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## **CONTRACT AND SPECIFICATIONS**

**RIVERHEAD WATER DISTRICT  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK**

**CONSTRUCTION OF WELL NO. 2A  
1144 Pulaski Street  
CAPITAL PROJECT NO. 5**



### **CONTRACT W – WELL CONSTRUCTION**

H2M Project No: RDWD1807

#### **TOWN SUPERVISOR**

Yvette Aguiar

#### **TOWN COUNCIL**

Frank Beyrodt  
Kenneth Rothwell  
Robert Kern  
Timothy Hubbard

#### **WATER SUPERINTENDENT**

Frank Mancini

#### **ASSISTANT SUPERINTENDENT**

John Flynn

**OCTOBER 2023**

#### **H2M architects + engineers**

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The Town Board of Riverhead will receive bids for the “**Construction of Well No. 2A**” for the Riverhead Water District at the Town Clerk's office, Riverhead Town Hall, 4 West Second Street, Riverhead, New York 11901, until **11:00 A.M.**, on **Thursday, November 2, 2023** at which time and place all bids will be publicly opened and read aloud for:

**Construction of Well No. 2A**  
**Capital Project No. 5**

Plans and specifications may be examined on or after *Thursday, October 12, 2023* by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on “Online Services → Bids”. Plans and specifications are available in electronic format only and can be downloaded from the aforementioned website. Plans can only be obtained from this website and vendors submitting bids without registration on said site shall be disqualified.

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informality, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY  
OF THE RIVERHEAD WATER DISTRICT

TOWN CLERK, TOWN OF RIVERHEAD

**DATED: October 12, 2023**

## SECTION 002113 – INFORMATION FOR BIDDERS

### BIDS FOR PROJECT

The Town of Riverhead, at the Town Clerk's office, will receive SEALED PROPOSALS for:

#### **CONSTRUCTION OF WELL No. 2A CAPITAL PROJECT No. 5**

### TIME AND PLACE OF BID

Bids are to be submitted in sealed opaque envelopes, and will be received by the Town of Riverhead, at the Town Clerk's office, Riverhead Town Hall, 4 West Second Street, Riverhead, New York, not later than **11:00 A.M.** prevailing time, on **Thursday, November 2, 2023** at which time and place they will be publicly opened and read aloud. Use of the mails shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening of bids.

### BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "CAPITAL PROJECT No. 5, CONSTRUCTION OF WELL No. 2A, FOR THE RIVERHEAD WATER DISTRICT, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK", but otherwise unmarked.

Bid package shall include **TWO (2) COPIES** each of Cover Page; Sections 004105 - Bidders Declaration, 004116 - Proposal; 004313 - Bid Security; 004519 - Non-Collusive Bidding Certificate; 004546 - NYS Vendor Responsibility Questionnaire; 004547 - Iran Divestment Act Certification; 004548 - Statement on Sexual Harassment Prevention and 004550 - Qualifications of Bidders.

### PLANS AND SPECIFICATIONS

Plans and specifications may be examined on or after **Thursday, October 12, 2023** by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Online Services → Bids."

Plans and specifications are available from the aforementioned Town of Riverhead website only. All contractors who intend to submit a bid package are required to register on the web site.

### VERBAL ANSWERS

The Town Board, its agents, servants or employees, or the Engineer, will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the contract drawings or Specifications given prior to the awarding of the contract.

### EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of a proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the depth or character of excavation to be made or the nature of the work to be done.

### PROPOSAL

The Proposal contained herein shall be used in making out bids. Any proposal not in accordance with these instructions or containing bids not asked for may be rejected. While separate prices are required for various items under this contract, it is understood that the contract will be awarded as a whole.

## SECTION 002113 – INFORMATION FOR BIDDERS

As the estimates of quantities of items stated in the Proposal are approximate only, bidders are required to submit their proposal upon and in the following express conditions, which shall apply and become part of every proposal received.

Bids will be compared by total amounts, said total amount being the sum of the products of the quantities multiplied by the unit price bid for the various items, with due consideration being given to the lump sum prices bid for any contingent or optional items. Unbalanced bids will not be accepted.

Each bidder shall fill out in ink, in both words and figures, in the spaces provided, its unit or lump sum bid for each item in said Proposal for which it is submitting a bid. If there is any discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices. If there is a discrepancy in the sum of the unit prices reported and the total sum of all items, the sum of the unit prices reported shall govern.

A bid which does not include bids for all items in the Proposal may not be considered valid.

