



Bid No. 2012-12

SECTION 00370

BID

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

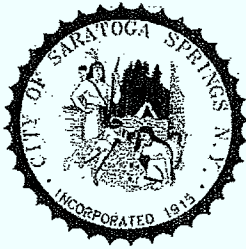
The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

Jersen Construction Group, LLC

6 Industry Drive

Waterford, NY 12188

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.



Bid No. 2012-12

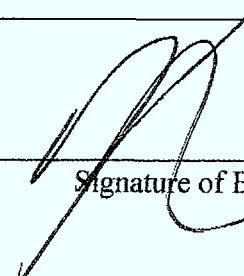
SECTION 00370

BID

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check or a bid bond* for the sum of 10% of Amount of Bid (\$) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 05/29/12, 2012 ** Jersen Construction Group, LLC
A Corporation organized under the laws of the State of NY


Signature of Bidder

Print Name of Signer of Bid Kenneth J Jersen
Address 6 Industry Drive
Waterford, NY 12188

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

Bid No. 2012-12

SECTION 00481

STATEMENT OF SURETY'S INTENT

To: City of Saratoga Springs

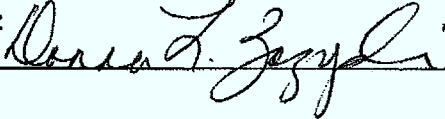
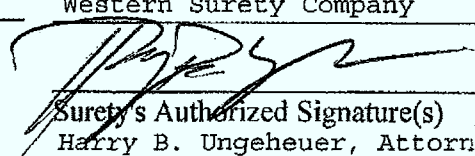
We have reviewed the Bid of Jersen Construction Group, LLC
(Contractor)
of 6 Industry Drive, Waterford, NY 12188
(Address)
for Filter System Improvements Project - IFB #2012-12
Water Treatment Plant - Excelsior Ave. & Marion Ave.
(Project)

Bids for which will be received on May 29, 2012
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:  Western Surety Company

Surety's Authorized Signature(s)
Harry B. Ungeheuer, Attorney-in-Fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Harry B Ungeheuer, Gary Edie, Michael Grasso, John Bieniek, Carol A Baldwin, Barbara Ann Lavenia, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15th day of December, 2006.



WESTERN SURETY COMPANY

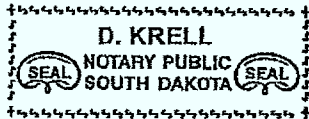
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of December, 2006, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of May, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



ACKNOWLEDGEMENTS

The Undersigned understands that the City reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the Bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the City of Saratoga Springs for this work.

The Undersigned further agrees that if awarded the contract, the undersigned will: (1) Commence work upon receipt of the executed contract, (2) provide bonds as required, (3) commence active construction work at the site as outlined in the Notice to Proceed, (4) substantially complete the work in its entirety, ready for use by the City as outlined in the final completion date indicated herein.

Signed: _____

Title: Chief Operating Officer

Company: Jersen Construction Group, LLC

Address: 6 Industry Drive
Waterford, NY 12188

Date: 05/29/12

Telephone Number: (518) 233-0600

Cellular Number: (518) 708-2395

Facsimile Number: (518) 233-1215

Email Address: aswedick@jersen.com



WAIVER OF IMMUNITY CLAUSE

Upon refusal of a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting Bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

NON – COLLUSIVE BIDDING CERTIFICATION

Section 103-d of General Municipal Law

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

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;

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

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 an BID for the purpose of restricting competition."

