$6,750. <sup>00</sup>
B-28	Temporary Water Service	LF	7,600	\$ 26.25	\$199,500. <sup>00</sup>
B-29	Sample Stations	Each	8	\$3500. <sup>00</sup>	\$28,000. <sup>00</sup>
B-30	Meter Pits (1-Inch Service)	Each	2	\$2000. <sup>00</sup>	\$4,000. <sup>00</sup>
B-31	Final Cleanup and Site Restoration	LF	50,500	\$ 1. <sup>00</sup>	\$50,500. <sup>00</sup>
B-32	Pavement Milling/Removal	SY	12,500	\$ 5. <sup>00</sup>	\$62,500. <sup>00</sup>
B-33	Natural Gas Main Bedding	CY	50	\$ 50. <sup>00</sup>	\$2,500. <sup>00</sup>
B-34	Pipe Removal	LF	1,200	\$ 10. <sup>00</sup>	\$12,000. <sup>00</sup>
B-35	1-1/2-Inch Copper Water Service Connections	Each	8	\$ 3200. <sup>00</sup>	\$25,600. <sup>00</sup>
B-36	2-Inch Copper Water Service Connections	Each	8	\$ 3800. <sup>00</sup>	\$30,400. <sup>00</sup>
<b>Subtotal (Sum of Items B-1 through B-36)</b>				<b>\$</b>	<b>\$8,619,262.<sup>00</sup></b>

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C. Schedule C: Allowances:

1. Bidder agrees to provide the following allowances as part of the Work in accordance with General Conditions Article 11.02.
2. Engineer will consult with Contractor for consideration and selection of products and select products in consultation with Owner and transmit decision to Contractor. On notification of selection by Engineer, Contractor shall execute purchase agreement with designated Supplier, arrange for and process Shop Drawings and Samples, arrange for delivery, and promptly inspect products upon delivery for completeness, damage, and defects.

Item No.	Description	Total Price
C-1	NYS Route 22 Crossing	\$100,000
C-2	Town of North Castle Assistance	\$10,000
Subtotal (Sum of Items C-1 and C-2)		\$110,000

D. Schedule D: Total Bid Price:

1. Determination of the apparent low Bidder shall be based on the Total Bid Price determined as follows.
2. In case of a discrepancy between lump sum prices written in words and in figures, the lump sum prices written in words shall govern. In case of a discrepancy between lump sum prices bid and extended totals, the lump sum prices will govern.

Item No.	Total Price
Schedule A Total (Lump Sum Bid Items)	\$ 1,205,932. <sup>00</sup>
Schedule B Total (Unit Price Work)	\$ 8,619,262. <sup>00</sup>
Schedule C (Allowances)	\$110,000
<b>TOTAL BID PRICE</b>	<b>\$ 9,935,194.<sup>00</sup></b>

TOTAL BID PRICE (in words) Nine million nine hundred  
thirty five thousand One hundred ninety-four dollars and zero cents

ARTICLE 6 - TIME OF COMPLETION

- 6.01. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02. Bidder accepts the provisions of the Agreement as to liquidated damages.

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## ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01. The following documents are submitted with and made a condition of this Bid:

- A. Required Bid Security in the form of Bid Bond or certified check.
- B. Statement of Surety's Intent.
- C. Required Bidder's Qualification Statement with supporting data.
- D. List of Proposed Subcontractors.
- E. List of Project References.
- F. Non-Collusive Bidding Certification
- G. List of Proposed Suppliers.
- H. Certification by Bidder Regarding Equal Employment Opportunity.
- I. Bid Bond (Penal Sum Form).

## ARTICLE 8 - DEFINED TERMS

8.01. The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 - BID SUBMITTAL

This Bid is submitted by:

If Bidder is:

An Individual

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

By \_\_\_\_\_  
(Individual's Name)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By \_\_\_\_\_  
(Signature of general partner--attach evidence of authority to sign)

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

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A Corporation  
Corporation Name: Bilotta Construction Corp (SEAL)  
State of Incorporation: New York  
Type (General Business, Professional, Service, Limited Liability): Corporation  
By: Joseph Bilotta - Pres  
(Signature--attach evidence of authority to sign) Joseph Bilotta  
Name (typed or printed): Joseph Bilotta  
Title: Pres  
Attest: Paul Bilotta (CORPORATE SEAL)  
(Signature of Corporate Secretary)  
Date of Qualification to do business in State where Project is located is: NY

