

Bid for
2024 Wastewater Plant Biosolids Removal

to the

CITY OF WATERFORD



Submitted on
September 25, 2024



435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com



SEPTEMBER 25, 2024

City Waterford
City Hall
101 E Street
Waterford, CA 95386

Re: 2024 Wastewater Plant Biosolids Removal

Ladies and Gentlemen:

Synagro-WWT, Inc. (Synagro) is pleased to respond to the City of Waterford's Invitation to Bid for the 2024 Wastewater Plant Biosolids Removal Project. We have enclosed for your review our completed bid package.

Having been in business for over 45 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 33 states. We provide ongoing residuals management services to numerous water and wastewater treatment plants throughout California and have the personnel and resources in place to successfully complete this project for the City.

Synagro appreciates this opportunity. Should you have any questions regarding our submittal, please contact me at (650) 219-6380 or jpugliaresi@synagro.com. We look forward to hearing from you soon.

Warm regards,

John Pugliaresi

John Pugliaresi
Regional Sales Director

JP:jc


September 1, 2024

Delegation of Authority

Jazmine Clark

I, **Kaivan Desai**, President and Chief Financial Officer of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, Jazmine Clark, **Senior Proposal Coordinator**, authority to sign as an officer or as an authorized person binding bids, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.



Kaivan Desai

President & CFO

**State of California
Secretary of State**

**CERTIFICATE OF STATUS
FOREIGN CORPORATION**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **22nd day of December, 1988, SYNAGRO-WWT, INC.**, a corporation organized and existing under the laws of **Maryland**, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in this State; and

That the above corporation is entitled to transact intrastate business in the State of California as of the date of this certificate, however, subject to any licensing requirements otherwise imposed by the laws of this State; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 23, 2008.



Debra Bowen

**DEBRA BOWEN
Secretary of State**



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **801688**

Entity CORP

Business Name SYNAGRO - W W T INC

Classification(s) A

Expiration Date 12/31/2025

www.cslb.ca.gov



From: [Michael Pitcock](#)
To: [Jazmine Clark](#)
Cc: [Stephanie Mendes](#)
Subject: [External Email] RE: 2024 Wastewater Plant Biosolids Removal
Date: Wednesday, September 18, 2024 5:24:43 PM
Attachments: [image001.png](#)

You don't often get email from mpitcock@cityofwaterford.org. [Learn why this is important](#)

[EXTERNAL EMAIL]

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

See comments in red. Please forward any additional questions to me.

Thanks

Michael Pitcock, P.E.
City Manager
101 E Street
Waterford, Ca 95386
(209)874-2328 Ext 103



From: Stephanie Mendes <smendes@cityofwaterford.org>
Sent: Tuesday, September 17, 2024 11:03 AM
To: Michael Pitcock <mpitcock@cityofwaterford.org>
Subject: Fwd: 2024 Wastewater Plant Biosolids Removal

Stephanie Mendes
Chief plant operator

Begin forwarded message:

From: Jazmine Clark <jazclark@synagro.com>
Date: September 17, 2024 at 10:59:39 AM PDT
To: Stephanie Mendes <smendes@cityofwaterford.org>
Subject: 2024 Wastewater Plant Biosolids Removal

Good Afternoon,

Synagro-WWT, Inc. (Synagro) has reviewed the bid specifications for the above referenced project, and we have the following questions to submit for the City's review and clarification:

1. The provided bid bond shows a due date of "August 28th, 2024". Is it ok if our surety company corrects the date or can you provide an updated form?
Response: Yes you can update the date
2. Should Section 11.01 of the Bid Specs be amended to reflect 2024 Wastewater Plant Biosolids removal (instead of 2020 as published)?
Response: The title on the front page of the bid packet is correct and will govern. I see the bid spec in question as a clerical error of no significance.
3. On Section 9 of the Form Contract agreement, Contractor requests the following language be included in the final contract agreement for Section 9.
"City and Contractor agree in advance that Liquidated Damages shall not apply in any instance where the delay in or impossibility of performance is a direct result of, or occasioned by a force majeure event, or circumstance beyond the control of the Contractor."
Response: Unfortunately our insurer has reviewed and approved the language in the agreement. Changes will not be made.
4. In Section 11 of the Form Contract Agreement, the Contractor requests the inclusion of the following language. " Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract.
Response: Unfortunately our insurer has reviewed and approved the language in the agreement. Changes will not be made.
5. Regarding the applications for payment (Section 5) and the Payments to the Contractor (Section 19) , will the City please conform that the payments shall be made to the Contractor with NET 30 Payment Terms, upon the receipt of properly formatted and correct request from the Contractor? If Not, will the City include the following Language in Section 19 of the Agreement
"Contractor shall submit to City an invoice setting forth the amounts due and any additional information with respect to the computation of said amount. City shall pay to Contractor the full amount due under said invoice within

thirty (30) days of the date of said invoice. Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one-half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, Customer agrees to promptly pay any undisputed amounts.