Signature: _____

Print Name: Kenneth J Jersen

Title: Chief Operating Officer

Date: 05/29/12

Company: Jersen Construction Group, LLC

Company Address: 6 Industry Drive, Waterford, NY 12188



Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Jersen Construction Group, LLC
2. Business Address: 6 Industry Drive, Waterford, NY 12188
3. When organized: 1983 4. State of Incorporation: NY
4. How many years have you been engaged in the contracting business under your present firm or trade name? 29 Years
5. Contracts on hand; (Schedule these, showing amount of each contract) and the appropriate anticipated dates of completion). *(Please use separate sheet)*
6. General character of work performed by your company: General Construction
7. Have you ever defaulted on a contract? No *(If yes, please state where and why on a separate sheet of paper.)*
8. Have you ever failed to complete any work awarded to you? No *(If yes, please state where and why on a separate sheet of paper.)*
9. Have you ever been in a lawsuit on a contract? No *(If yes, please state where and why on a separate sheet of paper.)*
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. *(Please use separate sheet)*
11. List below three (3) previous projects similar in scope and importance. Include name of project contact and current telephone number:
*****See Attached*****
GSK WWTP, Waterford UV Disinfection, Saratoga County WWTP,
Troy Sludge Dewatering Facility
12. Background and experience of the principals of your organization, including the officers. *(Please use separate sheet)*
13. Credit available: \$ _____
14. Give your bank reference: Capital Bank & Trust-Robert Luther-518-434-1212
15. Will you agree, upon request, fill out a detailed financial statement and furnish any other information that may be required by the local public agency? Yes

16. List name, address and contact person of closest local representative who will provide timely service to the City:
Upon Award of Contract
17. List maximum turn-around time on all defective or malfunctioning parts: (As may be applicable to this project)
Upon award of Contract
18. THE UNDERSIGNED hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Local Public Agency in verification of Bidder's Qualifications.

Dated this day of: May 29, 2012

Signature: [Handwritten Signature]

Printed name: Kenneth J Jersen

Title: Chief Operating Officer

Date: 05/29/12

Company: Jersen Construction Group, LLC

Company Address: 6 Industry Drive, Waterford, NY 12188

Kenneth J Jersen being duly sworn, deposes and says that he/she of Jersen Construction Group, LLC (Name of Corporation)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

STATE OF NEW YORK:

COUNTY OF Saratoga

On the 29 day of May in the year 2012, before me, the undersigned, personally appeared Kenneth J Jersen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: Rosalen M Sanders



PROJECT:..... Saratoga Water Treatment Plant
 OWNER:..... TOWN OF MOREAU
 CONTACT:..... TODD MINEHARDT, P.E.
 CONTACT PHONE:..... (518)782-2100
 ARCHITECT/ENGINEER:..... MALCOM PIRNIE
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 5,365,119.95
 SCOPE OF WORK:..... Construction of a new water treatment plant and transmission facilities. Jersen Construction Group self-performed nearly \$6,000,000 of a \$21,000,000 project. Scope consisted of all concrete for a 4000cy sludge lagoon. A new membrane building for all equipment, Raw water intake facility at the river. A Hi-Lift Pump facility for treated water distribution and the ...

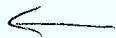
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PROJECT:..... Troy Sludge Dewatering Facilit
 OWNER:..... CITY OF TROY
 CONTACT:..... PAUL CABREL, P.E.
 CONTACT PHONE:..... (518)782-4500
 ARCHITECT/ENGINEER:..... CAMP DERSSE & MCKEE, INC.
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 2,181,496.00
 SCOPE OF WORK:..... GC for installation of new sludge dewatering facility including 1500 sf pre-engineered building, 25' high sludge tank. Extensive site removals in existing sludge lagoons. Installation of new access road, site piping, all mechanical equipment and grinder pump station.

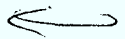


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PROJECT:..... GSK WWTP
 OWNER:..... GlaxoSmithKline
 CONTACT:..... Dan Flood, Jacobs Field Servic
 CONTACT PHONE:..... (518)261-8813
 ARCHITECT/ENGINEER:..... Delaware Engineering, P.C.
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 2,221,516.00
 SCOPE OF WORK:..... General Contractor for earthwork including sanitary and storm
 lines, foundation excavation, grading and roadway construction.
 Concrete foundations including large 3' thick mat slabs, 14' high
 tank walls and a cast-in-place elevated slab.



