100% Pd w/ ARPA Funds



ADVERTISEMENT

PHONE: 5184630811

The Town of Cairo, in Greene County, NY is soliciting proposals from Contractors to furnish and install water supply pumps and piping to replace the existing pumps at the Town's Well #1 located in Angelo Canna Town Park. Plans and Bid documents may obtained at no charge from the Town Clerk, 512 who can be contacted at (518) 622-3120, Ext. 101. Questions should be addressed to Anthony Mantas at Delaware Engineering at 518-452-1290. Quotations are due 12:00 pm February 20, 2024 to the Cairo Town Clerk, 512 Main St., PO Box 728, Cairo, NY 12413 Phone (518) 943-3830. Quotes may also be e-mailed to the Town Clerk at townclerk@townofcairo.com

Proposal Form
Proposal of (Company Name) Flach Industries, Inc.
to furnish and deliver all material and do and perform all work in accordance with the RFP, Plan and Terms & Conditions for Town of Cairo, Water Supply Well #1 Pump Replacement, Greene County, New York.
The undersigned hidder has carefully examined the site of the sure of the site
The undersigned bidder has carefully examined the site of the work, is familiar with existing conditions, and has carefully examined the Plans, Specifications, Contract Documents, and Addenda. The Contractor shall provide all necessary
insurance, bonds, machinery, tools, apparatus, falsework and other means of construction, and do all the work and
furnish all the materials called for by said contract according to the following Lump Sum and unit quantities. Bids must
be legible, contain no omissions, alterations, or additions. All items are to be furnished and installed in place complete.
The undersigned Bidder, having familiarized themself with the complete Contract Documents (plans, RFP and Terms and
Conditions), and all matters affecting the cost of the Work, hereby proposes to complete all Work as specified or
indicated in here-in for the Lump Sum Prices of: \$ 27,650
The undersigned also agrees as follows:
1. The total contract price bid shall be accepted as full compensation for the complete work subject to add
changes agreed upon by OWNER in writing:
2. Within five (5) days from the date of "Notice of Award" of the Proposal, to execute the contract and to
furnish any required documentation.
3. To begin work no later than ten (10) days after receipt of "Notice to Proceed."
4. To make the work substantially complete and operational within 30-days from the date of issuance of said
notice.
5. To comply with the Terms and Conditions set forth in the bidding documents.
Non-collusion Affidavit (attached) must be completed and returned with the Bid.
mast be completed and returned with the Bid.
BIDDER: Flach Industries, Inc.
VAME, TITLE: Crevis Flach- Project Manager
DATE: 02/20/24
ADDRESS: 1521 Rowto 9W POBOX 295 Splkeik AH 12158

E-MAIL: CFlach@Flachindustries, com

Q1	ate of	NH		Non-coll	usion Affiday	/IT OF BIDDER	County of(albany
ומ	Λ	die (Flach	.)	, being	first duly swo	rn, deposes an	d says that:
1.	He is	(owner, t	partner, off	icer, representa	tive, or agent) or	f Fladr In	dustriesly	c, the Bidder tha
			the attached					
2.	He is	fully int	formed respressing	pecting the pro		ontents of the a	attached Bid a	and of all pertiner
3. 4.	Such By su the ca	Bid is gentlemission se of a jo	enuine and n of this Bid int Bid each	is not a collusi d, each Bidder h party thereto loe and belief:	certifies as to its	own organizat	ion, under per	der certifies, and i
	a. T	The price ommunic	es in this cation, or ag	Bid, have be greement, for to	he purpose of re r with any comp	stricting compe etitor;	etition, as to at	sion, consultation by matter relating
	k	nowingly	y disclosed directly or i	by the Bidde indirectly, to at	r and will not l w other bidder o	knowingly be or to any compe	disclosed by etitor; and	bid have not bee the Bidder prior t
	c. I	No attemp corporation	ot has been on to submi	it or not to sub	nit a Bid for the	purpose of res	stricting comp	rson, partnership o etition.
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	nformed r (iii) ha	prospect as sold th	tive custom e same iter	ers of proposed	d or pending pub tomers at the sai	lication of new	or revised pric	g procured, (ii) he lists for such item t constitute, witho
	Bidder fridding in the state of	or work of section work of the contract of the	or services d by statute , of this sec authorizatio of the certification prices quot onnivance	performed or e, rule or regula- ction, shall be do on shall be de ficate as to nor ted in the attact or unlawful	to be performed ation, and where deemed to have emed to include a collusion as the ped Bid are fair.	or goods sold such Bid control been authorize the signing are act and deed and proper and the part of the	ains the certifit d by the Board submission of the corporad are not taint ne Bidder or	hereof by a corpora , where competitive cation referred to d of Directors of the of the Bid and the tion. ed by any collusion any of its agen
BRE	signed:_	A	//		Title:	Project	Manas	ger
	Subscrib	ed and si	worn to bef	fore me this 2	O day of Febr	uelou	, 2029	
RENDA LE	BL	endol	herby	lthcen	Notary Public, I	My Commissio	n expires ON	02/2027
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ARTICLE 1.0 - GENERAL CONDITIONS

