

Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, New York 10522

**Addendum No. 1**

*Renovation of the Gould Park Pools  
Dobbs Ferry, New York*

January 18, 2019

**GENERAL INDEX TO ALL CONTRACT DOCUMENTS FOR ADDENDUM NO. 1**

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## **Amendments to Information to Bidders**

1. (add to end of Section No. 1) Prices and information required by proposal, except signature of bidder should be written for legibility. Bids written in pencil may be rejected. The Owner shall interpret or reject illegible or vague bids and its decision shall be final.

If the bid is made by an individual, it shall be signed by the individual, giving the individuals full name and address; if the bid is made by a firm or partnership, its name and the principal office address of such firm or partnership shall be stated, and the bid shall be signed by one or more of the partners, and the names of all the partners shall be listed; and if the bid is made by a corporation, it shall be signed with the name of the corporation, and the principal office address of the corporation and the State of incorporation shall also be entered thereon.

All prices quoted by various proposers must be firm prices for a period of 120 days to allow acceptance by the Owner. If awarded the contract, the prices will then be firm during the time period indicated by the proposer.

All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initialed.

3. (add to end of Section No. 3) The bidder shall meet the licensing and certification requirements of the Federal, State and local regulatory agencies, and shall comply with applicable Federal, State and Local regulations, which mandate work practices, and be capable of performing the work of this contract. The bidder shall complete the Statement of Qualifications accompanying the bid proposal and shall submit a minimum of three (3) references with the bid.

The Owner may, in its discretion, make such investigation(s) as it deems necessary or desirable to determine the qualifications of the bidder to perform the work, and the bidder shall furnish additional information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the required Statement of Qualifications is not submitted, or if any additional information requested from the bidder, or the investigation of such bidder, fails to demonstrate that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein within the time frame designated.

4. (add to end of Section No. 4) Any bidder who fails to enter into the contract for the performance of the work or to furnish the required Performance Bond and the Labor and Material Payment Bond and proof of insurance within ten (10) calendar days after notice of award from the Owner, shall forfeit its claim to the work, and the Bid security accompanying its proposal shall become the property of the Owner as the agreed and liquidated amount of damages caused by such failure.

8. (add to end of Section No. 8) The plans and specifications for the project have been prepared with care and are intended to show as clearly as is practicable the work anticipated to be done. The bidder must realize, however, that construction details cannot always be accurately

anticipated and that in executing the work, undetermined conditions may require a variation. Work under all items in the contract must be carried out to meet the field conditions to the satisfaction of the Owner in accordance with their instructions and the Contract Specifications.

The bidder is expected to carefully examine the site(s) of the proposed work, the proposal, contract plans, specifications, and contract forms and shall become acquainted with the work to be performed (including quantity and quality), materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract agreement, contract plans and specifications.

The bidder must assume all risk of variance in any computation or statement of amounts of quantities necessary to complete the work required by the bidder by whomsoever made, and fully complete said work in accordance with the contract plans and specifications for the price bid. Any items of work contained either in the specifications, or on the contract plans but omitted from the others respectively will be considered part of the work.

17. (add to end of Section No. 17) Authentication of proposal, affidavit of non-collusion and non-conflict of interest forms shall be fully signed and executed and included with the proposal. Failure to sign and execute these documents and include same with the proposal shall automatically invalidate the proposal.

18. (additional new Section No. 18) The bidder awarded the contract shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing of the Owner.

19. (additional new Section No. 19) References to trade names for materials in the Specifications are to set standards and not to limit bids. Bidder may offer alternatives for the Owner's approval as part of its bid.

A description of materials to be used must be stated with bids.

In addition to any warranty provided by the manufacturer of any the materials installed by the accepted bidder, for a five (5) year period from the date of substantial completion of the project, bidder will provide a warranty that the material and services provided to the Owner shall be free from defects in material, manufacturing workmanship, and title; will perform in conformance with the specifications set forth in the bid documents; and will operate as described in all marketing and advertising materials provided to the Owner.

The Owner reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains variations from the specifications.

All literature and specifications, including all manufacturer's warranties, for the materials Bidder proposes to provide for the project must be enclosed with bid.

Any exceptions or deviations from the Specifications must be stated in writing with bids.