If the contract is not awarded by the Town Board within forty-five (45) days after the receipt of bids, the obligation of the bidder under this Proposal may terminate at its option and it shall thereupon be entitled to a refund of its certified check or release of its bid bond furnished by it as security with its proposal.

### BID BOND OR CERTIFIED CHECK

Each proposal from a Contractor shall be accompanied by a bid bond or certified check on a solvent bank of the STATE OF NEW YORK, in the amount of five percent (5%) of the total bid. Such check shall be made payable to TOWN OF RIVERHEAD, RIVERHEAD, NEW YORK, and the amount thereof shall be the measure of liquidated damages which the Town may sustain by failure, neglect or refusal of the bidder to execute and deliver the contract, should the contract be awarded to it. The checks of all unsuccessful bidders will be returned upon the rejection of bids and the awarding of the contract; also, the check of the successful bidder will be returned upon the execution of the contract and the furnishing of the required bond.

### NAME OF BIDDER

Each bidder must state, in its proposal, its full name and business address, and the full name of every person, firm or corporation, interested in same, and the address of every person or firm, or president and secretary of every corporation, interested with it.

### QUALIFICATIONS OF BIDDERS

- (1) The Town Board reserves the right to waive any informalities in or reject any and all bids.
- (2) The Board reserves the right to reject any and all bids which do not conform to the Proposal.
- (3) All bidders must prove to the satisfaction of the Town Board that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work.
- (4) In determining the qualifications of a bidder, the Town Board will consider its record in the performance of any contracts entered into by it for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Town Board may request.
- (5) The Town Board shall be the sole judge of the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, material men or employees is not

## SECTION 002113 – INFORMATION FOR BIDDERS

satisfactory to the Town Board, or if the evidence submitted by, or the investigation of, such bidders fails to satisfy the Town Board that it is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### PERFORMANCE AND MAINTENANCE BOND

The Contractor shall furnish a Performance Bond, Labor and Materials Bond, and a one (1) year Maintenance Bond each in an amount equal to one hundred (100%) percent of the total contract price as security for its faithful performance of this contract, for the payment of all persons performing labor or furnishing materials in connection with this contract. Such bonds shall also cover any penalties, interest charges and assessments levied by any governmental unit for failure to comply with laws and/or regulations governing public work. The Maintenance Bond shall be an assurance that all work and materials provided under this contract shall be maintained for a minimum period of one (1) year. The Maintenance Bond shall be furnished following final completion, and payment under the contract. The contractor shall be required to furnish all guarantees and warranties of manufacturers of products in connection with this contract, but no manufacturer's limitation of time shall act to limit the responsibility of the contractor or its surety hereunder.

The surety must be licensed in the State of New York and have a BEST A rating, or the surety shall present information satisfactory to the TOWN/DISTRICT to permit the TOWN/DISTRICT to accept the bond.

At the time of submission of bonds or at any time thereafter, the TOWN/DISTRICT may evaluate the surety or sureties proposed, and demand a change of surety if it determines that the financial position of such surety does not provide for a proper protection of the interests of the TOWN/DISTRICT. The TOWN/DISTRICT shall be guided by its legal counsel, and insurance industry consultants in determining proper sureties for TOWN/DISTRICT public works contracts. If the TOWN/DISTRICT notifies the contractor in writing that a surety is unacceptable for any reason, then the contractor shall replace the surety and the bond in question within five (5) business days with a surety and bond deemed suitable by the said TOWN/DISTRICT. The premiums charged for all such bonds shall be a cost of the contractor and not the TOWN/DISTRICT. Upon notice to change surety being forwarded to a contractor, no further payments shall be made until a new bond in proper form naming an acceptable surety is provided.

### SIGNATURE OF CONTRACTOR

The bidder to whom a contract may be awarded shall attend at the office of the Town Board, with the sureties offered by it, within seven (7) days (Weekends & Holidays excepted), after date of notification of the acceptance of its proposal, and there sign the contract in quadripartite for the work and furnish approved security for its performance.

In case of failure to do so, the bidder shall be considered as having abandoned the same, and the check accompanying its proposal shall be forfeited to the Town Board, or the penalty of the bid bond shall be invoked.

### CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until it has obtained and had approved by the Town all of the insurance specified and required by the Contract.

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the Town Board.