- The Town of Cairo is soliciting proposals for supply and installation of two new water supply well pumps in its Well #1 located in Angelo Canna Town Park.
- 2. Contractors shall supply all additional parts and materials to install and make functional the new pumps.
- 3. Electrical work will be completed separately for the Town by CDE Electric of Cairo, NY.
- Additional Terms and Conditions are as follow:

ARTICLE 2.0 - AVAILABILITY OF LANDS, PHYSICAL CONDITION, REFERENCE POINTS

- 1. The well house has two wells which cannot pump to the new (higher) water tank and these wells are to be removed and the new pumps installed in their place.
- The work site is in a public park and accessible during regular business hours unless special events limit traffic in and out of the park.
- The Contractor shall notify the OWNER of anticipated work two days in advance to allow for coordination of the work with the Water Department and Engineers.

ARTICLE 3.0 - BONDS AND INSURANCE

- a. No performance or payment bonds are required.
- b. Contractor's proof of Insurance shall be provided along with copies of all required insurance documents prior to commencing work.
- c. Statutory Requirements. The contractor shall secure and keep in force all insurances in such amounts as are required by New York State Law and the laws of the United States, including: Worker's Compensation Insurance, NYS Disability Insurance, Unemployment Insurance.
- d. Commercial General Liability Insurance, written on an occurrence form, on a primary and non-contributory basis, by insurance companies authorized to write insurance in New York, insuring against bodily injury and property damage in the following amounts:
 - i. Each Occurrence \$1 million.
 - ii. General Aggregate \$2 million
 - iii. Fire Damage any one fire \$50,000 dollars
 - iv. Medical Expense any one person \$5,000 dollars
 - Property Damage insurance to include coverage for explosion, collapse and underground hazards.
- e. Automobile Liability insurance covering bodily injury and property damage for owned, non-owned and hired motor vehicles with a combined single limit of liability in the amount of \$1,000,000.
- f. Parties Named as Additional Insured. The OWNER, its officers and employees shall be named as additional insured on a primary basis.
- g. Above insurance requirements shall be binding on Subcontractors as well as the General Contractor, who shall provide proof of insurance for any Subcontractor prior to their working on the site.

ARTICLE 3.0 - CONSTRUCTION SCHEDULE

- 1. Upon receipt of all Insurance Certificates, other documentation (if any) and Contract Signature, the ENGINEER will issue a Notice to Proceed.
- 2. CONTRACTOR shall make the work substantially complete and functional within 60-days of Notice to Proceed.
- If CONTRACTOR at any time feels he cannot complete the work in the time allotted, CONTRACTOR shall notify ENGINEER immediately, giving the causes of delay and proposed additional time to complete work.

ARTICLE 4.0 - PAYMENT

Payment applications are to be submitted to the Engineer for review and to make recommendations on

FINAL PAYMENT - After final inspection and acceptance by the OWNER of all materials and services 2. furnished under the Contract, final payment to the CONTRACTOR shall be made subject to his furnishing the OWNER with a release in satisfactory form of all claims against the OWNER arising under and by virtue of his Contract.

RESOLUTION OF CLAIMS 3.

a. All claims between the parties, including all claims for additional compensation and/or additional time, shall be made within 14-days of the event or action giving rise to the claim and be presented to the ENGINEER with a Change Order Form. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived.

ENGINEER shall, within 14-days of the claim present his recommendation to the CONTRACTOR and the OWNER, who will provide a final determination to approve deny or negotiate the Claim.