PROJECT:..... GSK WWTP CONTROL BUILDING
 OWNER:..... Glaxo Smith Klein
 CONTACT:..... Dan Flood, Jacobs Field Servic
 CONTACT PHONE:..... (518)261-8813
 ARCHITECT/ENGINEER:..... Delaware Engineering
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 1,028,758.00
 SCOPE OF WORK:..... All construction of new control system building for new waste
 water treatment plant.



PROJECT:..... Waterford UV Disinfection
 OWNER:..... Town of Waterford
 CONTACT:..... Rich Thyrring
 CONTACT PHONE:..... (518)235-2033
 ARCHITECT/ENGINEER:..... Clough Harbor
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 711,814.00
 SCOPE OF WORK:..... Demo, New Flow Gates & Concrete work in settling tanks,
 New Piping and New Pole Barn, installation of UV disinfection
 system. Insatllation of tipping bucket system.



PROJECT:..... Clifton Park Senior Housing
 OWNER:..... JERSEN CONSTRUCTION GROUP/DCG
 CONTACT:..... JOHN R. JERSEN
 CONTACT PHONE:..... (518)233-0600
 ARCHITECT/ENGINEER:..... ROY SCOTT, AIA
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 19,950,667.00
 SCOPE OF WORK:..... NEW 190 UNIT CONDO COMMUNITY. UNDERGROUND PARKING GARAGE,
 ELEVATORS, POOL, MEETING ROOMS.

PROJECT:..... Hudson Valley Physical Plant
 OWNER:..... Hudson Valley Community Colleg
 CONTACT:..... Stephen Kervin
 CONTACT PHONE:..... (518)272-4481
 ARCHITECT/ENGINEER:..... Architecture +
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 3,275,113.00
 SCOPE OF WORK:..... New 36,000 sf Facility Plant. Extensive earthwork and
 architectural masonry, new access road and utilities. 20' high
 masonry walls. Majority of masonry work was completed under
 winter conditions. Slabs had shake-on colored hardner.
 Specialized architectural features throughout the project.

PROJECT:..... KAPL Bldg T-1
 OWNER:..... KAPL
 CONTACT:..... MIKE PARASH-BELL CONSTRUCTORS
 CONTACT PHONE:..... (585)277-1039
 ARCHITECT/ENGINEER:.....
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 3,176,183.54
 SCOPE OF WORK:..... General Contractor performing all earthwork, concrete, carpentry
 & metal building work for associated project.

PROJECT:..... Rensselaer Co. Jail
 OWNER:..... Rensselaer County
 CONTACT:..... Jeff Doak/BBL X-4277
 CONTACT PHONE:..... (518)452-8200
 ARCHITECT/ENGINEER:..... Kimball Associates
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 11,400,751.64
 SCOPE OF WORK:..... General Contractor for the construction of a major addition to
 the Rensselaer County Jail. Jersen self-performed all Earthwok &
 Concrete with our own in house equipment and labor.

PROJECT:..... RPI EMPAC
 OWNER:..... RENSSELAER POLYTECHNIC INSTITU
 CONTACT:..... Steve Coates, PE (Turner Const
 CONTACT PHONE:..... (518)376-2821
 ARCHITECT/ENGINEER:..... DAVIS BRODY BOND, LLP.
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 17,969,412.00
 SCOPE OF WORK:..... MASSIVE CONCRETE FOUNDATIONS AND SUPERSTRUCTURE PACKAGE FOR THE
 NEW EXPERIMENTAL MEDIA AND PERFORMING ARTS CENTER.

Mutiple national awards for concrete excellence.

PROJECT:..... EAST GREENBUSH WATER TANKS
OWNER:..... Town of East Greenbush
CONTACT:..... Ken Harting
CONTACT PHONE:..... (518)477-7296
ARCHITECT/ENGINEER:.....
PERCENT COMPLETE:..... 100.00%
COST OF CONSTRUCTION:... 1,147,917.20
SCOPE OF WORK:..... Site Work for Water Tanks, including excavation for 2 ~ 5M
gallon water storage tanks, site piping, valve vaults, roadways,
paving and site finishes.