### LABOR RATES

## SECTION 002113 – INFORMATION FOR BIDDERS

The Contractor shall pay not less than the minimum hourly wage rates on this contract as established in accordance with Section 220 of the Labor Law. This project has been registered with the New York State Department of Labor. Bidders interested in this project are required to visit [www.labor.ny.gov](http://www.labor.ny.gov) to access the prevailing wage schedule (PRC #2019007468). Employees must be paid the minimum rate indicated on the schedule for the appropriate title or in accordance with current prevailing schedule at the time of construction.

### APPRENTICESHIP PROGRAM

Pursuant to Section 816-(b) of the New York Labor Law, the Riverhead Water District has adopted a Resolution relating to approved apprenticeship programs. If the successful bidder's bid hereunder exceeds the sum of \$250,000.00, such bidder shall, prior to entering into a contract with the District, be required to have an appropriate apprenticeship agreement that has been registered with and approved by the Commissioner of the New York State Department of Labor pursuant to the requirements found in Article 23 of the New York Labor Law. Any subcontractors under this contract shall also, in all respects, comply with these provisions.

### COMPLETION OF WORK

Work is required to be completed to the satisfaction of the Engineer, and in substantial accordance with the Specifications hereunto annexed and the Plans therein referred to and the Change Orders amended to the Contract.

### RESPONSIBILITY OF CONTRACTOR

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after its completion and acceptance. Any progress payments made by the Town during the completion of this contract by the Contractor shall not be a waiver of the foregoing provision.

TOWN BOARD  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK

**END OF SECTION 002113**

SECTION 004105 – BIDDER'S DECLARATION

TO THE TOWN COUNCIL  
RIVERHEAD WATER DISTRICT

For the furnishing and installing of materials for all work included under contract as follows:

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S DECLARATION:

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person and persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the contract and specifications and the drawings referred to; and has read the Information for Bidders hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said contract and specifications; and it will accept in full payment therefore the following sums to wit:

**END OF SECTION 004105**



Board:

The undersigned hereby offers to furnish all labor, equipment, materials and appurtenances for **Construction of Well No. 2A, Contract W - Well Construction, Capital Project No. 5** all in accordance with the plans and specifications prepared by H2M architects + engineers for the following individual and lump sum prices:

**ITEM 1 - MOBILIZATION AND DEMOBILIZATION**

For furnishing rotary rig and all miscellaneous equipment, tools etc., required to drill one permanent well by reverse rotary hydraulic method to a final depth of 320 feet; including site preparation, mark-out, moving and unloading equipment, excavation for slush pit and return trenches, install of temporary construction fencing, moving from the site, final cleaning at the end of the job and all incidental work preparatory to and following test boring construction.

LUMP SUM: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2A - PERMANENT WELL CONSTRUCTION**

For construction of a new 20' x 10" permanent well with a capacity of 1,200 gpm to a depth of 320 feet including steel surface casing, permanent steel well casing, steel riser, stainless steel screen and sump, gravel pack, seal to outer casing, permanent well development for up to 150 hours of pumping, disinfection, and all incidentals, material, tools, labor and equipment required to complete the installation in accordance with contract plan and specification.

LUMP SUM: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2B - DEPTH ADJUSTMENT FOR PERMANENT WELL (CONTINGENCY)**

For furnishing and installing all labor, materials, and equipment necessary to construct the permanent well to a greater or lesser depth than specified on contract drawings.

PRICE PER FOOT: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

TOTAL : \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(For 30 Additional Feet) DOLLARS

**ITEM 2C - SCREEN ZONE ADJUSTMENT (CONTINGENCY)**

For furnishing and installing either blank stainless steel section or well screen either shorter or longer than specified on contract drawings.

PRICE PER LF \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

TOTAL: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(For 20 feet) DOLLARS

**ITEM 2D - DEVELOPMENT PUMPING ADJUSTMENT (CONTINGENCY)**

Price per hour for additional pumping necessary to reach specified water quality parameters beyond the 150 hours stipulated under Item 2A for the screen zone. Hourly price provided can also be applied as credit when development time to reach specified water quality parameters is less than the minimum requirements.

PRICE PER HOUR: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

TOTAL: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 40 hours) DOLLARS

**ITEM 2E - ADDITIONAL WELL DEVELOPMENT BY SURGING PLUS PUMPING (CONTINGENCY)**

For the furnishing and installation of all labor, materials and equipment necessary to perform additional development of the well by surging plus simultaneous pumping with DWT pump including removal and re-install test pump where directed by District Representative.

LUMP SUM: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 3 – PHYSICAL TESTING OF NEW WELL**

For performance and reporting of television inspection, well caliper surveys, plumbness/deviation testing, electric/gamma log, and alignment testing at Well No. 2A.

