

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Saratoga Springs _____ (“Owner”) and
_____ Jablonski Excavating, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The sanitary sewer replacement is located along the center of Pinewood Avenue, Saratoga Springs, New York. The work includes providing all labor, testing, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and in these specifications, including but not limited to: Replacement of approximately 1400 lf of 6” clay sanitary sewer pipe and sanitary sewer structures and appurtenances with 8 inch SDR35 PVC sanitary sewer pipe and new sanitary sewer structures and appurtenances as shown in the project documents.

1.01

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 2015-37 – PINWOOD AVENUE SEWER IMPROVEMENTS

ARTICLE 3 – ENGINEER

3.01 The City Engineer is the engineer and will act as the Owner's representative.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The work which the Contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. The Contractor shall have thirty calendar days (30) to substantial completion and forty-five (45) calendar days to final completion of the work from the date of Notice to Proceed. This includes lead-time for the equipment.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: \$ 331,872.00

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. **(NOT USED)** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
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The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities in the Bid Proposal. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment at the appropriate phases of completion during performance of the Work. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentages indicated on the approved schedule of values but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. ~~_____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. ~~_____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~
- ~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less _____ percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 **(NOT USED)** All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Labor & Materials bond
 - 4. General Conditions
 - 5. Supplementary Conditions

- 6. Specifications
 - 7. Drawings consisting of 6 sheets with each sheet bearing the following general title:

PINWOOD AVENUE SEWER IMPROVEMENTS
 - 8. Certificate of Insurance
 - 9. Executed Risk & Safety Agreement
 - 10. Addenda
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 9-15-15 (which is the Effective Date of the Agreement).

OWNER:

City of Saratoga Springs

By: _____

Title: _____

City Council Approval: 9-15-15

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Jablonski Excavating, Inc.

By: [Signature]

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Carolyn Chavez

Title: Corporate Secretary

Address for giving notices:
678 County Highway 108
St. Johnsville, NY
13452

License No.: N/A

(Where applicable)

Agent for service of process:

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

IFB #: 2015-37 PINWOOD AVENUE SEWER IMPROVEMENTS

Name of Bidder: Tablonski Excavating, Inc.

Bid Opening: Friday, September 4, 2015 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
City Clerk - Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

As a fair basis of award, the City of Saratoga Springs will award the Contract to the lowest **qualified** responsible bidder determined by the total sum of the base bid, bid alternates and allowance combined. The final cost of the contract work will be based on the actual work performed in the field.

5. BID FORMS

Each Bidder submitting a bid must execute the following forms, provided herein, and include with the IFB response submission. **Failure to submit the executed forms at the time of bid submission will disqualify the bid submission:**

- Acknowledgements
- Waiver Of Immunity And Non-Collusive Bidding Certification
- Vendor/Supplier Code of Conduct
- Risk & Safety Agreement
- Certificates of Insurance

Before executing any Subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval and an affidavit in the form provided herein.

6. CERTIFICATE OF INSURANCE

Contractor must provide Certificates of Insurance, as outlined in the Risk & Safety Agreement, covering the work in the Contract Documents, including all subcontractors, and include them with the IFB response submission. Certificate shall name the City of Saratoga Springs as additional insured in accordance with the requirements of the Risk & Safety Agreement. **Failure to provide the Insurance Certificates at the time of bid submission will disqualify the bid submission.**

7. BID BOND

Each bid must be accompanied by Bid Bond made payable to COMMISSIONER OF FINANCE in

an amount of ten (10) percent of bidder's maximum bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of the General Conditions.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall be required to submit on the form furnished for that purpose (a copy of which is included in the contract documents), a statement of the bidder's qualifications, bidder's experience record in the type of work embraced in the contract and bidder's organization and equipment available for the work contemplated (as applicable); and, when specifically requested by the Commissioner of Accounts, a detailed financial statement.

The Owner shall have the right to take such steps as deemed necessary to determine the ability of the bidder to perform the obligations under the Contract and the bidder shall furnish the Owner all such information and data for this purpose as requested. The right is reserved to reject any IFB where an investigation of the available evidence or information does not satisfy the City Council that the bidder is qualified to carry out properly the terms of the Contract. ***Failure to submit the executed Statement of Bidder's Qualifications at the time of bid submission will disqualify the bid submission.***

9. LUMP SUM PRICES

This Lump Sum Bid shall include all costs for materials, labor overhead and profit; insurance costs and incidental costs incurred by the Contractor to satisfactorily complete the work in accordance with the Standard General Conditions of the Construction Contract, Summary of Work, Technical Specifications and Plans.

10. CORRECTIONS

The bidder must initial erasures or other changes in the Bid.

11. RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The City Clerk's Office, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. **LATE BIDS will be rejected. E-mail or faxed bid submissions are not acceptable and will not be considered.**

12. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause to be opened and publicly read aloud every bid received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The Bid Guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly.

14. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Submittal Instructions. Proposals that do not meet the Owner's requirements as set forth in the IFB will be deemed nonresponsive and given no further consideration.

15. AWARD OF CONTRACT: REJECTION OF BIDS

If the Contract is awarded, it will be awarded to the responsible and responsible bidder submitting the lowest bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made will receive by mail a "Notice of Award" at the earliest possible date.

The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid package are submitted incomplete without the required attachments and/or such rejections or waivers are in its' best interest.

The Owner also reserves the right to consider as not responsible any bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the Contract.

16. EXECUTION OF AGREEMENT

Subsequent to the "Notice of Award" and after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City, an Agreement in the form included in the Contract Documents in such number of copies as the City may require. It is the intent to award the bid and authorize the Mayor to sign the agreement at the same City Council meeting.

17. PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BONDS

a. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within 10 calendar days of award, furnish a Performance Bond in a penal sum of not less than one hundred percent (100%) of the Contract and a Labor and Material Payment Bond in a penal sum of not less than one hundred (100%) of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him/her in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a Guaranty or Surety Company listed in the latest issue of the U. S. Treasury Circular 570 licensed to do business in the State of New York and the penal sum shall be within the maximum specified for such Company in said Circular 570.

b. Notwithstanding the foregoing, all bonds required by law shall be in accordance with the form and substance so required by law.

c. The failure of the successful bidder to execute Agreement and to supply the required bonds within ten (10) days or such extended period as the Owner may grant based upon reasons

determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible bidder or re-advertise for bids. In the event of such default, the bidder shall be obligated to the Owner in the amount of the Bid Bond Guaranty as liquidated damages for such default.

18. WAGES AND SALARIES

- a. Attention of bidders is particularly called to the requirements concerning the payment of **not less than the prevailing wage and salary rates** specified in New York State Labor Law and the conditions of employment with respect to certain categories and classifications of employees. See also the Wage Rates Provision of the Standard General Conditions of the Construction Contract Supplementary Conditions. (See Attachment for wage rate schedule).
- b. One (1) copy of Certified Payrolls is to be submitted with each payment application per NYS Department of Labor Laws. **No payment will be made if the required documentation is not submitted with the invoice attached.**
- c. The rates of pay set forth within the Contract Documents are the minimum to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

All work is to be completed in accordance with the most current prevailing wage rate schedule. Hard copies of the wage rates are provided at the bidder's request. To view the PDF file of your schedule, copy and paste or type the following into your browser

<https://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1215581>

19. APPLICATION FOR PAYMENT

Contractor shall invoice Owner at the appropriate stages for satisfactorily completed work in the form of AIA Documents G702 and G703 Application and Certificate for Payment. A five (5) percent retainage of the bid award amount is held until all work is satisfactorily completed. Final payment application shall be submitted for retainage only. A certified Waiver of Lien and Certified Payrolls shall be submitted with the final payment requisition for the entire work period.

20. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

21. CONTRACT TIME

The work which the Contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. The Contractor shall have thirty calendar days (30) to substantial completion and forty-five (45) calendar days to final completion of the work from the date of Notice to Proceed. This includes lead-time for the equipment. Substantial Completion shall include all work up to and including having the piping completely functioning for its intended purpose, all testing, paving restoration, general cleanup and repairs to disturbed areas of the site. Final completion includes punch list items such as seeding and removal of erosion control.



Submittal Instructions

CONTRACTORS PLEASE NOTE YOUR IFB MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Bid Proposal - 2 sets - 1 original, 1 copy
- Acknowledgements - 1 each
- Waiver of Immunity and Non-Collusive Bidding Certification - 1 each
- Vendor Code of Conduct - 1 each
- Risk & Safety Agreement – 1 each
- Certificates of Insurance (including Worker's Compensation Certificate) as outlined in the Risk & Safety Agreement – 1 each
- Statement of Bidder's Qualification - 1 each
- Bid Deposit Check (10% of Base Bid) - 1 each

FAILURE TO SUBMIT IFB DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE IFB DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

IFB #: 2015-37 - PINWOOD AVENUE SEWER IMPROVEMENTS

Name of Bidder: Jablonski Excavating, Inc.

Bid Opening: Friday, September 4, 2015 at 2:00 p.m.

Step Three: Please return your response to this IFB to the following address:

**City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866**



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 project documents..

Signed: [Signature]

Printed Name: Jablonski Excavating Inc.

Title: President

Company: Jablonski Excavating, Inc.

Address: 678 County Highway 108
St. Johnsville, N.Y. 13152

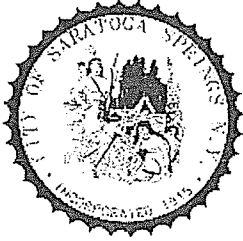
Date: 9/4/2015

Telephone Number: 518 568-5874

Cellular Number: 315 725-8999

Facsimile Number: 518 568-5888

Email Address: Jablonski Excavating@hughes.net



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by 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 fire district, or any public department, agency or official thereof, since the effective date of this law, 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 §139(d) State Finance 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 his knowledge and belief:

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

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

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

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: [Handwritten Signature] Print Name: Stephen Jablonski
Title: President Date: 9/4/2015
Company: Jablonski Excavating Inc. Address: 678 County Highway 108
St. Johnsville N.Y 13452

Subscribed to under penalty of perjury under the laws of the State of New York, this 4th day of Sept., 2015 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. 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.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- 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.
- 1. 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: *Stephen Jablonski* Printed name: Stephen Jablonski
 Title: President Date: 9/4/2015
 Company Name: Jablonski Excavating, Inc.



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services

City Project Number: IFB 2015-37 City Project Name: Pinewood Avenue Sewer Improvement
 City Department: Dept. of Accounts Department Contact Person: City Clerk City Ext. _____
 Company Name: Jablonski Excavating Inc
 Company Address: 678 County Highway 108 St. Johnsville, NY
 Company Telephone No.: 518 568-5874 Company Fax No.: 518 568-5888 1345
 Contractor Primary Contact for This Project: Stephen Jablonski Title: President

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

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. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or 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. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. 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). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. 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). 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: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) 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.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance**: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance**: Three Million Dollars per Occurrence Aggregate
- **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 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. 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 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 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, 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.

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.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature:  Date: 9/4/2015



Bid Bond

See Attached

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, _____ as Principal and _____ as SURETY are held and firmly bound unto Owner hereinafter called CITY OF SARATOGA SPRINGS in the sum of (\$ i.e.; 5%) of the Amount Bid Dollars (\$) _____ 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, _____, 2015.

For IFB #: 2015-37 – PINWOOD AVENUE SEWER IMPROVEMENTS

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 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 effort.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 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

BY _____

ATTEST: _____

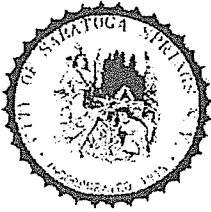
CORPORATE PRINCIPAL

BUSINESS ADDRESS

BY _____ AFFIX CORPORATE SEAL

ATTEST: _____

CORPORATE SURETY
BY _____ AFFIX CORPORATE SEAL
SEAL



Bid Bond

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, Jablonski Excavating Inc as Principal and Hudson Insurance Company as SURETY are held and firmly bound unto Owner hereinafter called CITY OF SARATOGA SPRINGS in the sum of (\$ i.e.; 5%) of the Amount Bid Dollars (\$)10% (Ten percent) of attached bid 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, September 4, 2015.

For IFB #: 2015-37 – PINWOOD AVENUE SEWER IMPROVEMENTS

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 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 effort.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 3rd day of September 2015, 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)

ATTEST: Carolyn Chavez BY [Signature]

BUSINESS ADDRESS

Jablonski Excavating Inc
CORPORATE PRINCIPAL
678 County Highway 108, St Johnsville NY 13452
BUSINESS ADDRESS

BY _____ AFFIX CORPORATE SEAL

ATTEST: Nick Suppa

Steven J Jablonski, President
Hudson Insurance Company
CORPORATE SURETY
BY [Signature] AFFIX CORPORATE SEAL
Daniel P Reynolds, Attorney-in-Fact

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____ , _____ before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____ he duly
acknowledged to me that _____ he executed the same.

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of _____]
County of _____] ss:
On this _____ day of _____ , _____ before me personally appeared

known to me to be a member of the firm of _____
described in and which executed the foregoing instrument, and _____ he thereupon acknowledged to me that _____ he
executed the same as and for the act and deed of said firm.

Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York]
County of Oneida] ss:
On this 3rd day of September , 2015 before me personally appeared
Stephen J Jablonski

to me known, who being by me duly sworn, did depose and say: that he resides at
St Johnsville NY ; that he is President
of the corporation described in and which executed the foregoing instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the
Board of Directors of said corporation; and that he signed his name thereto by like order.

Handwritten signature of Patricia A. Snyder

PATRICIA A. SNYDER
Notary Public in the State of New York
Appointed in Herkimer County
My Commission Expires April 30, 2018

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York]
County of Oneida] ss:
On this 3rd day of September , 2015 before me personally appeared
Daniel P Reynolds

to me known, who being by me duly sworn, did depose and say: that he resides in the City of
Utica NY ; that he is the Attorney-in-Fact
of the above signed surety, the corporation described in and which executed the within instrument; that he knows
the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like
order.

Handwritten signature of Patricia A. Snyder

PATRICIA A. SNYDER
Notary Public in the State of New York
Appointed in Herkimer County
My Commission Expires April 30, 2018

Notary Public



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Dominick T. DeAngelo, Kimberly A. Zenobio and Daniel P. Reynolds

of the State of Pennsylvania

its true and lawful Attorney(s)-in-fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 3rd day of March, 2014 at New York, New York.