ARTICLE 5.0 - MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of respective kinds for the purpose. If the materials are not in conformity with the Contract Drawings and Specifications, the materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

ARTICLE 6.0 - WARRANTY AND GUARANTEE

Warranty Of Title - The CONTRACTOR shall warrant good title to all materials, supplies and equipment, 1. and shall deliver the same to the OWNER free from any claims, liens or charges.

The CONTRACTOR shall furnish a one-year Warranty, with respect to all materials and workmanship. This 2. Warranty shall commence upon Final Completion of the work, regardless of earlier occupancy or use of parts of the work. All Warranty issues identified by the ENGINEER in writing during the Warranty period shall be resolved by the CONTRACTOR to the OWNER's satisfaction.

MAINTENANCE OBLIGATION - If, at any time during the performance of the Contract, defects in the 3. equipment or materials develop or are discovered, the CONTRACTOR shall promptly repair or replace the defective workmanship or materials even though such workmanship or materials have already passed inspection.

ARTICLE 7.0 - LAWS AND REGULATIONS

- All equipment and materials supplied shall conform to OSHA and to the Industrial Code of the State of 1. New York.
- Safety and Health Regulations: The CONTRACTOR shall comply with the Department of Labor Safety 2. and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91 54).
- The CONTRACTOR shall at all times, comply with the latest applicable State Laws pertaining to the Safety 3. of Workers in the Construction Field.
- The project is subject to NYS Prevailing Wage Rates. 4.
 - The labor on this contract shall be performed in accordance with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law.
 - b. Certified Payroll shall be provided.
 - For partnerships or sole proprietors reporting is a simple one-page form which the Engineer will provide.

ARTICLE 8.0 - TAX EXEMPTION

- 1. OWNER is exempt from payment of sales and compensating use taxes of the State of New York and cities and counties on all materials to be incorporated into the work:
- 2. OWNER shall furnish the required certificates of tax exemptions to the CONTRACTOR for use in the purchase of supplies and materials.
- OWNER's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by the CONTRACTOR, or to supplies or materials not incorporated into the work.

ARTICLE 9.0 - SUBMITTALS, TESTING. AND INSPECTION

- CONTRACTOR shall furnish Shop Drawings and product data to the ENGINEER as requested for review and approval.
- 2. Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., the intent is to establish a standard. "Or-Equal" substitutions shall only be made with the ENGINEER's approval.

ARTICLE 10.0 - TEMPORARY FACILITIES AND MAINTENANCE

- 1. The OWNER will allow temporary power connections where available from existing services.
- 2. CLEAN-UP For on-site services, the CONTRACTOR shall maintain all areas of work and storage in a neat and orderly condition at all times and remove all waste and debris at the conclusion of his work.

ARTICLE 11.0 - TERMINATION OF CONTRACT.

For its own convenience the OWNER may, at any time subsequent to the Notice to Proceed, terminate
the Contract by giving unequivocal and unconditional written notice of such termination. In the event of
such termination by the OWNER, the OWNER shall be responsible to the CONTRACTOR for costs incurred
by the CONTRACTOR in performance of or in anticipation of performance of the Contract provided the
CONTRACTOR.

ARTICLE 12.0 - CONTRACT DOCUMENTS

- 1. The contract documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:
- Executed Contract.
- 3. These Terms and Conditions;
- 4. Request for Proposals;
- 5. Technical Clarifications issued by the Engineer.

ARTICLE 13.0 - ENVIRONMENTAL CONTROLS

- 1. All materials placed into the well shall be first dipped in 12% hypochlorite and allowed to drain before placing them into the well.
- CONTRACTOR shall take such measures as may be required to prevent degradation of stream water quality during his work.
- 3. Any waste materials generated during the work shall be managed in accordance with Article 10.

ARTICLE 14.0 - PROJECT DIRECTION

- The ENGINEER shall:
 - a. Make all decisions as to conformance of the work with the design documents.
 - b. Notify CONTRACTOR and OWNER when work does not conform to design standards and direct that alternate means and methods of construction be employed.