PROJECT:..... FAB Interior works
OWNER:..... Global Foundries
CONTACT:..... Art Palmer
CONTACT PHONE:..... (518)899-0126
ARCHITECT/ENGINEER:..... M&W Group
PERCENT COMPLETE:..... 98.76%
COST OF CONSTRUCTION:... 1,528,870.00
SCOPE OF WORK:..... General Contractor for interior scope of work including masonry
partitions, metal framing, drywall paint, overhead doors, hollow
metal doors, loading dock equipment and specialties.

PROJECT:..... FAB Superstructure
OWNER:..... Global Foundries
CONTACT:..... Art Palmer
CONTACT PHONE:..... (518)899-0126
ARCHITECT/ENGINEER:..... M&W Group
PERCENT COMPLETE:..... 86.99%
COST OF CONSTRUCTION:... 8,227,953.00
SCOPE OF WORK:..... Managed crews in excess of 50 men working multiple shifts to
improve upon a demanding owner driven schedule. Formed, poured
and placed over 12,000 cubic yards of concrete on over 650,000 sf
of slab area in under 6 months. Cast multiple elevated concrete
beams and waffle tables.

PROJECT:..... FAB-2 Expansion-Superstructure
OWNER:..... GlobalFoundries US, Inc
CONTACT:..... Art Palmer
CONTACT PHONE:..... (518)899-0126
ARCHITECT/ENGINEER:..... M&W Group
PERCENT COMPLETE:..... 100.00%
COST OF CONSTRUCTION:... 3,838,251.00
SCOPE OF WORK:..... Formed poured and placed over 4,000 cubic yards of concrete
totaling 250,000 sq feet. Concrete was cast on multiple elevated
beams and waffle tables. All critical milestone associated with
demanding coordination for project were achieved.

PROJECT:..... FAB2 Expansion
OWNER:..... GLOBALFOUNDRIES US, INC
CONTACT:..... Art Palmer
CONTACT PHONE:..... (518)899-0126
ARCHITECT/ENGINEER:..... M&W Group
PERCENT COMPLETE:..... 99.99%
COST OF CONSTRUCTION:... 7,528,242.00
SCOPE OF WORK:..... Placed over 27,000 cubic yards of 3' - 7' base mat slabs and 32'
high shear walls in 4 months which included all underground
electric and storm drain piping. Coordinated with many
subcontractors on a site with nearly no lay down area.

PROJECT:..... Global Foundries Admin Bldg
OWNER:..... Global Foundries
CONTACT:..... Art Palmer
CONTACT PHONE:..... (518)899-0126
ARCHITECT/ENGINEER:..... M&W Group
PERCENT COMPLETE:..... 98.50%
COST OF CONSTRUCTION:... 32,067,544.00
SCOPE OF WORK:..... Three story 220,000 sq ft administration building for the semi
conductor campus located in the Luther Forest Technology Park.
Leed Gold registered. Award winning state of the art design.

PROJECT:..... GLOBAL FOUNDRIES C.U.B.
OWNER:..... Global Foundries, US, Inc.
CONTACT:..... Alan Assadorin
CONTACT PHONE:..... (518)899-0216
ARCHITECT/ENGINEER:..... M&W Zander, US Operations
PERCENT COMPLETE:..... 100.39%
COST OF CONSTRUCTION:... 6,472,581.00
SCOPE OF WORK:..... Large concrete foundations and underground utilities. Earthwork,
placement of approx 3,800 CY of footing, 400 CY of foundation
walls and 4,000 CY of slabs.

PROJECT:..... Global Paving & Lighting
OWNER:..... Global Foundries
CONTACT:..... Art Palmer
CONTACT PHONE:..... (518)899-0126
ARCHITECT/ENGINEER:..... M&W Group
PERCENT COMPLETE:..... 99.89%
COST OF CONSTRUCTION:... 2,693,180.00
SCOPE OF WORK:..... Site finishes including 13,000 ft of concrete curb, 40,000 sq ft
of sidewalk, 78 light pole bases, fixtures with all conduit and
electrical work, guide rail, fencing and 368,000 sq ft of paving.