Signature of Dina Duskulakis

Attest: Dina Duskulakis, Corporate Secretary

HUDSON INSURANCE COMPANY

Signature of Christopher T. Suarez

By: Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 3rd day of March, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order

(Notarial Seal)



Signature of Ann M. Murphy

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Duskulakis hereby certifies

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made, and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In Witness the hand of the undersigned and the seal of said Company this 3rd day of September, 2015

Signature of Dina Duskulakis
By: Dina Duskulakis, Corporate Secretary

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2014

ASSETS

Bonds	\$	308,167,720
Real estate		0
Cash on hand and on deposit		51,240,971
Reinsurance Receivable		187,362,086
FIT recoverable (including net deferred tax asset)		32,083,896
Aggregate write-ins for other than invested assets		202,569,847
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		18,884,820
Stocks		229,423,734
Other Assets		12,918,549
	\$	1,042,651,623

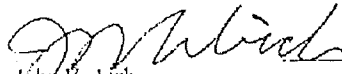
LIABILITIES & SURPLUS

Losses	\$	155,298,341
Loss adjustment expense		14,945,451
Other expenses		25,663,296
Unearned premiums		39,757,304
Ceded reinsurance premiums payable		306,073,213
Payable to parent, subsidiaries and affiliates		9,299,857
Commissions payable, contingent commissions and other similar charges		9,771,855
Other Liabilities		41,667,156
	\$	602,476,473
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		139,194,815
Surplus as regards policyholders	\$	440,175,150
	\$	1,042,651,623


STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

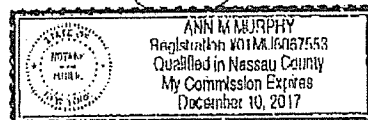
I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2014.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16th day of March, 2015.


John Verbich
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this 16th day of March 2015
My commission expires







STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder. Jablonski Excavating Inc.
2. Permanent main office address. 678 County Highway 108 St. Johnsville, NY
3. Year organized. 2003 13452
4. If a Corporation, where incorporated. New York
5. How many years have you been engaged in the contracting business under your present firm or trade name? 12
6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

PROJECT NAME / AMOUNT	CONTACT NAME	PHONE	EMAIL
	<u>See Attached</u>		

7. General character of work performed by your company.
Excavation / heavy Highway
8. Have you ever defaulted on a contract? If so, where and why?
NO
9. Have you ever failed to complete any work awarded to you? NO



Vendor Information

Business Name	Jablonski Excavating, Inc
Vendor ID	20172921
Primary Owner's Name	Mr. Stephen Jablonski
Ethnic Group	Hispanic
Gender	Male

Certification Information

Certifying Agency	New York State
Certification Type	MBE - Minority Business Enterprise
Effective Date	6/25/2013
Renewal/Anniversary Date	6/10/2016

Contact Information

Main Company Email	Jablonskiexcavating@hughes.net
Main Phone	518-568-5874
Main Fax	518-568-5888
Internet Web Page	http://www.JablonskiExcavating.com

Addresses

Physical Address	678 County Highway 108 Saint Johnsville, NY 13452
Mailing Address	678 County Highway 108 Saint Johnsville, NY 13452

Business Capabilities

Business certified for	CULVERT CONSTRUCTION; EXCAVATION CONTRACTORS; GRADING; SITE WORK	
Full Description of Capabilities/Products	Jablonski Excavating, Inc. is primarily a General Contractor Excavation Company that specializes in Water and Sewer Construction, Excavation, Culvert Construction and Repair, Highway and Site, Slope and Dam Repair Projects.	
Commodity Codes	ESD C-0071	CULVERT CONSTRUCTION
	ESD C-0252	EXCAVATION CONTRACTORS
	ESD C-0307	GRADING
	ESD C-0603	SITE WORK
	NAICS 238910	Excavation contractors (More)

Location and Work Districts/Regions

County	Fulton (NY)
Statewide Work Area	Yes
Work Districts/Regions	

Additional Information

Industry	Construction
Business Size	\$1,000,000 - \$4,999,999
General Location	Upstate New York
Location	Mohawk Valley



Jablonski Excavating, Inc.

678 County Highway 108
St. Johnsville, New York 13452
www.JablonskiExcavating.com

Offices: (518) 568-5874
Fax: (518) 568-5888
Cell: (315) 868-9341

Certified Copy Of Resolution Of Board Of Directors Of
Jablonski Excavating Inc. "Resolved that
Stephen Jablonski, President of Jablonski
Excavating, Inc. is authorized to sign and submit the Bid and
to sign the Contract Agreement of this Corporation for the
following project:

Pinewood Avenue Sewer Imp

And to include in such bid the certificate as to non-collusion,
and for any inaccuracies or misstatements in such certificate
this Corporation Bidder shall be liable under the penalties of
perjury.

The foregoing is a true and correct copy of the resolution
adopted by Jablonski Excavating, Inc. at a meeting of its Board
of Directors held on the 4 day of September,
2015.

(Seal)

By: _____

Title: President



Jablonski Excavating Inc.

678 County 108
St. Johnsville, New York 13452
Cell: (315) 868-9341
Email: Jablonskiexcavating@hughes.net

Office: (518) 568-5874
Fax: (518) 568-5888
Website: Jablonskiexcavating.com

MANAGEMENT TEAM INFORMATION

KEY EMPLOYEES:

NAME	TITLE	DOB	% STOCK
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STEPHEN J. JABLONSKI	PRESIDENT	6/29/69	100%
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Steve was born and raised on his family's dairy farm. He formed a very strong work ethic at a very young age and developed himself an expert in diesel machinery, animal husbandry, agriculture planting and harvesting. This is also where Steve became accustomed to directing and managing people at a very early age where he then eventually became a full partner with his father. Steve graduated from Fulton County Community College. In 1989 Steve branched out to increase his income and experience by working in the Gas Line Industry. He quickly was recognized for his leadership and project efficiency and became a foreman for La Barge Bros. Pipeline. Successful in his pursuits, he moved on to Suburban Pipeline where he continued to work as a foreman recognized for adhering to OSHA safety precautions and interpreting project plans and coming up with effective solutions when there were unforeseen issues to overcome. Steve then began his dream of starting his own successful Excavation Company which he did in 2003 after building a strong foundation in the Excavation field. He believes in providing excellent quality and timely work and primarily bids on Municipal Projects. He serves as the Company President overseeing all employees and departments and serves as the Superintendent to all of the projects. Steve operates all types of Construction Equipment including bull dozers, track hoes, boring equipment, dump trucks, tri-axels, loaders and he holds a CDL License, SWPP and is certified in Construction Estimating and Diesel Mechanics.

WENDY A. JABLONSKI	VICE PRESIDENT	8/26/70	0
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Wendy is an Upstate native who graduated from Herkimer County Community College. She has 2 Children and is the Vice President of Jablonski Excavating, Inc. She is an integral part of the business and singlehandedly managed the office until 2011 when her Sister n Law joined the Company. She is the Financier and manages all of the Payroll and Accounting for the company.

CAROLYN M. CHAVEZ	CONTRACTS MGR/ CORP SECRETARY OSHA/ EEO OFFICER	4/1/67	0
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Carolyn Jablonski, Chavez is the sister of Steve Jablonski and was raised with the same Dairy Farm background as Steve. She has earned a Bachelor's Degree from SUNY Institute of Technology in Business Public Management with a Concentration in Marketing. She has over 5 years in the Market Research Industry and another 8 years in the Insurance Industry where she was a Commercial Underwriter. Carolyn dove into the Excavation business with both feet and is the person in charge of Insurance, Contracts, Safety and EEO Officers and project management. She also serves as the Corporate Secretary and has her own successful energy business.