- c. Have the authority to shut-down work where work does not conform to standards or where the ENGINEER believes the work is or will pose imminent hazards to life or property.
- 2. The CONTRACTOR shall:
 - a. Employ a superintendent competent to act in a site management capacity. Superintendent shall also be the Emergency Contact in the event CONTRACTOR must be contacted while personnel are not on site.
 - b. Provide the necessary equipment and materials needed for completion of the work.
 - c. Notify the Engineer promptly of inconsistencies in the plans and unknown site conditions.
- The OWNERs shall:
 - a. Secure all necessary permits and approvals and pay all fees.
 - b. Make approved payments in a timely fashion.
 - c. Make decisions on any changes to the project cost or schedule in a timely fashion.

ARTICLE 16.0 – NON-COLLUSION AFFIDAVIT

1. All Bidders are required to sign the Non-Collusion Affidavit accompanying these documents.

ARTICLE 1.0 - GENERAL CONDITIONS

- 1. Contractor shall supply submittals for pumps and valving documenting suitability of the materials including the use of "lead-free" valves and fittings.
- 2. Contractor shall attend a pre-construction meeting with the Town, Engineer and Water System Operators in advance of commencing work.
- 3. Electrical work will be completed separately for the Town by CDE Electric of Cairo, NY.

ARTICLE 2.0 - DEMOLITION

- 1. The existing Well Pumps and associated piping will be demolished or disassembled and removed from the site and disposed of.
- 2. Any incidental damage done shall be replaced prior to concluding the job and returning the well house to operation.
- 3. Modify floor penetration(s) as needed for new equipment. Seal any unused penetrations in the floor over the well.

ARTICLE 3.0 - CONSTRUCTION

- 1. Install new 4" concrete housekeeping pad(s) for pumps.
- 2. Set pumps, shim and level to make pumps plumb and bolt into place.
- 3. Furnish and install new 3" Schedule 40 Grade 304 or better drop pipe and foot valve into well.
- 4. Above floor service pipe may be Sch 40 Galvanized steel. Pipes 1" or less shall be rigid copper.
- 5. Connect pump inlets via a manifold to existing 3" and 4" piping in the well house.
- 6. Include service unions or flanges on inlet and outlet of each pump.
- 7. Install two (2) 3/" corporation stops on pump suction line inlet line before check valves
- 8. Install ¾" copper priming line so that suction is drawing pressurized water and install ¾" VALWORXS Electric Actuated Stainless Steel Ball Valve On/Off 120V power supply by Electrician.
- 9. Complete final connections to existing 4" FLxFL pipe.
- 10. Furnish and install NSF approved low level shut-off float switch with 30-ft cord and weight in pump well for wiring by Electrician.

ARTICLE 3.0 - CONSTRUCTION

- Test operation of pumps and all valves.
- 2. Supply all documentation to operator.
- 3. Clean up and demobilize.

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DWA NVOHS SV 1/31/2014

PIPE. NOTES:
1. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE WATER SUPERINTENDENT AND SCHEDULE WORK SO AS NOT TO INTERFERE WITH SAFE, CONTINUED OPERATIONS OF THE TOWN WATER SUPPLY.
2. NEW PIPING SHALL BE SCHEDULE 40 GALVANIZED STEEL OR DUCTILE IRON PIPE 3. WIRING OF PUMP AND PRIMING VALVE IS EXCLUDED FROM THE WORK AND WILL

BY THE TOWN'S ELECTRICIAN.

CONTRACTOR SHALL FURNISH TWO PUMPS AS SPECIFIED AND FURTHER DETAILED IN THE QUOTATION BY EMERICK ASSOCIATES CONTRACTOR SHALL FURNISH AND INSTALL PRIMING AND ELECTRIC ACTUATED PRIMING VALVE.

FOOT VALVE IN WELL SHALL BE SS FOOT VALVE & STRAINER LEAD FREE MASS MODEL 634 OR APPROVED EQUAL.

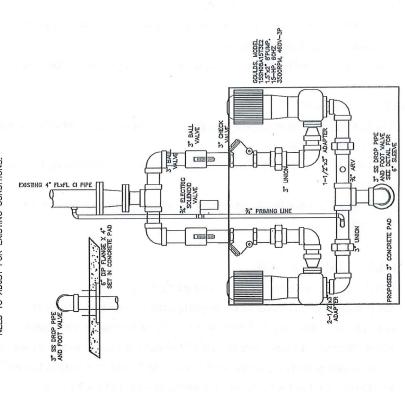
AIR RELIEF VALVES SHALL BE \$\frac{\pi}{2}\$, watts model lensem lead free or approved