20. (additional new Section No. 20) Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the Owner, elective or appointive, in his efforts to propose for, offer for sale, or to seek to make sales to the Owner, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

21. (additional new Section No. 21) Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

- (a) Failure of a proposal to conform to the essential requirements of the specifications.
- (b) Failure of a proposal to conform to the specifications contained or referenced in the specifications.
- (c) Failure of a proposal to conform to the delivery or completion established in the specification.
- (d) Submission of a proposal that imposes conditions that would modify the terms and conditions of the specifications, or limit the proposer's liability to the Owner on the contract awarded on the basis of such proposal.
- (e) Submission of a proposal determined by the Owner to be unreasonable as to price.
- (f) Submission of a proposal determined not to be from responsible proposers.
- (g) Failure of a proposal to meet guarantees, where required in the specifications.
- (h) More than one proposal for the same work from an individual firm, partnership, or corporation under the same or different names.
- (i) Evidence of collusion among bidders. Participants in such collusion may not receive recognition as bidders for any future work.
- (j) Unbalanced proposals in which the prices for some items are out of proportion to the prices for other items.
- (k) Failure to submit a unit price for each item of work for which a bid price is required by the Proposal.
- (l) Failure to submit the experience statements.
- (m) Lack of competency as revealed by the experience statement submitted.
- (n) Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- (o) Uncompleted past work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- (p) If the proposal is not accompanied by the proposal security specified by Owner.
- (q) If the proposal is on a form other than that furnished, or if the furnished form is altered.
- (k) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
- (l) If the bidder or his representative has not conducted a personal inspection of the conditions of the work and the work site to obtain the necessary information to enable the bidder to prepare the bid proposal.

22. (additional new Section No. 22) Award of this contract will be made only to the lowest responsible bidder as will best promote the public interest, taking into consideration the

reliability of the bidder, the quality of the materials, equipment or supplies to be furnished, their conformity with specifications, the purpose for which required and the terms of delivery. The Owner reserves the right, in its discretion, to reject any or all bids or to waive any informality or irregularity in the bids received.

Technicalities or minor irregularities in proposals which may be waived when the Owner determine that it will be in the Owner's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from, or variation in, the precise requirements of the specifications and having none or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of or be otherwise prejudicial to other proposers. The Owner may either give a proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his/her proposal, or waive such deficiency where it is advantageous to the Owner to do so.

23. (additional new Section No. 23) Proposals will not be open to public inspection nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open for public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal and consistent with New York State law.

24. (additional new Section No. 24) No bid submitted shall be withdrawn for at least a period of forty-five (45) days from the date of the bid opening.

25. (additional new Section No. 25) The Owner is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The successful proposer shall in all solicitations and/or advertisements for employees placed by or on behalf of the successful proposer, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

The bidder proposer is required to maintain a written sexual harassment policy, and to provide annual training to employees, pursuant to New York Labor Law § 201-g.

## **Amendments to Bid Form**

3.01 (add to end of Section No. 3.01)

J. Bidder assumes all risk of variance in any computation or statement of amounts of quantities necessary to complete the work required by the bidder by whomsoever made, and fully complete said work in accordance with the Contract Plans and Specifications for the price bid. Any items of work contained either in the specifications, or on the contract documents but omitted from the others respectively will be considered part of the work.

K. Bidder warrants to the Owner that materials furnished under the contract will be of good quality and new. The work will be free from defects and will conform to the requirements of the specifications. Work not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective.

A written manufacturer's warranty will be submitted to the Owner at the completion of the work for all applicable portions of the work.

Bidder warrants to the Owner for a duration of not less than five (5) years from the date of substantial completion of the project that its work will be free from any defects in material, manufacturing workmanship, and title; will perform in conformance with the specifications set forth in the bid documents; and will operate as described in all marketing and advertising materials provided to the Owner.

Should any failure to conform to any of the warranties occur within the applicable warranty period the bidder shall upon notification in writing of the defect, correct such nonconformity by repairing any defective part or parts within thirty (30) days of the written notification. The bidder shall deliver and install or replace the defective material(s) free of charge. Replacement materials shall be guaranteed for the balance of the original warranty period.

7.01 (add to end of Section No. 7.01)

H. Non-Collusive Bidding Certificate; Iranian Divestiture Certificate; Labor Violation Certificate

## **Amendments to General Conditions**

Add subparagraph 3.01(F) as follows:

Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operation shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.