STEVE DELMEDICO	CHIEF ESTIMATOR, NOTORY	1/25/70	0
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Steve Del Medico is new to the company and came to us from one of our Precast Suppliers, Ft. Miller Group. He has an Associates of Applied Science Degree in Civil Engineering Technology from Mohawk Valley Community College and holds a Bachelors Degree in Construction Management from Utica College/ Syracuse University. Steve brings a wealth of knowledge to the table and has the Chief Estimating position which enables him to work successfully with our suppliers, engineers and our crews to create a bridge with excellent communication and project interpretation skills. Steve enables us to be cost effective and provides project management on our jobs.

THOMAS KLOCK	CREW FOREMAN A	10/3/79	0
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Tom grew up on a dairy farm close to the Jablonski Farm and worked from a very young age. His strong work ethic and childhood experience mirrors Steve's as he is an expert in diesel machinery, animal husbandry, agriculture planting and harvesting. Tom's Construction experience stems from the Water and Sewer Excavation industry, Gas line installation fusion and with over 12 years working for various construction companies in different capacities from Equipment Operator to Foreman. He joined Jablonski Excavating Inc. and has been with us since 2007. He is highly safety conscious and is responsible for completing project diaries and safety reports. Tom is recognized for his leadership and project management skills where he works well with our project inspectors. Tom is also part of the estimating team and plays a significant part in estimating labor and timing of a project. Tom operates all types of Construction Equipment including bull dozers, trachoes, boring equipment, dump trucks, tri-axels, loaders and he holds a CDL License, SWPP and is OSHA certified.

TYPE OF CONSTRUCTION: MUNICIPAL WATER AND SEWER CONSTRUCTION, EXCAVATION, CULVERT CONSTRUCTION, HIGHWAY AND UTILITY PROJECTS, BRIDGES, SITE WORK

All employees have all of 10 years + of Pipeline Construction and are experts with the use of multiple types of heavy equipment. All employees are OSHA - 10 hour certified and Traffic Safety Certified with various CDL Licenses.

TERRITORY OF OPERATION: CENTRAL NY (Albany, Greene, Delaware, Otsego, Schoharie, Schenectady, Rensselaer, Saratoga, Fulton, Montgomery, Warren, Hamilton, Herkimer, Oneida, Madison, Onondaga Oswego, Cortland) Counties.



Jablonski Excavating, Inc.

678 County Highway 108
St. Johnsville, New York 13452
Email: JablonskiExcavating@hughes.net

Office: (518) 568-5874
Fax: (518) 568-5888
Cell: (315) 868-9341

Surety Information

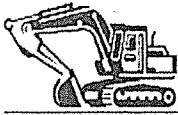
Bonding Broker: World Wide Bonding Agency
2846 William Street
Cheektowaga, NY 14227
LOCAL: (716) 681-7685
TOLL FREE: (888) 681-7685
FAX: (716) 681-7683
Account Executive: Wendy Montante
E-MAIL: wendy@wwbagency.com
COMPANY WEBSITE: www.wwbagency.com

Bond Paper: Written on: Endurance American Insurance Co.
750 Third Avenue, 2nd Floor, New York, NY 10017

Insurance Broker: De Angelo & Associates
2 Campion Road
New Hartford, NY 13413
Account Executive: Daniel P. Reynolds
Phone: (315) 768-7900

Bank Information

Bank and Address: M & T Bank
Kip La Que, Vice President
501 E. Main Street
Little Falls, New York 13365
Phone: (315) 823-6202 Fax: 1 (315) 823-6260



Jablonski Excavating

678 County 108
St. Johnsville, New York 13452
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Fax: (518) 568-5888

STATEMENT OF CONTRACTOR'S EQUIPMENT

SK 115 KOBELCO TRACKHOE W/HOE PACK
SK 290 KOBELCO TRACKHOE
2006 CX80 CASE EXCAVATOR /COMPACTOR (HOE PACK)
Z-70 KAWASAKI SIDE DUMP LOADER
Z-70 FORK ATTACHMENT/BUCKET ATTACHMENT
1990 KENWORTH TRI-AXLE DUMP
1997 PETERBUILT TRACTOR (REBUILT 2013)
1999 KENWORTH TRACTOR (REBUILT 2013)
2004 FONTAIN 50 TON TRAILER
1987 BORCO DUMP TRAILER
1984 FREUH DUMP TRAILER
1998 TOW 8 TON MASTER TRAILER
416C CAT BACKHOE
2002 JOHN DEER DOZER 650
1995 FORD DUMP TRUCK SINGLE AXLE
1993 ROGERS LOWBOY TRAILER
1992 TRAILING TAG ALONG TRAILER
2001 CUSTOM 20 TON TILT DECK TRAILER
1987 MOXY END DUMP TRUCK
2000 MOXY END DUMP TRUCK
2005 F350 FORD PICK-UP CREW CAB
2006 F350 FORD PICK-UP CREW CAB
2006 R25 DODGE PICK-UP CREW CAB
2001/1999 F450 FORD PICK-UPS (2)
2003 CHEVY C2500 PICK-UP
FINLAY 8X16 SCREEN PLANT
C450 GOMACO PAVER/BRIDGE DECK
CASE W1102 PD 84" DIRT ROLLER
MOBILE OFFICE TRAILERS (2)
1996 WELLS UTILITY TOOL TRAILER (2)
SHORING BOXES EQUIPMENT (8X8),(10X16),(5X24),(MH Box)
ROAD PLATES (7)
MULCH UNIT (Round Baler)
SKID STEERS T-300 (2) / BOBCAT ANGLE BROOM
WEBBER DEISEL DITCH TAMPER
INGERSOL RAND 180 CFM AIR COMPRESSOR
MILLER BOBCAT WELDER/GENERATOR
GENERATORS (3)
LUND ALUMINUM BOAT 21'
TC34 NEW HOLLAND COMPACT TRACTOR
2004 HONDA RANCHER ATV - 2010 CAN AM800 MAXT
2010 CAM AM800 RENAGADE - UTV POLARIS



Jablonski Excavating Inc.

678 County 108
St. Johnsville, New York 13452
Cell: (315) 868-9341

Office: (518) 568-5874
Fax: (518) 568-5888
Email: Jablonskiexcavating@hughes.net

CREDIT REFERENCES

H D Supply
14 Arch Street
Watervilet, New York 12189
(518) 273-6300
Contact: Patrick or Mike

Robert H. Finke & Sons, Inc.
P.O. Box 127 Route 9-W
Selkirk, N.Y. 12158
(518) 767-9331

Pompa Bros., Inc.
P.O. Box 561
Ballston Spa, NY 12020
(518) 587-3043

EJ Prescott
198 Ushers Road
Round Lake, New York 12151
(518) 877-6737
Contact: Randy

Lehikh Hanson
15620 Collections Ctr. Dr.
Chicago, IL 60693
(888) 242-5960

JC Smith, Inc.
345 Peat Street
Syracuse, NY 13210
(800) 272-3535

Burkdorf Lumber
35 Hough Street
St. Johnsville, New York 13452
(518) 568-7016

Simek Sand and Gravel
P.O. Box 43
Johnstown, New York 12095
(518) 762-8782
Contact: Jim

The Fort Miller Company
PO Box 98
Schuylerville, NY 12871
(518) 695-5000

Pallette Stone
373 Washington Ave.
Saratoga Springs, NY 12866
(518) 584-2421

Napa
Manheim Auto Parts
79 North Main Street
Dolgeville, NY 13329
(315) 429-8533

Abele Tractor & Equip. Company
72 Everett Road
Albany, NY 12205
(518) 438-5751

Cushing Stone Company
725 State Highway 5S
Amsterdam, New York 12010
(518) 887-2521

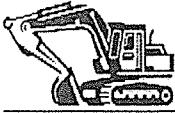
George Lumber
40 McKinley Ave.
Dolgeville, New York 13329
(315) 429-9962
Contact: Mike

L.H.V. Precast Inc.
540 Ulster Landing Rd.
Kingston, New York 12401
(845) 336-8880
Contact: Bob Willis

Atlantic Testing Ltd.
301 St. Anthony Street
Utica, New York 13501
(315) 735-3309
Contact: William Bell

Contech Construction Products
16431 Collections Center Drive
Chicago, IL 60693
Contact: Accounts Receivable Mgr.