LUMP SUM: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 4 – FURNISH & INSTALL SLIP ON K-PACKER**

For the furnishing and installation of District approved slip-on K-Packer between screen riser and well casing at Well No. 2A.

LUMP SUM: \_\_\_\_\_ (\$ \_\_\_\_\_ )

**ITEM 5 – MILEAGE REIMBURSEMENT (CONTINGENCY)**

Mileage reimbursement for delivery of samples from site to approved laboratory. Mileage shall be reimbursed only for the delivery of water quality samples from the project site.

(Minimum Unit Bid \$0.05 / Maximum Unit Bid \$10.00)

PRICE PER MILE: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

TOTAL: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Approximately 250 miles) DOLLARS

**ITEM 6 – PROJECT ALLOWANCES (CONTINGENCY)**

For Cash Allowances as specified in Section 012100 associated with unforeseen conditions encountered during construction requiring additional work outside the scope of the contract documents as determined and specifically approved by the District.

LUMP SUM (FIXED PRICE): \_\_\_\_\_ Twenty Thousand & 00/100 (\$ 20,000.00 )

<b>TOTAL BASE BID (Sum of All Items 1 - 6):</b>	
DOLLARS	(\$ _____ )

The Town of Riverhead/Riverhead Water District reserves the right to award this contract based on the best interest of the Town of Riverhead/Riverhead Water District. The award shall be made to the lowest responsible bidder based upon the bid items awarded. The Town/District reserves the right to eliminate bid items either prior to award or during construction. The Town/District reserves the right to reject any or all bids.

Within ten (10) days (weekends and legal holidays excepted) after acceptance of this bid by the Town/District, the Bidder shall execute the contract. The Bidder shall furnish the required bonds and insurances to the Town/District's attorney within the same time frame.

All work related to the construction and development of the well as specified in the contract documents and included in this bid shall be completed within **ONE-HUNDRED TWENTY (120)** consecutive calendar days from the date of the Notice to Proceed.

Failure of the contractor to complete all work within the specified time will subject him to liquidated damages as set forth in the contract, in the sum of five hundred dollars (\$500.00) per day.

The contractor shall coordinate all work with the Owner to minimize disturbances to Owner operations.

The bidder represents herewith that he is aware of the working conditions, has carefully reviewed the proposal and specifications, has checked and certifies the accuracy of the bid.

The undersigned hereby acknowledges receipt of the following addenda (if any):

ADDENDUM NO.

DATED

_____	_____
_____	_____
_____	_____

Each proposal shall be accompanied by either a certified check drawn on a solvent bank with an office in the State of New York, or a bid bond equal to five percent (5%) of the total amount of the bid and payable to the Town of Riverhead. The certified check or bid bond shall specify which contract it accompanies.

**SECURITY ENCLOSED FOR THIS SECTION**

**YES / NO**  
**(Circle One)**

**PROPOSAL CERTIFICATION:**

This Bid is hereby submitted by:

BIDDER: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

FEDERAL I.D. NO. OR  
SOCIAL SECURITY NO.: \_\_\_\_\_

Telephone number where the contractor or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but within 24 hours of being contacted.

DAY: \_\_\_\_\_ NIGHT: \_\_\_\_\_

EMERGENCY: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**END OF SECTION 004116**

SECTION 004313 – BID SECURITY

Enclosed is a certified check or bid bond for five percent (5%) of the total amount of the bid as required by the foregoing "Information for Bidders."

The Bidder hereby agrees to appear with its sureties at the office of the Town of Riverhead, Town Clerk's office within ten (10) days (Weekends & Legal Holidays excepted) after due notice from the Town Board that the contract has been awarded to it and is ready for signature; such notice to be given in writing within thirty (30) days of opening of the bids (unless a moving fee is contained on the Proposal pages, and then to the last time interval of any moving fee contained on the Proposal pages); and, on the signing of such contract by the Bidder, to furnish the indemnifying bonds as provided in the General Conditions.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within ten (10) days (Weekends & Legal Holidays excepted) after due notice from the Town Board that the contract has been awarded to it and is ready for signature, as given in accordance with the Information for Bidders and/or its failure to execute and deliver the bond for the full amount of the contract price, as provided in said Information for Bidders, the Bidder's check or bid bond which is herewith deposited with the Town Board shall (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS OF BIDDER: \_\_\_\_\_

DATED AT: \_\_\_\_\_ THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

## SECTION 004355 – INDEMNITY, LIMITATION OF LIABILITY

### **1.0 - INDEMNITY**

The Contractor and all subcontractors performing work in connection with this Contract shall HOLD HARMLESS, INDEMNIFY and DEFEND the Owner and Engineer, their consultants and each of their officers, agents and employees from any liability, claims, losses or damage including reasonable costs of defense arising out of or alleged to arise from the Contractor's or subcontractor's negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer or their officers, agents and employees.