A Joint Venture  
Name of Joint Venture: \_\_\_\_\_  
First Joint Venturer Name: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_  
(Signature of joint venturer partner--attach evidence of authority to sign)  
Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Second Joint Venturer Name: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_  
(Signature--attach evidence of authority to sign)  
Name (typed or printed): \_\_\_\_\_  
Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 290 Rockaway St Bklyn, NY 10580  
Phone No. 914 967-2944 Fax No. 914 967-2946  
Email bilottaconst@verizon.net

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SUBMITTED on 6/11, 2014

State Contractor License No. N/A if applicable.

END OF SECTION

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North Castle Water District No. 2 Distribution System Replacement  
8616265.1 00410-8

BID FORM

Addendum No. 1, Attachment No. 1

**BID SECURITY**

(ATTACH BID SECURITY TO THIS PAGE IF CERTIFIED CHECK.)

## BIDDER'S QUALIFICATION STATEMENT

To induce the making of this Contract, the Bidder represents to the Owner the following, as evidence of Bidder's Qualifications to perform the work herein specified:

1. How many years has your organization been in business under the name in which you propose to execute this Contract?  
50 Years
2. What projects of character similar to that proposed has your present organization completed? Give the information indicated by the following tabulations:

NAME, ADDRESS, AND PHONE NO. OF OWNER FOR WHOM WORK WAS DONE	DESCRIPTION OF WORK	APPROXIMATE AMOUNT OF CONTRACT	APPROXIMATE DATE WORK WAS DONE
See			
Attached			

3. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

NO

4. Do you have, or can you procure the necessary personnel, equipment, facilities and financial resources to immediately undertake and satisfactorily complete the work contemplated in this Contract? Yes
5. (Other requirements as pertinent).



## LIST OF PROPOSED SUBCONTRACTORS

This document is an Attachment to the Bid Form and is a legally binding part thereof;

Each Bidder shall complete this "List of Proposed Subcontractors" in its entirety. Failure to do so shall render the Bid Form non-responsive and be grounds for its rejection by Owner. If Bidder intends to self perform the type of work indicates, write "Self Perform" under Subcontractor Name. If work is not applicable, indicate "N/A" in box.

Type of Work	Subcontractor Name and Address	Certified Disadvantage Business Enterprise?	Subcontract Amount	State Contractor License Number
Dewatering	<i>self perform</i>			
Civil/Piping	1) <i>Heitkamp Inc 99 Callender Rd Waterbury, CT 06795</i>	<i>NO</i>	<i>\$133,000.00</i>	<i>232 6297</i>
	2) <i>Pro Tapping Inc 620 Gravelly Hollow Rd Medford, NJ 08055</i>	<i>NO</i>	<i>\$15,208.00</i>	<i>13 984281</i>
Concrete	<i>self perform</i>			

Total Subcontracted Amount: \$ *148,208.00*

Percent of Total Contract: *1.49* %

## NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law requires the following statement subscribed by the bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

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

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

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

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

Section 103-d of the General Municipal Law, as amended by Chapter 675 L 1966, in addition to requiring the above certification, provides as follows:

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

The fact that a 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 has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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

Dated: 6/6, 2014

Signed:

Joseph Bilotta Name  
Joseph Bilotta - Pres Title  
Bilotta Construction Co. Company  
296 Pine Lane St Address  
NYC, NY 10580

Corporate Seal

**LIST OF PROPOSED SUPPLIERS**

Ferguson Waterworks

Peckham Industries

Thalle Industries

Hicon New York

CERTIFICATION BY BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

*Bilotta Construction Corp*

Name of Bidder

Project No.

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Each bidder shall state in his bid proposal whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name:

*Bilotta Construction Corp*

Address:

*2900 Birchmore St Bklyn NY 10580*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. YES ☒ NO ☐
2. Compliance reports were required to be filed in connection with such contract or subcontract. YES ☒ NO ☐

If YES, state what reports were filed and with what agency.

*- NYSDOT - Westchester Co*

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. YES ☒ NO ☐ *if applicable for pay.*
4. If answer to item 3 is "NO", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001.)

*Joseph Bilotta - Pres*

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

*Joseph Bilotta*

(SIGNATURE)

*Joseph Bilotta*

*Pres*

*6/6/14*

(DATE)