Barrett Paving Materials Inc.
4530 Wetzels Road
Liverpool, NY 13090
Contact: Mike Labuz



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Fax: (518) 568-5888
Website: Jablonskiexcavating.com

COMPANY INFORMATION

TAX ID # : 16-1782379

CERTIFIED NYS MBE

Entity Type: "S" CORP

DATE BUSINESS STARTED: JULY 2003

DATE INCORPORATED: DECEMBER 19, 2006

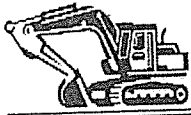
FORMER BUSINESS NAME PRIOR TO INCORPORATION. : STEVE JABLONSKI DBA JABLONSKI EXCAVATING

KEY EMPLOYEES:

<u>NAME</u>	<u>TITLE</u>	<u>DOB</u>	<u>% STOCK</u>	<u>EXPERIENCE</u>
STEPHEN J. JABLONSKI	PRESIDENT	6/29/69	100%	Upon Request
WENDY A. JABLONSKI	VICE PRESIDENT	8/26/70	0	Upon Request
CAROLYN M. CHAVEZ	CONTRACTS MGR/ CORPORATE SECRETARY OSHA/ EEO OFFICER	4/1/67	0	Upon Request
STEVE DELMEDICO	CHIEF ESTIMATOR, NOTORY	1/25/70	0	Upon Request
THOMAS KLOCK	CREW FOREMAN A ESTIMATING	10/3/79	0	Upon Request

TYPE OF CONSTRUCTION: MUNICIPAL WATER AND SEWER CONSTRUCTION, EXCAVATION, CULVERT CONSTRUCTION, HIGHWAY AND UTILITY PROJECTS, BRIDGES, SITE WORK

TERRITORY OF OPERATION: CENTRAL NY (Albany, Greene, Delaware, Otsego, Schoharie, Schenectady, Rensselaer, Saratoga, Fulton, Montgomery, Warren, Hamilton, Herkimer, Oneida, Madison, Onondaga Oswego, Cortland) Counties



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MAJOR PROJECTS COMPLETED BY JABLONSKI EXCAVATING INC.

2014 – Gerhing Tricot
Loading Dock Rehabilitation Project
Project # J-132
Engineer: CT Male Associates
Contact: Nick Lobosco (518) 786-7400
Contract Amount: \$159,900.00
Percent Complete: 100%
Completion Date: 2014
Percent Completed on own Forces: 50%

2014 – Fulton County
Tryon Technology Park and Incubator Center Project
Project # J-131
Engineer: CT Male Associates
Contact: Chad Kortz (518) 848-3533
Contract Amount: \$1,119,249.00
Percent Complete: 95%
Completion Date: 2015
Percent Completed on own Forces: 95%

2014 – City of Johnstown
Cork Center WTP Filter Media Replacement Project
Project # J-130
Engineer: CT Male Associates
Contact: Chad Kortz (518) 848-3533
Contract Amount: \$139,000.00
Percent Complete: 100%
Completion Date: 2014
Percent Completed on own Forces: 100%

2014 – Gloversville/Johnstown
Trunk Sewer Rehabilitation Project Phase II
Project # J-129
Engineer: CT Male Associates
Contact: Chad Kortz (518) 848-3533
Contract Amount: \$213,777.00
Percent Complete: 100%
Completion Date: 2014
Percent Completed on own Forces: 100%

2013 – Village of Herkimer
Marginal Road Project
Project # J-128
Engineer: Ward & Associates, PC
Contact: Anthony Carliso PC (315) 823-4384
Contract Amount: \$109,950.00
Percent Complete: 100%
Completion Date: 2013
Percent Completed on own Forces: 100%

2013 – Village of Herkimer
Bellinger Creek Project
Project # J-127
Engineer: Ward & Associates, PC
Contact: Anthony Carlisto (315) 823-4384
Contract Amount: \$125,769.00
Percent Complete: 100%
Completion Date: 2013
Percent Completed on own Forces: 100%

2013 – Village of Dolgeville
Mechanical Project
Project # J-125
Engineer: CT Male Associates
Contact: Chet Szymanski PC (518) 848-3533
Contract Amount: \$232,000.00
Percent Complete: 100%
Completion Date: 2013
Percent Completed on own Forces: 100%

2013 – Village of Clifton Park
Ballston Lake Project
Project # J-124
Engineer: John M. McDonald Engineering PC
Contact: Jeff Trzeciak, PC (518) 382-1774/ (518) 382-1776
Contract Amount: \$436,985.05
Percent Complete: 100%
Completion Date: 2013
Percent Completed on own Forces: 100%

2013 – Village of Chittenango
Trunk Sewer Project
Project # J-123
Engineer: C&S Companies
Contact: Marcus Malley (315) 455-2000 / (315) 455-9667
Contract Amount: \$543,769.00
Percent Complete: 100%
Completion Date: 2013
Percent Completed on own Forces: 100%

2013 – Town of Webb
Thendara Dam Rehabilitation Project
Project # J-122
Engineer: CHA
Contact: Jennifer Everleth, PE (518) 453-4500
Town Supervisor: Ted Riehle
Contract Amount: \$329,268.00
Percent Complete: 100%
Completion Date: 2013
Percent Completed on own Forces: 100%

2012 – Otsego County

CR 50 Roseboom Bridge Replacement Project

Project # J-113

Engineer: Shumaker Engineering

Contact: Dave West PC (607) 798-8181 / (607) 798-8186

Contract Amount: \$447,876.00

Percent Complete: 100%

Completion Date: 2012

Percent Completed on own Forces: 95%

2012 – Village Of Ft. Plain

Water System Improvement Project

Project # J-111

Engineer: McDonald Engineering PC

Contact: Pete Holland PC (518) 382-1774 / (518) 382-1776

Contract Amount: \$217,000.00

Percent Complete: 100%

Completion Date: 12/30/12

Percent Completed on own Forces: 30%

2012 – City Of Syracuse

Valley Drive Replacement Project

Project # J-116

Engineer: City Of Syracuse Dept. of Engineering

Contact: John Kivlehan PC (315) 448-8205

Contract Amount: \$800,656.00

Percent Complete: 100%

Completion Date: 2012

Percent Completed on own Forces: 95%

2012 – Town Of Trenton

Hinckley Sewer Improvement Project

Project # J-118

Engineer: Bernier & Carr Engineers PC

Contact: Jared Thisse P/F (315) 782-8130 / (315) 782-7192

Contract Amount: \$548,753.82

Percent Complete: 100%

Completion Date: Spring 2013

Percent Completed on own Forces: 85%

2012 – Town Of Herkimer

Osbourne Hill Road Project

Project # J-121

Engineer: Delta Engineers

Contact: Aaron Faulkenmeyer P/F (315) 953-4200 / (315) 953-4202

Contract Amount: \$306,091.00

Percent Complete: 100%

Completion Date: 06/9/12

Percent Completed on own Forces: 100%

2012 – Town Of Herkimer
Highland Beardslee Project
Project # J-120
Engineer: Ward & Associates Survey & Engineers
Contact: Tony Carlisto (315) 823-4384
Contract Amount: \$223,779.00
Percent Complete: 100%
Completion Date: Spring 2013
Percent Completed on own Forces: 95%