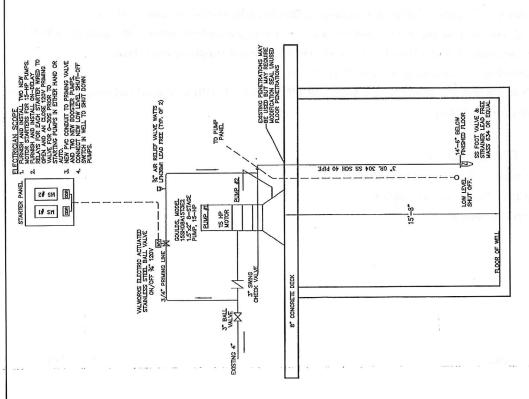
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AIR RELIEF VALVES SHALL BE % WATTO MOUBL LINGUM, LEGERAL BEQUAL.
PIPING ARRANGEMENT SHOWS NECESSARY COMPONENTS BUT THEIR ARRANGEMENT MAY
NEED TO ADJST FOR EXISTING CONDITIONS. ထ









Project 2024-01-02

QUOTATION \$5,036.

\$5,036.00 net each.

Company

Contact

Phone No.

Email





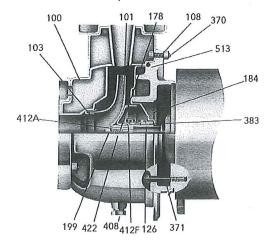
15SH08A15T3E2 | Configuration Summary

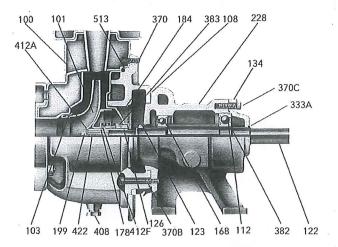
PUMP			
Pump Size	1.5 x 2.5 - 8	Speed	3500
Installation	Close Coupled		
MOTOR			
Sizing Method	Max. shaft power	Frequency (Hz)	60
Service Factor	1.25	Poles	2
Upsize	No	Enclosure	TEPE
Overloading	Yes	Frame Size	254JM
		Power	11 kW
		Phase (~)	3
		Voltage	208-230/460 V
SEAL			
Type of Seal	Type 21	Rotating Face	Carbon
		Stationary Face	Silicon Carbide
		Elastomers	FKM
		Metal Components	316 SS
STANDARD OPTIONS			
Casing Rotation	12 o'clock		





15SH08A15T3E2 | Product Details





Material Details

Seal housing (184)

Pump shaft (122)

Hex head cap screw (adapter to bearing frame) (3708)

Casing bolt with nut (casing to adapter)

Deflector (123)

O-ring, shaft sleeve (412F)

Casing (100)

Ball bearing (outboard) (112)

Impeller key (178) Impeller Stud (422)

Adapter (108)

Lip seal (1XSH10, 02SH10, 2XSH08, 2XSH10, 03SH08, 03SH10) (333A)

Retaining ring (382)

Bearing frame (228)

Hex head cap screw (bearing frame to cover) (370C)

Wear ring (103)

Ball bearing (Inboard) (168) Impeller (01SH06, 01SH08, 01SH10, 1XSH06, 1XSH08, 1XSH10, 02SH08, 02SH10) (101)

O-ring (513)

Impeller (02SH06, 2XSH06, 2XSH08, 2XSH10, 03SH08, 03SH10) (101)

Stainless steel 316L / EN 10088-1-X2CrNiMo17-12-2 (1.4404) Steel grade 1213 / ASTM A108

Steel / SAE J429 Grade 5

Stainless Steel / ASTM F593/F594

Buna-N / ASTM D2000 FKM (standard version) / ASTM

Stainless steel 316L / EN 10088-1-X2CrNiMo17-12-2 (1.4404)

Steel / AISI 316L Carbon steel / ASTM A307

Gray cast Iron class 20B / ASTM A48

Steel/Buna-N

Steel

Gray cast Iron class 20B / ASTM

A48 Class 20

Steel / SAE J429 Grade 6

Stainless steel 316L / EN 10088-1-X2CrNiMo17-12-2 (1.4404)

Steel

Stainless steel 316L / EN 10088-1-X2CrNiMo17-12-2 (1.4404)