### **2.0 - LIMITATION OF LIABILITY**

The Contractor and all subcontractors agree to limit the liability of the Owner and the Engineer due to the Engineer's professional negligent errors or omissions such that the total aggregate liability of the Engineer to those named shall not exceed Fifty Thousand Dollars (\$50,000) or five percent (5%) of the Contract award amount, whichever is greater.

### **3.0 - NO CLAIM FOR DELAY**

The Contractor and all subcontractors agree to HOLD HARMLESS from any and all claims for loss or damages of any nature against the Owner or Engineer for delays in commencement, performance or completion of the Contract, regardless of whether said delays are, or may be, caused by the Owner, Engineer or any governmental agency.

**END OF SECTION 004355**

SECTION 004519 – NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Section 103-D of the General Municipal Law, the Contractor makes the following statement under penalty of perjury, and by submission of this bid or proposal, the bidder certified that:

(a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he/she has fully informed him or herself regarding the accuracy of the statements contained in this certification and, under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Resolve that \_\_\_\_\_ be authorized  
NAME OF CORPORATION

to sign and submit the bid or proposal of this corporation for the following project:

**CONSTRUCTION OF WELL No. 2A**

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_ at a meeting of its Board of Directors

held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal of the Corporation)

Secretary: \_\_\_\_\_

RESPECTIVELY SUBMITTED:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Title: \_\_\_\_\_

**END OF SECTION 004519**

**SECTION 004546 - VENDOR RESPONSIBILITY QUESTIONNAIRE**



## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or owner’s official representative authorized to legally bind the Reporting Entity, must certify the truth of the questionnaire answers.

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

### DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common, or traditional meanings. Each vendor must read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

### RESPONSES

Every question must be answered fully. Each response must provide all relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required to be identified. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code) NO P.O. Boxes		<u>New York State Vendor Identification Number</u>		
		Telephone ext.		Fax
		Website (include all)		
Authorized Contact for this Questionnaire				
Name		Telephone ext.		Fax
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:	
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )	Date of Incorporation
b) <input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>	Date Organized
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.0 Was the <u>Business Entity</u> formed in New York State?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:	

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS				
<input type="checkbox"/> United States	State			
<input type="checkbox"/> Other	Country			
1.2 Is the <u>Legal Business Entity</u> publicly traded?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:				
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?				<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>				<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :				
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .				<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> <u>maintain</u> an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.				
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> New York State certified <u>Service-Disabled Veteran-Owned Business</u> (SDVOB) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)				
1.7 Identify <b>each person</b> or Business Entity that is or has been within the past five (5) years, a Business Entity Official, or a <u>Principal Owner</u> of 5.0% or more of the Reporting Entity's shares; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>  <u>Joint Ventures</u> : Provide information for all firms involved. Each Business Entity identified as a Principal Owner must also submit a Vendor Responsibility Questionnaire. (Add additional sheets if necessary.) For each person, include name, title, date of birth, percentage of ownership, and employment status. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage of ownership.  If there is no person or <u>Business Entity</u> that owns 5% or more of the Reporting Entity, check here: <input type="checkbox"/>				
Name <i>(For each person, include a middle initial)</i>	Title	Date of Birth	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### I. BUSINESS CHARACTERISTICS

				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
Name of <u>Each Business Entity</u> owning 5% or more of <u>Reporting Entity</u>	Address	EIN	Percentage Ownership	

### II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner, or proprietor of said other firm?  If yes, identify below and if there is more than one, <i>attach additional pages with required information.</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity	
Firm/Company Address			
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):			
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with the disclosed firm(s)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>		Position/Title with Firm/Company	

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? If yes, identify below and if there is more than one, <i>attach additional pages with the required information.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable ( <i>enter N/A, if not applicable</i> ):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with the disclosed affiliate(s)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name ( <i>Include middle initial</i> )	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> -related <u>Joint Ventures</u> within the past three (3) years? If yes, identify below and if there is more than one, <i>attach additional pages with the required information.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