2012 – Village Of Cooperstown
Trunk Sewer Replacement Project
Project # 11-01
Engineer: Lamont Engineers
Contact: Jim Gillespie P/F (518) 234-4028/ (518) 234-4613
Contract Amount: \$151,369.00
Percent Complete: 100%
Completion Date: 06/9/12
Percent Completed on own Forces: 100%

2011 – Town Of Oneonta
Pony Farm Road Bridge Reconstruction Project over Canadian Pacific Railroad
Project # 2227870
Engineer: Spectra Environmental Group, Inc.
Contact: Jason Sableski, P.E. P/F-(518) 782-0882/ (518) 782-0973
Contract Amount: \$1,035,092.00
Percent Complete: 100%
Completion Date: 11/9/11
Percent Completed on own Forces: 85%
Note: Original Bridge was demolished and re-placed with Precast Contech Bridge and Strong Stone wing walls. Steel Sheet Piling was installed to stabilize the foundation of the Canadian Pacific Railroad and it's track that travels below the bridge.

2011 – Village Of Ilion Reservoir No. 2 Dam
Major Dam Reparation – Dam No. 2
Engineer: McDonald Engineering PC
Contact: Tom Bates, PE P/F (518) 382-1774/ (518) 452-1335
Contract Amount: \$1,876,968.00
Percent Complete: 100%
Completion Date: 10/31/11
Percent Completed on own Forces: 90%
Note: Reconstruction of an earthen berm dam required extensive excavation and tree removal on steep eroding bank areas, muck removal, then installation of clay, select fill products, limestone//heavy and medium stone fill.

2011 – Oneida County Department Of Purchasing
Star Hill Road Culvert Project
Project # H1135806
Engineer: Delta Engineering & Land Surveyors PC
Contact: Aaron Falkenmeyer, P.E. P/F (315) 953-4200 / (315) 953-4202
Contract Amount: \$258,984.00
Percent Complete: 100%
Completion Date: 11/19/10
Percent Completed on own Forces: 90%

2011- City Of Oneonta

Myrtle Avenue Water Line and Sewer Reconstruction

Project # 19-G-2011

Engineer: City Of Oneonta Engineering Department

Contact: Greg Mattice, P.E. P/F (607) 432-6450/ (607) 432-3055

Contract Amount: \$535,175.00

Percent Complete: 100%

Completion Date: Estimated 6/15/12

Percent Completed on own Forces: 95%

2010 – Town Of Waterford

Sidney Avenue Water Line Upgrades

Project # 10-767

Engineer: Delaware Engineering, PC

Contact: P/F (315) / (315) 953-4202

Contract Amount: \$73,341.00

Percent Complete: 100%

Completion Date: 11/19/10

Percent Completed on own Forces: 96%

2010 – Village of Mohawk

Contract No. 1 – Culvert Replacement

Columbia Street (NYS Route 28) Over Minnow Brook

Engineer: Barton & Loguidice, P.C., Syracuse, NY

Contact: Bryan Tremblay, P.E. P/F (315) 457-5200/ (315) 451-0052

Contract Amount: \$352,073.85

Contract Completed: September 22, 2010

Percent Completed on own Forces: 95%

2010 – 2011 Saratoga County Airport

Off and On Airport Obstruction Removal Project – Phase 2

Project# - 10-PWAOR-4

Engineer: Jacobs Engineering LLC

Contact: John Gorham P/F (603) 666-7181/ (603) 666-7185

Contract Amount: \$661,628.50

Percent Complete: 100%

Completion Date: April 22, 2011 Percent Completed on own Forces: 65%

2009 – 2010 -Town of LaFayette, LaFayette, New York

High School Phase 3 S.E.D Project # 42-07-08-04-0-006-009

LaFayette Central School District- Excel Project – Phase 3

Engineer: Ashley McGraw Architects, P.C., Syracuse, NY

P/F (315) 425-1811 / (315) 425-1811

Construction Manager: Turner Construction Co. (315) 701-3052

Contact: Sean Griffin

Contract Amount: \$311,409.00

Percent Complete: 100% Completed Date: May 7, 2010

Percent Completed on own Forces: 100%

2009 – 2010 - Town of Clifton Park

Project# 04-9101y1

Rivercrest Drive Sewer Extension No. 1 Part A

Contract No. 1 – Niskayuna Central School District

Glenncliff Elementary Sanitary Sewer Line Construction Part B

Engineer: John M. McDonald Engineering P.C. , Schenectady, NY

Contact: Jeff Treziak P/F (518) 382-1774 / (518) 382-1776

Contract Amount: \$740,531.00

Percent Complete: 100%

Completed Date: July 29, 2010

Percent Completed on own Forces: 90%

2009 – 2010 Village of Scotia

Project # 28-0701

Riverfront Stabilization Project

Engineer: John M. McDonald Engineering, P.C., Scotia, NY

Contact: Jeff Treziak P/F (518) 382-1774/ (518) 382-1776

Contract Amount: \$783,340.00

Percent Complete: 100%

Completed Date: May 17, 2010

Percent Completed on own Forces: 99%

Note: This project consisted of excavating and installation of Geo-Synthetic Fabric below medium stone fill along the Mohawk River edge during winter conditions to stabilize and prevent further erosion of the bank. The reconstruction included the placement of Cellular ArmorFlex Concrete Block Mats constructed with geo-grid mesh.

2008-2009 City of Saratoga Springs New York

Project # 2008-09

Nelson Avenue Drainage Upgrade Phase 2

Stantel Consulting LTD., Albany, NY (518) 452-4358

Engineer: Paul Male PE City of Saratoga P/F (518) 587-3550/ (518) 587-3282

Contract Amount: \$1,115,116.41

Percent Complete: 100%

Completed Date: July 17, 2009

Percent Completed on own Forces: 95%

2008-2009 City of Saratoga Springs New York

Project # 2008-46

Maple Avenue Drainage Project

Engineer: Stantel Consulting LTD., Albany, NY (518) 452-4358

Paul Male PE City of Saratoga P/F (518) 587 3550/ (518) 587-3282

Contract Amount: \$130,099.00

Percent Complete: 100%

Completed: April 24, 2009

Percent Completed on own Forces: 95%

2008 – State of NY DOT Contract No. D260657

Herkimer County Slope Stabilization using STA-POD units along Route 80 in the Town of Stark

DOT Region 2 Office, Utica, NY P/F (315) 793-2475/ (315)793-2230

Contact Scott Luscomb PE

Contract Amount: \$268,000.00

Job Completed: 8-01-08

Percent Completed on own Forces: 95%

2007- Village of Fort Johnson

Albany Street Slope Washout Repairs
John McDonald Engineering, PC, Schenectady, NY
Contact: Jeff Treziack P.E. (518) 382-1774
Contract Amount: \$281,200.00
Job Completed: December 15, 2007
Percent Completed on own Forces: 98%

2007 – Town of Galaway

Galaway Recreational Fields Phase 2 Contract # 3
Environmental Designs Partnership 900 Route 146, Clifton Park, New York 12065
Contact: Paul Oland, P.E. (518) 371-7621
Contract Amount: \$62,000.00
Job Completed: December 2007
Percent Completed on own Forces: 100%

2007- Comalli Group Inc.