PROJECT:..... Granville High School
 OWNER:..... Granville Central School Dist
 CONTACT:..... Dan Teplesky
 CONTACT PHONE:..... (518)648-7051
 ARCHITECT/ENGINEER:..... SEI Design Group
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 4,787,054.01
 SCOPE OF WORK:..... A 6 Classroom, two-story addition w/elevator, glazing, finish flooring, masonry, operable partitions, casework & Resinous Terrazzo Flooring. Office renovation including reception desk, masonry infills and new concrete stairs. Sitework, new water service, sanitary & storm sewer, paving parking lots and roadways.

New Technology Wing has Custom fabricated aluminum sunscreen assembly @ full perimeter.

New Entry has Custom Arched Fiberglass Canopy System, Brick Archways and Curved Curtain Wall assembly.

PROJECT:..... HUDSON SCHOOLS
 OWNER:..... Hudson City Schools
 CONTACT:..... Mike Delima/BBL
 CONTACT PHONE:..... (518)452-8200
 ARCHITECT/ENGINEER:..... Rhienbeck Associates
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 9,036,436.00
 SCOPE OF WORK:..... General Contractor for multiple additions to the Hudson City Schools. Project consisted of concrete foundations, Masonry, Interior finishes, Gym Equipment, etc...

Only School in NY State that opened according to strict schedule.

PROJECT:..... MOMENTIVE LAGOON UPGRADE
 OWNER:..... Momentive Performance Material
 CONTACT:..... Ronald Kerr
 CONTACT PHONE:..... (518)542-0417
 ARCHITECT/ENGINEER:..... Camp Dresser & McKee
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 446,354.79
 SCOPE OF WORK:..... Concrete construction of manholes, basins and containment areas at manufacturing facility.

PROJECT:..... Nanofab West Waffleslab
 OWNER:..... Fuller Road Management
 CONTACT:..... Michael Waite
 CONTACT PHONE:..... (518)605-5693
 ARCHITECT/ENGINEER:..... CH2M Hill
 PERCENT COMPLETE:..... 98.98%
 COST OF CONSTRUCTION:... 8,147,597.00
 SCOPE OF WORK:..... Elevated formwork reinforced steel and concrete placement for waffle slab construction. Form, place structural columns. Form, place and finish slabs on grade.
 Form prep and place 3" concrete toppings in precast plank.

PROJECT:..... POESTENKILL WATER
 OWNER:..... TOWN OF POESTENKILL
 CONTACT:..... TOBY CHADWICK
 CONTACT PHONE:..... 269-1541
 ARCHITECT/ENGINEER:.....
 PERCENT COMPLETE:..... 100.15%
 COST OF CONSTRUCTION:... 4,017,144.00
 SCOPE OF WORK:..... Installation of 38,000 ft of new 12" and 8" watermain including
 75 firehydrants, 250 water services to homes and businesses. A
 Booster pump station. Restoration of all roadways and lawns.

PROJECT:..... Saratoga Gaming and Raceway
 OWNER:..... Saratoga Harness Racing
 CONTACT:..... Jeff Rosenburger
 CONTACT PHONE:..... 581-5703
 ARCHITECT/ENGINEER:..... Frost Architecture
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 683,816.00
 SCOPE OF WORK:..... Demolition of existing low roof structure, concrete slab and
 asphalt. Construction of new foodcourt including curtain walls,
 aluminum doors, wood siding and curved metal roof over custom
 steel trusses. Masonry to match existing infield masonry

PROJECT:..... Schenectady Bureau of Service
 OWNER:..... City of Schenectady
 CONTACT:..... Carl Olsen
 CONTACT PHONE:..... (518)365-1423
 ARCHITECT/ENGINEER:..... Peterson Group Architects
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 19,815,328.00
 SCOPE OF WORK:..... General Contractor for 8 New Buildings. New Main Office
 Building. Heated Storage, Salt Shed, Wash Bay & 4 Un-heated
 Storage Buildings. Self perform all sitework, concrete and
 carpentry.