Add subparagraph 3.01(G) as follows:

When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) such is made part of these Specifications, having the force and effect as though reproduced herein, and upon entering into the Contract the Contractor acknowledges his familiarity with those pertaining to his Work.

Replace subparagraph 4.05(A) as follows:

Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under this Article 4 shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity; or (4) any delay-related claim (collectively referred in this subparagraph as "Delay") whether or not such Delay is foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity cost, impact damages, labor inefficiency damages, or overhead costs.

Replace subparagraph 4.05(B) as follows:

Contractor shall not be entitled to an adjustment in Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

Delete subparagraph 4.05(D).

Replace subparagraph 5.04 as follows:

The Contractor acknowledges he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, materials, equipment, utilities, roads, weather, ground water table, character of surface and subsurface materials and conditions, the facilities needed to prosecute the Work, and all other factors which in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with the available information concerning these conditions will not relieve him from the responsibility of successfully performing work.

In addition to showing the structures to be built under these Contract Documents, the Drawings show certain information obtained by the Owner regarding the conduits, pipe-lines, existing pavements, concrete slabs and rock, and other structures which exist at the site of the Work, both at



and below the surface of the ground. The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the drawings with regard to existing structures, conduits, pipe-lines, existing pavements, concrete slabs and rock, and the Contractor will not be entitled to an increase in the contract price or an extension of contract time on account of inaccuracy or incompleteness of such information or due to any unforeseen difficulties or distances encountered in the Work. Said structures, conduits, pipe-lines, existing pavements, concrete slabs and rock, are being shown only for convenience of the Contractor who must verify the information to its own satisfaction. The Contractor shall make no claim against the Owner with respect to the accuracy or completeness of such information if it is erroneous, or if the conditions found at the time of construction are different from those as indicated.

Delete paragraph 5.05

Add subparagraph 7.01(C) as follows:

Where equipment lines, piping, conduit or any other systems are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping, conduit, etc. included in the Work of his Contract. He shall coordinate the work of his Subcontractors and prevent all interferences between equipment, lines of piping, architectural features, etc. and avoid any unsightly arrangements in Work whether exposed or concealed. In the event there are other separate Contractors he shall also coordinate the Work of his Contract with the Work of any such separate Contractors.

Add subparagraph 7.01(D) as follows:

The Contractor, its employees and Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. The Contractor shall be responsible for the enforcement among his employees of the Owner's instructions.

Add subparagraph 7.01(E) as follows:

Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Add subparagraph 7.01(F) as follows:

The Contractor shall be solely responsible for the conditions which develop during construction and in the event any structure is dislocated, over strained, or damaged so as to affect its usefulness, the Contractor shall be solely responsible. The Contractor shall take whatever steps necessary to strengthen, relocate or rebuild the structure to meet requirements.

Add subparagraph 7.01(G) as follows:

The Contractor is responsible for restoration and/or repair of utilities, private property, buildings, pavement, walkways, roads, etc. damaged by his activities under this Agreement.

Add subparagraph 7.01(H) as follows:

Contractor agrees to pay, when due, all claims for labor and/or materials furnished for Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property on which the Work is performed. Contractor agrees to cause the effect of any such suit

or lien to be removed from the premises within fifteen (15) days after written demand from the Owner.

Replace subparagraph 7.18(A) as follows:

To the fullest extent by permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultant's, Engineer, Engineer's consultants, and each of their respective representatives, employees, directors, board members, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the Work, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Contractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder.

Add subparagraph 7.18(D) as follows:

The Contractor agrees to include the following indemnity provision in each and every contract it enters into with a subcontractor, and to require that subcontractor to include such provision in each contract it enters into with any lower tier subcontractor: "To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Contractor, Owner, Owner's consultant's, Engineer, Engineer's consultants, and each of their respective representatives, employees, directors, board members, officers, and agents, from and against any and all claims, suits, actions, debts, damages, fines, penalties, costs, charges and expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the performance of this Subcontract, including, but not limited to, bodily injury and/or property damage, to the extent caused, in whole or in part, by acts, actions, omissions, negligence, fault or breach of the Subcontractor, its employees, agents, subcontractors, suppliers and/or materialmen, regardless of whether or not such claim is caused in part by a party indemnified hereunder."

Replace subparagraph 8.03(A) as follows:

If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, or interferes with the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Time shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

Delete subparagraph 9.11 Evidence of Financial Arrangements.