Response: Unfortunately our insurer has reviewed and approved the language in the agreement. Changes will not be made. However, the city generally turns payment around in 15-20 days upon review of an invoice as long as no corrections need to be mad.

6. Will the City Agree to add a Standard Force Majeure / Uncontrollable Circumstances language (set forth below) into the final contract language?

"Relief for Force Majeure/Uncontrollable Circumstances; Change in Law

Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. "

Response: Unfortunately our insurer has reviewed and approved the

language in the agreement. Changes will not be made.

7. Have the materials specified within the scope of work been tested for PFAS / PFOA or other 40 CFR 503 regulated substances, if yes will the City share the results of those tests prior to the bid due date?

Response: No testing has occurred outside what was included in the bid appendix. Feel free to grab a sample and test it yourself should you desire.

Thank you



Jazmine Clark
Senior Proposal Coordinator
435 Williams Court, Suite 100, Baltimore, MD, 21220
O:
jazclark@SYNAGRO.com |
[Synagro](#) | [YouTube](#) | [LinkedIn](#)



PROPOSAL TO CITY OF WATERFORD
DEPARTMENT OF PUBLIC WORKS
FOR THE CONSTRUCTION OF

PROJECT NO. 2024-04
2024 WASTEWATER PLANT
BIOSOLIDS REMOVAL

WATERFORD, CALIFORNIA

NAME OF BIDDER Synagro-WWT, Inc.
BUSINESS P.O. BOX N/A
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS 435 Williams Court, Suite 100
(Please include even if P.O. Box used)
CITY, STATE, ZIP Baltimore, MD 21220
TELEPHONE NO: AREA CODE (410) 688-4438
FAX NO: AREA CODE (410) 779-3558
CONTRACTOR LICENSE NO. 801688

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the Federal prevailing wage rates or), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications and Drawings for the City of Waterford, dated January, 2014, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions and site plan for the work to be done are included in this document.

Receipt of copies of the following addenda(s) is hereby acknowledged.

Addendum No.	Bidders Signature	Date
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bids are to be submitted for the entire work necessary to construct those items listed in the "Contractor's Bid" sheet (P-3). The amount of the bid for comparison purposes will be the total of all items of the base bid and any combination of the bid alternates.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case

of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Waterford, and that discretion will be exercised in the manner deemed by the City of Waterford to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Waterford respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Waterford within 14 calendar days, not including legal holidays, after the bidder has received notice from the City of Waterford that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Waterford.

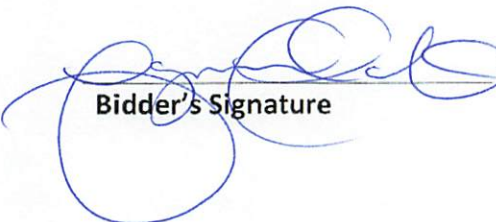
The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Waterford in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

CONTRACTOR'S BASE BID

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	LS @	<u>\$52,000.00</u>	= <u>\$52,000.00</u>
2.	Removal, Transport and Disposal of Biosolids P.S.L. 3&2	260	Dry Tons @	<u>\$1,916.56</u>	= <u>498,305.60</u>
*** TOTAL BASE BID					= <u>\$550,305.60</u>

CONTRACTOR'S ADD ALTERBATE BID

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Removal, Transport and Disposal of Biosolids P.S.L. 1	90	Dry Tons @	<u>\$1,916.56</u>	= <u>\$172,490.40</u>
TOTAL ADD ALTERNATE BID =					<u>\$172,490.40</u>


Sr. Proposal Coordinator
Synagro-WWT, Inc.