Albany Airport Electrical Pipeline Conduits
Subcontracted under Comalli Group, Inc.
Contract Amount: \$40,785.00
Job Completed: August 2007
Percent Completed on own Forces: 100%

2007 – Village of Voorheesville

Voorheesville/Guilderland Emergency Water Interconnect Project
Lamont Engineers P.O. Box 610, Cobleskill, New York 12045
Contact: Franswa Veder P.E. (518) 234-4028
Contract Amount: \$71,348.00
Job Completed: October 2007
Percent Completed on own Forces: 100%

2007 – Town of Amsterdam

Francisco Road Sewer Extension
Delaware Engineering, 28 Madison Ave. Ext., Albany, NY 12203
Contact: Jake Fogerty, P.E. (518) 452-1290
Contract Amount: \$84,600.00
Job Completed: January 2007
Percent Completed on own Forces: 80%

2006- Town of Clifton Park

Rexford Water District No. 2 Ext. No. 1
Grooms Road Water Main Extension
John McDonald Engineering, PC. 7 South Church Street,
Schenectady, NY 12305
Contact: Jeff Treziack P.E. (518) 382-1774
Contract Amount: \$88,995.00
Job Completed: May 2007
Percent Completed on own Forces: 100%

2006- County of Fulton

Fulton County Water District No. 1 Water System
Infrastructure Improvement
Engineer: Fraser and Associates
Contact: Dave Boyer PE (518) 463-4000
Contract Amount: \$1,478,000.00
Job Completed: February 12, 2007
Percent Completed on own Forces: 95%

2005- Town of Clifton Park

Miller Road South Water District No. 1
John McDonald Engineering, PC 7 South Church
Street, Schenectady, NY 12305
Contract: Jeff Treziack PE (518) 382-1774
Contract Amount: \$178,000.00
Job Completed: October 2005
Percent Completed on own Forces: 95%

10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

11. List your major equipment available for this contract.

12. List all subcontractors you plan to use for this contract.

Attached

See

13. Background and experience of the principal members of your organization, including the officers.

14. Credit available: \$ _____.

15. Give bank reference: _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the local public agency? _____

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: Sept. 4 2015

Signature: *[Signature]*

Printed name: Stephen Jablonski

Title: President

Company: Jablonski Excavating Inc.

Company Address: 678 County Highway 108
St. Johnsville, NY 13452



BID PROPOSAL

DATE OF BID OPENING: Friday, September 4, 2015 at 2 pm

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

IFB #: 2015-37 – PINEWOOD AVENUE SEWER IMPROVEMENTS

IFB Opening: Friday, September 4, 2015 at 2:00 p.m.

**AND RETURN TO:
City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs, NY 12866**

BID PROPOSAL SUBMITTED BY

Bidder: Jablonski Excavating Inc.
(Contractor)

DEAR COMMISSIONER:

The undersigned has inspected the proposed work site, reviewed the instructions to bidders and specifications and hereby agrees to provide all labor, delivery, removals, accessories, materials, machinery, tools, testing equipment, inspection and other means of construction necessary to complete work as outlined in these project documents.

The work which the Contractor is required to perform under this contract shall commence at the time stipulated by the City in the Notice to Proceed to Contractor. The Contractor shall have thirty calendar days (30) to substantial completion and forty-five (45) calendar days to final completion of the work from the date of the preconstruction meeting to be scheduled in the Spring of 2015.

DESCRIPTION		LUMP SUM PRICE	
		IN WRITING	NUMBERS
1	BASE BID	Three hundred twenty six thousand eight hundred seventy two dollars, zero cents	\$326,872.-
2	ADD ALT. 1	Eighty thousand dollars One hundred twenty eight zero cents	\$80,128.-
TOTAL BID (LUMP SUM BASE BID + ALTERNATE 1 + \$5000 ALLOWANCE) (WRITTEN IN WORDS)		TOTAL BID (NUMBERS)	
\$ <u>Four hundred twelve thousand dollars and zero cents</u>		\$ <u>412,000.-</u>	

BASE BID:

The sanitary sewer replacement is located along the center of Pinewood Avenue, Saratoga Springs, New York. The work includes providing all labor, testing, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and in these specifications, including but not limited to: Replacement of approximately 1400 lf of 6" clay sanitary sewer pipe and sanitary sewer structures and appurtenances with 8 inch SDR35 PVC sanitary sewer pipe and new sanitary sewer structures and appurtenances as shown in the project documents.

BID ALTERNATES: Provide 2-1/2" of milling depth and 2-1/2" of asphalt top course overlay from curb to curb within project limits. (Lump sum bid price includes a full depth pavement section at all excavated areas per Asphalt Pavement Detail Sheet 6 of 6.)

BID BOND OR BID DEPOSIT:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Commissioner of Finance is attached in the amount of \$ 41,200.- security as required by the Instructions to Bidders for the project.

UNIT PRICES (For Owners Information Only. This is a lump sum bid.):

Contractor agrees to perform the following work at the stipulated unit price, in accordance with the Contract Documents. Stated unit prices, which shall be net to the Owner and shall include all allowances for material, equipment, labor, installation cost, supervision, overhead (including bond costs) and profit. The following unit prices are for Owner's information FOR WORK REQUESTED BEYOND THE SCOPE OF THE LUMP SUM BID:

DESCRIPTION	UNIT PRICE		TOTAL PRICE (NUMBER)		
	APPROX QTY	UNIT		(IN WRITING)	(NUMBERS)
1 Furnish and install 8 inch SDR35 polyvinyl chloride pipe (PVC) – 4'-6' depths, complete with accessories, ready for use	1000	lf	One hundred Seventy dollars and zero cents	170.00	170,000.-
2 Furnish and install 8 inch SDR35 polyvinyl chloride pipe (PVC) – 7'-9' depths, complete with accessories, ready for use	400	lf	Two hundred one dollars and five cents	201.05	80,420.-
3 Full depth pavement section at excavations	16,000	sf	One dollar Seventy five cents	1.75	28,000.-
4 ADD Alternate 1: 2-1/2" milling and 2-1/2" top course overlay curb to curb in project limits	25,600	sf	Three hundred thirteen dollars and zero cents	313.00	80,128.-
5 Remove existing 6 inch clay sanitary sewer pipe	10	lf	Ten dollars and zero cents	10.-	100.-
6 Remove existing manhole, frame and cover/replace with new manhole, frame and cover	8	ea	Six hundred dollars and zero cents	600.-	4,800.-
7 Reconnect existing building service laterals	45	ea	Two hundred dollars	200.-	9,000.-
8 Concrete encasement of existing water mains	50	lf	Twenty dollars and zero cents	20.-	1000.-
9 Furnish and install silt fence:	300	lf	One dollar and zero cents	1.00	300.-
10 Relocate existing water services	18	ea	Two hundred dollars and zero cents	200.-	3,600.-

DESCRIPTION			UNIT PRICE		TOTAL PRICE (NUMBERS)
	QTY	UNIT	(IN WRITING)	(NUMBERS)	
11 Temporary sanitary sewer bypass system	1	ls	Eighteen thousand two dollars and zero cents	18,002.-	18,002.-
12 Replace existing water services w/ Type K Copper	3	ea	One thousand dollars + zero cents	1,000.-	3000.-
13 Replace cast-in-place curbing damaged during construction	100	lf	Twenty Eight dollars	28.-	2,800.-
14 Furnish & install new sewer lateral to property line	5	ea.	One thousand dollars and zero cents	1,000	5,000.-
15 Trench boxing	1400	lf	Twenty five cents	.25	350.-
16 Topsoil and seed	5000	sf	Ten Cents	.10	500.-

ALLOWANCE:

Bid includes a \$5,000.00 allowance for additional work that the Owner may request from the bidder during the project. Allowance is to be in accordance with Paragraph 11.02 C Contingency Allowance of the Standard General Conditions of the Construction Contract.