Add subparagraph 11.01(A)(4) as follows:

In no case shall the Contractor delay the progress of the Work, or any part thereof, in response to changes in the Work or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to equitable value of the changes.

Replace subparagraph 12.01(B) as follows:

The party submitting a Claim shall deliver it directly to the other party to the Contract promptly after the start of the event giving rise thereto. Claims by the Contractor must be initiated within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier. Claims by the Owner must be initiated within a reasonable time after occurrence of the event giving rise to such claim or after the Owner recognizes the condition giving rise to the Claim. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

Add subparagraph 15.01(B)(4) as follows:

Along with its Application for Payment, Contractor shall submit to Architect a written acknowledgement of payment and waiver of lien rights with respect to the Application for Payment submitted. Contractor shall also submit acknowledgments of payment and waiver of lien rights from each of its Subcontractors for the time period through and including the Application for Payment being submitted the Contractor. Architect shall hold all acknowledgments of payment and waiver of lien rights in escrow until the applicable payment has been made by the Owner.

Add subparagraph 15.03(G) as follows:

The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawing and Specifications so the Owner can occupy or utilize the entire Project (or such portion thereof as Owner earlier elects to occupy or utilize) for the use for which it is intended. Substantial Completion shall not be deemed to exist until the Owner receives a Certificate of Occupancy for the Project (or such portion as elected by Owner), and the Contractor, engineer and Owner have agreed upon a schedule to provide the Owner with all as built drawings, operating manuals and warranties. Warranties called for by the Agreement or by the Drawings and Specifications shall commence on the date of Substantial Completion of the Project or designated portion thereof, or any later date that the parties agree. This date shall be established by a Certificate of Substantial Completion signed by the Owner, Architect and Contractor and shall state their respective responsibilities for security, maintenance, hear utilities, damage to the Work and insurance. This Certificate shall also list the items to be completed or corrected together with a price for each time and a time for their completion and correction.

Add subparagraph 15.03(H) as follows:

Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

Replace subparagraph 16.02(B) as follows:.

If one or more of the events identified in Paragraph 16.02.A occurs, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

Delete subparagraph 16.02(D).

Delete subparagraph 16.02(G).

Replace subparagraph 16.03(A) as follows:

Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination,;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.

### **Amendments to Additional General Conditions**

Article 1(B). Remove the phrase “after ten (10) days written notice to the Contractor” from the first sentence of the section.

Article 8, Existing Conditions Found Different – Delete Section Entirely.

Article 30, Dispute Resolution – Delete Section Entirely.

## **IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION**

1. Bidder/Contractor hereby represents that said Bidder/Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment” in that said contractor/proposer has not:
  - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
  - a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

The District will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The District reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - b) The District has made a determination that the goods or services are necessary for the District to perform its functions and that, absent such an exemption, the District would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the District in writing and shall be a public document.
5. By submission of this bid, each Bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came and appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

\_\_\_\_\_  
NOTARY REPUBLIC

## CERTIFICATION ON VIOLATIONS

\_\_\_\_\_, a representative of \_\_\_\_\_, hereby swears to and certified that, to the best of his or her knowledge and belief:

1. Neither \_\_\_\_\_, nor any substantially owned-affiliated entity of the bidder (collectively the “Bidder”), has been found to be in violation of the Davis-Bacon Act pursuant to 40 U.S.C. 3144, the Copeland Act pursuant to 18 U.S.C. 874 and 40 U.S.C. 3145 or the Contract Work Hours and Safety Standards Act pursuant to 40 U.S.C. 332, or their New York State counterparts.

☐ True

☐ False

If False is selected, information for questions 2 and 3 must be provided. If True is selected questions 2 and 3 are not applicable, continue to question 4.

2. If the Bidder has been found to be in violation of the Davis-Bacon Act, the Copeland Act, the Contract Work Hours and Safety Standards Act, or any of their New York State counterparts, state the name of the agency, the date of the violation, the nature of the violation and any consequence of the violation, including warnings, fines and debarments below.

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3. The Bidder is not currently under investigation by any local, state or federal government agency. If Bidder is under investigation, state the name of the agency, the date of the alleged violation and the nature of the alleged violation below.

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|  |

4. I have authority to execute this certification, knowing it will be relied upon by the Owner of this Project.

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Name \_\_\_\_\_

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Title

State of \_\_\_\_\_)

) SS:

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came and appeared to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

NOTARY REPUBLIC