Bidder's Signature
Title
Company Name

*** Selection of the lowest responsible bidder will be based on the Base Bid only.

CITY OF WATERFORD
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Synagro-WWT, Inc.
_____ as Principal, and

Axis Insurance Company

as Surety are bound unto the City of Waterford, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **2024 Wastewater Plant Biosolids Removal** for which bids are to be opened at Waterford City Hall on ~~August 28th, 2024~~ **September 25th, 2024**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

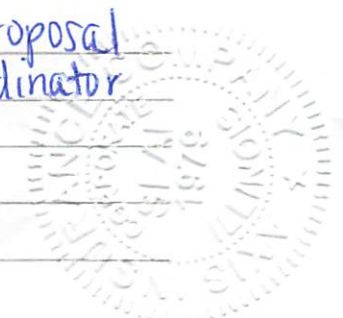
In the event suit is bought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: September 18th, 20 24

Jazmine Clark Sr. Proposal
Coordinator

SYNAGRO-WWT, INC
Principal
Axis Insurance Company
Surety
By V. Gornalen

Vilma Gonzalez, Attorney-in-fact



CERTIFICATE OF ACKNOWLEDGEMENT *Please see Notary Acknowledgment Attached*

State of ~~California~~ Maryland
City/County of Baltimore SS

On this 18th day of September in the year 20 24 before me
Constance A. Reynolds, personally appeared Jazmine Clark

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)
CONSTANCE A. REYNOLDS
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires 09-06-2027

Constance A Reynolds.



THE NATIONAL ARCHIVES
AND RECORDS ADMINISTRATION
1981

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Maryland
COUNTY OF Baltimore

On this 18th day of Sept. in the year 2024 before me personally came to me known, who, being by me duly sworn, did depose and say that Jasmine Clark he/she resides in Baltimore that he/she is the Sr. Proposal Coordinator for Synagro-WWT, Inc. the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the Board of Directors of the said Corporation.



Notary Public or Commissioner of Deeds

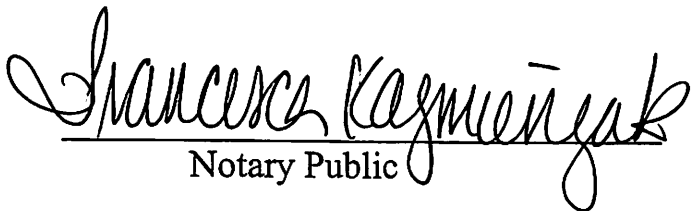
CONSTANCE A. REYNOLDS NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND My Commission Expires 09-06-2027

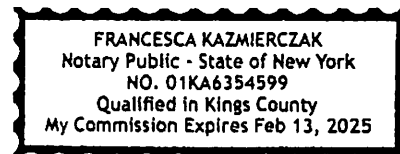
ACKNOWLEDGEMENT OF SURETY

State of New York

County of Kings

On the 18th day of September, 2024, before me personally came to me known, who, being by me duly sworn, did depose and say that Vilma Gonzalez (s)he resides in New York, NY that (s)he is the Attorney-In-Fact of Axis Insurance Company the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the Board of Directors of the said Corporation.


Notary Public



DUAX001651

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Aklima Noorhassan, Beverly A. Woolford, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Sandra Diaz, Valorie Spates, and Vilma Gonzalez.

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: [Signature]

Printed Name: Andrew M. Weissert

Title: Senior Vice President



STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

[Signature]
Notary Public



CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

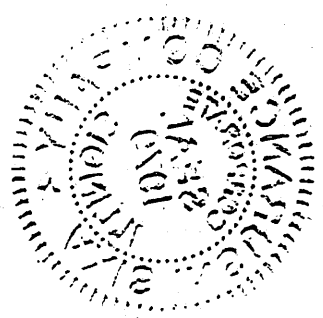
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 18th day of September, 2024.

By: [Signature]

Printed Name: Frances R. Mathis

Title: Assistant Secretary





The Bidder shall list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 7 (c) (2) "Required Listing of Proposed Subcontractors," of the Standard Specifications.

LIST OF SUBCONTRACTORS

<u>Name, Address, License #, DIR #</u>	<u>Description of Work Subcontracted</u>
Jess Ranch Trucking 1886 Northgate Drive Manteca, CA 95336 Cal T# 0206711 DIR# 1000007356	Transportation
Karl Needham Enterprises, Inc. 4901 East Mariposa Road Stockton, CA 95215 CLSB# 1038766 A Eng. DIR# 1000017341	Hauling

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO
CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE
A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Synagro-WWT, Inc., proposed subcontractor Karl Needham Enterprises, Inc., hereby certifies that he has has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he 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.

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 bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract 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. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF WATERFORD

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.