PROJECT:..... Schodack Water System
 OWNER:..... Town Of Schodack
 CONTACT:.....
 CONTACT PHONE:..... (518)463-4400
 ARCHITECT/ENGINEER:..... Fraser and Associates
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 651,475.30
 SCOPE OF WORK:..... Improvements to Water System Districts 1&3, including 3000ft of
 new 12" water main, renovations and upgrades to existing well
 pump house, paving, and restoration.

PROJECT:..... STILLWATER TANK
 OWNER:..... Saratoga Co. Water Authority
 CONTACT:..... Todd Minehardt
 CONTACT PHONE:..... (518)250-7300
 ARCHITECT/ENGINEER:.....
 PERCENT COMPLETE:..... 100.00%
 COST OF CONSTRUCTION:... 1,020,390.79
 SCOPE OF WORK:..... 5M gallon water storage tank. Including; sitework, ringwall
 foundation, site piping, valve vault, pumphouse control building
 and site finishes.



Insurance Guarantee Form

The City of Saratoga Springs requires the complete insurance coverages as set forth on this City of Saratoga Springs Risk & Safety Agreement for the City RFP, RFQ, or IFB process.

Evidence of the Insurance requirements must be presented to the Office of the Commissioner of Accounts upon submission of BID. Final insurance certificate naming City as Additional Insured must be provided upon the award of the BID and before any work can commence on City owned property.

I have read the statement, Insurance requirements, and I understand that upon the receipt of the BID award I will provide to the Office of the Commissioner of Accounts all that is required.

Signature: _____

Printed name: Kenneth J Jersen

Title: Chief Operating Officer

Date: 05/29/12

Company: Jersen Construction Group, LLC

Company Address: 6 Industry Drive, Waterford, NY 12188

PLEASE SHOW BOTH THE INSURANCE COVERAGE GUARANTEE CERTIFICATE AND THE RISK & SAFETY AGREEMENT TO YOUR INSURANCE CARRIER



City of Saratoga Springs: Risk and Safety Agreement

Part One: General Insurance Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits.
2. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. The Office of Risk & Safety Management must approve all insurance certificates.
7. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: Five Million Dollars per Occurrence Aggregate
- Pollution Liability Insurance: Two Million Dollars per Occurrence Aggregate for Chemical and Petroleum Related Claims

Required Workers Compensation Insurance - Minimum coverage types and amounts:

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement."

Part Two: Defense and Indemnification

The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City and Engineer as **Additional Insured** on a primary and non-contributory basis prior to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs and Engineer as an **Additional Insured** on a primary and non-contributory basis for all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part Three: Safety

CONTRACTOR shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement.

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor.

If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

Contractor

By: 

Title: Chief Operating Officer

Date: 05/29/12

Please return executed agreement with required insurance certificate to:

Marilyn L Rivers, CPCU ARM AIC
Director of Risk and Safety
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- **Legal:** Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **The City** expects vendors/suppliers to respect the City's rules and procedures.
- **Wages & Benefits:** Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- **Health & Safety:** Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Working conditions:** Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- **Right to organize:** Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- **Subcontractors:** Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: _____ Printed name: **Kenneth J Jersen**

Title: **Chief Operating Officer** Date: **05/29/12**

Company Name: **Jersen Construction Group, LLC**

Company Address: **6 Industry Drive, Waterford, NY 12188**



BID BOND

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, Jersen Construction Group, LLC as Principal AND Western Surety Company as SURETY are held and firmly bound unto CITY OF SARATOGA SPRINGS hereinafter called CITY OF SARATOGA SPRINGS in the penal sum of (\$ 10%) Ten Percent of Amt. Bid DOLLARS lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying BID, dated May 29, 2012.