FKM (standard version) / ASTM

D2000

Stainless steel CF8M / ASTM

A744

Impeller washer (199)

Bearing cover (134)

O-ring, impeller (412A)

Hex head cap screw (adapter to motor)

V-ring (01SH06, 01SH08, 01SH10, 1XSH06, 1XSH08, 02SH06, 02SH08, 2XSH06) (333A)

Drain plug - 3/8 BSP (408)

Shaft sleeve (126)

Grease fitting (M-group only) (193)

Stainless steel CF8M / ASTM

A744

Gray cast iron class 20B / ASTM A48

FKM (standard version) / ASTM D2000

Steel / SAE 1200

Buna-N / ASTM D2000

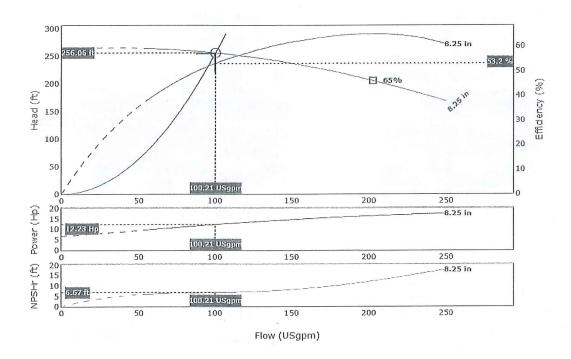
Stainless steel / EN 10088-1-X5CrNiMo17-12-2 (1.4401) Stainless steel 316 / ASTM A276

Motor Data

There are no information available for the given configuration.



15SH08A15T3E2 | Hydraulic Data & Performance Curve



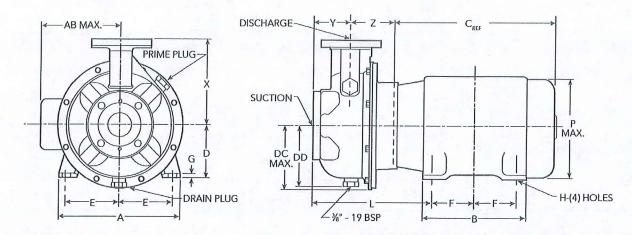
Selection Criteria		Design Point	Design Point			
Series	e-SH	Flow	100.21 USgpm			
Model	15SH08 3500rpm	Head	256.06 ft			
Stages	1	Efficiency	53.18 %			
Frequency	60 Hz	Shaft power (P2)	12.23 Hp			
Total Flow	100.00 USgpm	NPSHr	6.67 ft			
Total Head	255.00 ft					
Pump Flow	100.00 USgpm					
Pump Head	255.00 ft					
System Type	Single Pump					
Operating Pumps	1					
Rated Power	15 Hp					
Max Operating Pressure	114.98 psi					
Max P2	17.5 Hp					
Design Curve Data		Fluid Data				
Rated Motor Speed	3,500 RPM	Fluid Type	Water			
Min Flow	55 USgpm	Fluid Temperature	68 °F			
Max Flow	250 USgpm	Specific Gravity	1			
H@QMax	168,2 ft	Density	62.31322 lb/ft³			
H@QMin	264.22 ft	Dynamic Viscosity	1.00165 cP			
BEP	65 %	Fluid Vapor Pressure	0.33929 psi			
BEP Flow	202.54 USgpm					
BEP Head	205.46 ft					
Impeller Diameters	1x 8.25"					