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. NONE dated _____

Addendum No. NONE dated _____

PROPOSED EQUIVALENTS:

Must be accepted prior to bid date. See General and Supplemental Conditions for Submittal Procedures.

The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner 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, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: Sept. 4, _____, 2015
Signed: [Signature] (Principal of Company)
Printed Name: Stephen Jablonski
Title: President
Company: Jablonski Excavating Inc.
Address: 678 County Highway 108
St. Johnsville, N.Y. 13452
Telephone Number: 518 568-5874 Fax Number: 518 568-5888
Cellular Number: 315 868-9341
Email: JablonskiExcavating@hughes.net



CERTIFICATE OF LIABILITY INSURANCE

OP ID: C1

DATE (MM/DD/YYYY)
09/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DeAngelo Agency, Inc. 2 Campion Rd New Hartford, NY 13413-6203 Daniel P Reynolds		CONTACT NAME: Patricia Snyder PHONE (A/C, No, Ext): 315-768-7900 E-MAIL ADDRESS: pats@aia-ins.com PRODUCER CUSTOMER ID #: JABLO-1		FAX (A/C, No): 315-768-8474
INSURED Jablonski Excavating Inc 678 County Highway 108 St Johnsville, NY 13452		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Technology Ins Co Inc		42376
		INSURER B: Merchants Mutual Ins Co		204
		INSURER C: Harleysville Worcester Ins. Co		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	TPP1014458-03	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU included						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY	X	X	TPP1014458-03	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS	\$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	CUP0000869-01	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.							WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Contr Equip			CIM00000081018U	12/01/2014	12/01/2015	Leased Eq 100,000
C	Bldrs Risk/Instltn			CIM00000081018U	07/13/2015	12/01/2015	Installtn 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: 2015-37 Pinewood Avenue Sewer Improvements
 City of Saratoga Springs is named as Additional Insured on Primary and Non-contributory basis including Completed Operations including Waiver of Subrogation, when required by written contract. 30-days notice of cancellation is included.

CERTIFICATE HOLDER**CANCELLATION**

CITYSAR City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 161782379
JABLONSKI EXCAVATING INC
678 COUNTY HIGHWAY 108
ST JOHNSVILLE NY 13452

POLICYHOLDER
JABLONSKI EXCAVATING INC
678 COUNTY HIGHWAY 108
ST JOHNSVILLE NY 13452

CERTIFICATE HOLDER
CITY OF SARATOGA SPRINGS
RE: PROJ 2015-37
474 BROADWAY
SARATOGA SPRINGS NY 12866

POLICY NUMBER Z2209 723-2	CERTIFICATE NUMBER 991806	PERIOD COVERED BY THIS CERTIFICATE 07/01/2015 TO 07/01/2016	DATE 9/9/2015
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2209 723-2 UNTIL 07/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 979956805

Fwd: 2015-37 Agreement JAB EXC - CITY OF SARATOGA SPRINGS

From : JablonskiExcavating@hughes.net Jablonski <jablonskiexcavating@hughes.net>

Wed, Sep 09, 2015 03:32 PM

Subject : Fwd: 2015-37 Agreement JAB EXC - CITY OF SARATOGA SPRINGS

 4 attachments

To : debbie labreche <debbie.labreche@saratoga-springs.org>

Cc : JABLONSKI EXCAVATING INC EMAIL <jablonskiexcavating@hughes.net>

Debbie,
Please find our certificates of insurance for PINEWOOD AVE SEWER Project.
The Bonds are being generated. Please advise how many originals you will need.
Thank you,
Carolyn Chavez

Jablonski Excavating, Inc. Phone: (518) 568-5874
678 County Highway 108 Fax: (518) 568-5888
St. Johnsville, NY 13452 Website: www.JablonskiExcavating.com
Steve Jablonski Cell: (315) 868-9341

From: "Pat Snyder" <pat@tia-ins.com>
To: jablonskiexcavating@hughes.net
cc: "Dan Reynolds" <danr@tia-ins.com>
Sent: Wednesday, September 9, 2015 3:23:54 PM
Subject: FW: 2015-37 Agreement JAB EXC - CITY OF SARATOGA SPRINGS

Carolyn, attached are Gen Liab etal and Work Comp certificates for tonight's meeting.

Let me know if they need anything further.

Thanks,
Pat

Patricia A Snyder, CPCU
DeAngelo Agency Inc
2 Campion Rd
New Hartford NY 13413
E-mail: pat@tia-ins.com
Phone: 315-768-7900 Ext 103
Fax: 315-768-8474

From: JablonskiExcavating@hughes.net Jablonski [mailto:jablonskiexcavating@hughes.net]
Sent: Wednesday, September 09, 2015 2:04 PM
To: Dan Reynolds; Pat Snyder
Cc: JABLONSKI EXCAVATING INC EMAIL
Subject: Fwd: 2015-37 Agreement JAB EXC - CITY OF SARATOGA SPRINGS
Importance: High

Dan,
This is a definite GO!
Please provide the certificate of Insurance for today and get started on the bonds.
This was a nice surprise.....
Thank you,
Carolyn

Jablonski Excavating, Inc. Phone: (518) 568-5874
678 County Highway 108 Fax: (518) 568-5888
St. Johnsville, NY 13452 Website: www.JablonskiExcavating.com
Steve Jablonski Cell: (315) 868-9341

From: "Debbie LaBreche" <debbie.labreche@saratoga-springs.org>
To: jablonskiexcavating@hughes.net
Cc: "Barbara Anthony" <barbara.anthony@saratoga-springs.org>
Sent: Wednesday, September 9, 2015 12:51:33 PM
Subject: 2015-37 Agreement

Carolyn - See attached the agreement and bid results. Please sign, scan and email the agreement to me with your COI. Also, please provide a statement that the bonds have been ordered. Thank you. - Debbie

--

Deborah LaBreche, P.E.
Asst. City Engineer
474 Broadway - City Hall
Saratoga Springs, NY 12866
Office Phone: 518-587-7098 Ext. 2616
Mobile: 518-390-0963
Fax: 518-580-9480
Email: debbie.labreche@saratoga-springs.org

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 **2015-37 Agreement 9-9-15.pdf**
2 MB

 **2015-37 Pinewood Ave Sewer Bid Results 9-4-15.pdf**
20 KB

 **City Saratoga Springs 9-15.pdf**
589 KB

 **City of Saratoga Springs.pdf**
72 KB