FOR Water Treatment Plant Filter Improvements Project

NOW, THEREFORE, if the Principal shall not withdraw said BID within the period specified therein after the opening of the same, or if no period specified, within thirty (30) days. After the said period specified, within ten (10) days after the prescribed forms with the City of Saratoga Springs in accordance with the BID as accepted and give bond with good faithful performance and proper of said BID within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if between the amount specified in said BID and the amount for which the City of Saratoga Springs the difference between the amount specified in said BID and the amount for which the City of Saratoga Springs may procure and the required work or supplies for both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 24th day of May, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

INDIVIDUAL PRINCIPAL (seal)

BUSINESS ADDRESS

PARTNERSHIP _____ (seal)

BUSINESS ADDRESS

ATTEST: [Signature] BY _____
Jersen Construction Group, LLC
CORPORATE PRINCIPAL
6 Industry Dr., Waterford, NY 12188
BUSINESS ADDRESS

BY _____ AFFIX CORPORATE SEAL
Kenneth J. Jersen, CEO

ATTEST: [Signature] Western Surety Company
CORPORATE SURETY
BY [Signature] AFFIX CORPORATE SEAL
Harry E. Ungeheuer, SEAL
Attorney-in-Fact

COUNTERSIGNED BY N/A

ATTORNEY-IN-FACT, STATE OF New York

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Harry B Ungeheuer, Gary Edie, Michael Grasso, John Bieniek, Carol A Baldwin, Barbara Ann Lavenia, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15th day of December, 2006.



WESTERN SURETY COMPANY

Paul T. Bruffat

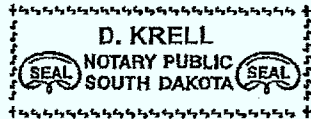
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of December, 2006, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of May, 2012.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF New York }
COUNTY OF Saratoga } ss

On this 24th day of May, 2012, before me personally appeared Kenneth J. Jersen to me known, who, being by me first duly sworn, did depose and say that he/she resides in Rexford, New York; that he/she is the Chief Executive Officer of Jersen Construction Group, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Rosalynn M Sanders
Notary Public

SURETY

STATE OF New York }
COUNTY OF Albany } ss



I, Barbara A. Lavenia Notary Public of Schenectady County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, NY in said County, this 24th day of May, A.D. 2012.

BARBARA A. LAVENIA
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA5060627
Commission Expires 06/30/14

Barbara A Lavenia
Notary Public

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2011

ASSETS

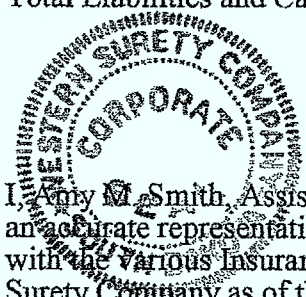
Bonds	\$1,403,423,957
Stocks	22,726,363
Cash and short-term investments	66,852,340
Uncollected premiums and agents' balances	34,207,619
Funds held by or deposited with reinsured companies	13,980,081
Net deferred tax asset	25,802,839
Investment income due and accrued	17,647,175
Other assets	2,489,406
Total Assets	<u>\$1,587,129,780</u>

LIABILITIES AND SURPLUS

Losses	\$296,352,421
Loss adjustment expense	82,551,462
Contingent and other commissions payable	5,246,025
Other expense	28,831,919
Taxes, licenses and fees	1,925,642
Federal and foreign income taxes payable	5,637,067
Unearned premiums	247,814,064
Other liabilities	29,286,547
Total Liabilities	<u>697,645,147</u>

Surplus Account:

Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	176,435,232	
Special Surplus	7,321,616	
Unassigned funds	<u>701,727,785</u>	
Surplus as regards policyholders		<u>\$889,484,633</u>
Total Liabilities and Capital		<u>\$1,587,129,780</u>



I, Amy M. Smith, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2011, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy M. Smith
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2012.

My commission expires:



Kathleen Schroeder
Notary Public

Bid No. 2012-12

SECTION 00570

AGREEMENT

This CONTRACT, in five (5) copies, made and entered into this _____ day of
June _____, 2012, by and between the City of Saratoga Springs,
a municipal corporation, organized and existing under the laws of the State of New York, with its
principal office and place of business located at 474 Broadway, Saratoga Springs NY 12866,
hereinafter designated as "Owner", Party of the First Part,

and Jersen Construction Group, LLC

6 Industry Drive

Waterford, New York 12188

County of Saratoga State of New York

hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to furnish and install complete Contract No. 1A – General Construction - Water Treatment Plant Filter Rehabilitation.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this Contract.