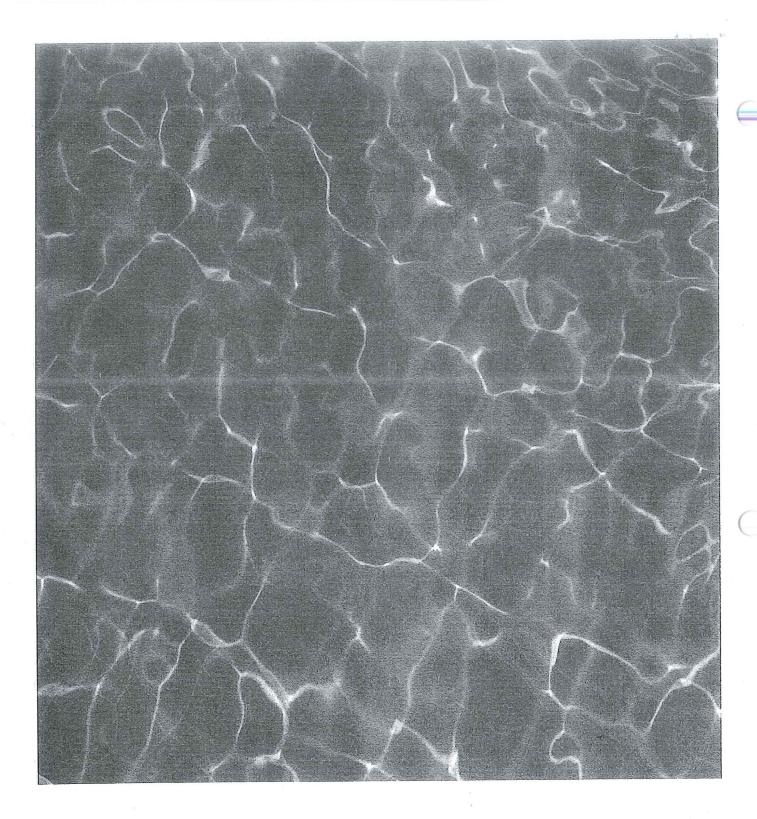
15SH08A15T3E2 | Dimensional Data & Drawing

e-SH CLOSE COUPLED S-GROUP - DIMENSIONS AND WEIGHTS

(All dimensions in inches and weights in lbs. Do not use for construction purposes.)



Suction	2.5 inch	L	12.62 inch
A	11.5 inch	Weight (Motor)	392 lbs
AB	12.37 Inch	Z	3.62 inch
В	11.5 inch	C Max.	26 inch
D	6.25 inch	Weight (Pump Only)	48.2 lbs
E	5 Inch		
F	5 inch		
Υ	4 inch		
G	0.25 inch		
X	7.12 inch		
DC Max.	5.62 Inch		
Н	0.53 inch		
Discharge	1.5 inch		
P Max.	13.38 inch		
DD Max.	5,25 inch		1 10 10 1



Company

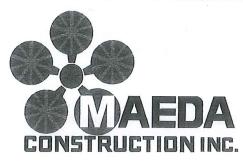
Contact

Phone No.

Email

temerick@emerickassociates.com

xylem



PO BOX 49, Staatsburg NY 12580 845-706-7755 bert@maedaconstruction.com MaedaConstruction.com Date:

1/12/24

To: Address: Town of Cairo 512 Main Street

Cairo NY 12

Description	Units	Cost Per Unit	Am	ount
History Law Law Law Beach	1	and the same of th	trees over and any first for the street of t	A100 (100 (100 (100 (100 (100 (100 (100
· college and college		. 7- 364	The second	
Provide all labor, equipment and materials;	t to tree the committee accomment	agent contribution to the contribution of the	la problem in	
to install new addition per drawings by	terroritation of an armonal mass. Access	To dell's the second		
Katterskill Associates dated 8-1-23			**************************************	
Bid excudes any direct costs from Central Hudsor	Gas and Flortric			Manual Control of the
due to pole relocation	Tods and Electric			
Bid excudes any cost for Heating system	The contract of the contract o	and the contract of the contract place in the case of the contract of		
Assumptions;	content or the same of the same of the same			***
we assume that this is a public bid on public prop	nerty so	e e anno estado en la como estada estada e estada e estada e en estada e en estado e en estado e en estado e e		,
prevailing wages apply		and the section to be a secured to		
we assume that the town will pay for any inspect	tion costs	to Vita Mariting towns and mariting of the		ner e erren reggerennige
we assume this is a tax exempt project	THE PROPERTY OF A STREET OF THE STREET	e e conserve e exercise de ficie e :	\$	120,060,00
		•		120,000,00
		Invoice Subtotal	\$	120,060.00
		Tax Rate		0.00%
		Sales Tax		
		Other		
		Deposit Received		-
		TOTAL	\$	120,060.00

Drisa Presign

\$100K ARPA Funds \$20,060 Town Funds

NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO 103d OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

- (A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (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.
- (B) A bid shall not be considered for award nor shall any award be made where (A)-(1), (2) and (3) 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 therefor. Where (A)-(1), (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bid (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).

By submission of this bid, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Bidder

All bidders must sign this certification prior to the opening of the bids.