Bid No. 2012-12

SECTION 00570

AGREEMENT

Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Advertisement For Bids, Information for Bidders, Wage Rates, Additional Instructions, Bid Documents, Agreement, Performance Bond, Labor & Materials Payment Bond, Insurance Certificates, General Conditions, General Requirements, Specifications, Contract Drawings, and all interpretations of, or addenda to the CONTRACT DOCUMENTS issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

Addendum 1

Addendum 2

Bid No. 2012-12

SECTION 00570

AGREEMENT

Article 7. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8. The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.

Bid No. 2012-12

SECTION 00570

AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in six (6) copies the day and year first above written.

_____ (OWNER)

By: _____

(Seal)

CONTRACTOR

Jersey Construction Group LLC

[Handwritten Signature]

By: **KENNETH J. JERSEN**

(Seal)

Bid No. 2012-12

SECTION 00570

AGREEMENT

(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of _____)
County of _____) SS:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of the _____ described in and which executed the foregoing instrument; that he knows the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of New York)
County of Saratoga) SS:

On this 6 day of June, 2012, before me personally came and appeared Kenneth J Jersen to me known, who, being by me duly sworn, did depose and say that he resides at Ballston Lake, NY; that he is the Chief Operating Officer of Jersen Construction Group LLC, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Rosaleen M Sanders



Bid No. 2012-12

SECTION 00570

AGREEMENT

(Certification of Owner's Attorney)

I, the undersigned, the duly authorized and acting legal representative of _____
_____ do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

By: _____
Owner's Attorney

(Date)

END OF SECTION

City of Saratoga Springs, NY
Water Treatment Plant Filter Rehabilitation – IFB #2012-12

IFB Opening: May 29, 2012, 2:00 p.m.



Performance Bond

KNOW ALL MEN BY THESE PRESENT:

That Jersen Construction Group, LLC as Principal, hereinafter called Contractor, and Western Surety Company as Surety, hereinafter called Surety are held and firmly bound unto the City of Saratoga Springs as Oblige hereinafter called Owner, in the amount of ~~One Million Three Hundred Ninety~~ Five Thousand Five Hundred Dollars; (\$1,395,500.00), for payment whereof of Principal successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 19, 2012 entered into a Contract with Owner for: Water Treatment Plant Filter Rehabilitation - IFB #2012-12

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project Area, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or Obtain a BID or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 19th day of June, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: *(Power-of-Attorney for person signing for Surety Company must be attached to Bond.)*

Individual Principal (seal): _____
Business _____ Address: _____

_____ Partnership _____ (seal)

Business Address: _____

By: _____

Attest: _____ Corporate Principal: Jersen Construction Group, LLC

Business Address: 6 Industry Drive, Waterford, NY 12188

BY _____ AFFIX CORPORATE SEAL

Kenneth J. Jersen, CEO

Attest: [Signature]

Western Surety Company

Corporate Surety:

By: [Signature] AFFIX CORPORATE SEAL Countersigned By: N/A

Harry E. Ungeheuer, Attorney-in-Fact

ATTORNEY-IN-FACT, STATE OF New York

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Harry B Ungeheuer, Gary Edie, Michael Grasso, John Bieniek, Carol A Baldwin, Barbara Ann Lavenia, Individually

of Latham, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 15th day of December, 2006.



WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of December, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of June, 2012



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss


On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF New York }
COUNTY OF Saratoga } ss

On this 19th day of June, 2012, before me personally appeared Kenneth J. Jersen to me known, who, being by me first duly sworn, did depose and say that he/she resides in Rexford, New York; that he/she is the Chief Executive Officer of Jersen Construction Group, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Rosaleen M Sanders
Notary Public


SURETY

STATE OF New York }
COUNTY OF Albany } ss

I, Barbara A. Lavenia Notary Public of Schenectady County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, NY in said County, this 19th day of June, A.D. 2012.

BARBARA A. LAVENIA
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA5060627
Commission Expires 05/20/14

Barbara A Lavenia
Notary Public