### III. CONTRACT HISTORY

3.0 Has the <u>Business Entity</u> completed any <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," list the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed for <u>government</u> clients using Attachment A – Completed Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc</a>.          At the <u>Business Entity</u>'s option, it may include <u>construction</u> contracts completed for private clients. If less than ten, include most recent subcontracts on projects up to that number.</i>	
3.1 Does the <u>Business Entity</u> currently have uncompleted <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," list all current uncompleted <u>construction</u> contracts for <u>government</u> clients by using Attachment B – Uncompleted Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc</a>.          Note: Ongoing projects must be included. At the <u>Business Entity</u>'s option, it may include <u>construction</u> contracts uncompleted for private clients.</i>	

### IV. INTEGRITY – CONTRACT BIDDING

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### IV. INTEGRITY – CONTRACT BIDDING

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

4.4 Had a bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.6 Requested or been permitted to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

*For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.*

### V. INTEGRITY – CONTRACT AWARD

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action, including arbitration, seeking specific performance or restitution (except any disputed work proceeding) in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement, integrity agreement, consent decree, or stipulation, settlement as specified by, or agreed to with, any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.4 Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

*For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.*

### VI. CERTIFICATIONS/LICENSES

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

*For each "Yes," provide an explanation of the issue(s), the Business Entity affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.*

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , Service-Disabled Veteran-Owned Business, or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order, monitoring agreement or other type of oversight with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement entity involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • <u>Federal</u> , state or local health laws, rules or regulations; • <u>Federal</u> , state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u> , state or local human rights laws; • <u>Federal</u> , state or local security laws; • <u>Federal</u> , state, or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No

*For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:*

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.*

### IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the Business Entity or affiliate involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses to explain the "Yes" response.</i>	
9.1 Within the past five (5) years, has the Business Entity or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000 for any reason, including failure to meet <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, or Disadvantaged Business Enterprise goals</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the name of the Business Entity or affiliate involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s), and the balance of the assessment not yet paid. Provide answer below or attach additional sheets with numbered responses.</i>	
9.2 Within the past five (5) years, has the Business Entity or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)	<input type="checkbox"/> Yes <input type="checkbox"/> No



## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

If "Yes," provide an explanation of the issue(s), the name of the Business Entity or affiliate involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s), the current status of the issue(s), and the balance of the lien, claim or judgment not yet paid. Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate, or official initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes," provide the name of the Business Entity, affiliate or official involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses to explain the YES response.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales
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9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:  
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount
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9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls).

(This information must be attached.)

### X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). ☐ Yes ☐ No

*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

If "Yes," indicate the question number(s) and explain the basis for the claim.

**Authorizee**

### XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

## NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

### Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

### The undersigned certifies that he/she:

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- are under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Date \_\_\_\_\_

SECTION 004547 - IRAN DIVESTMENT ACT CERTIFICATION

**IRAN DIVESTMENT ACT CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of corporation or partnership)

\_\_\_\_\_  
(Signature of Individual)

\_\_\_\_\_  
(Officer stating title) (Partner)

\_\_\_\_\_  
(Print Name of Individual)

**END OF SECTION 004547**

SECTION 004548 - STATEMENT ON SEXUAL HARASSMENT PREVENTION

I have been advised that the Town Board of the Town of Riverhead on their duties as commissioners of the Riverhead Water District requires that vendors and contractors submitting a competitive bid on a purchase or public works contract or a proposal on a purchase or public works contract that does not require competitive bidding file with the Owner at the time of bid or proposal submission a statement in the form required for contractors by the State of New York under State Finance Law § 139-I relative to compliance with requirements for employer sexual harassment preventions programs.

On behalf of myself and my firm or corporation I make the following statement.

By submission of this bid or proposal, 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I recognize that my failure to submit this statement may result in the rejection of my bid.

If I need to qualify this statement under State Finance Law § 139-I, subparagraph (3) I hereby state the reasons why I must qualify this statement:

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I have been advised that pursuant to State Finance Law § 139-I this statement and my signature below shall be deemed to have been authorized by the board of directors of my firm or corporation, and such authorization shall be deemed to include the signing and submission of such bid or proposal and the inclusion of such statement as the act and deed of the corporation.

I, hereby affirm under the penalties of perjury that the foregoing statement is true.

---

Signature

---

Print Name

SECTION 004548 - STATEMENT ON SEXUAL HARASSMENT PREVENTION

State of New York     )  
                                      ) ss.:  
County of                )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came  
\_\_\_\_\_ to me known, who, being by me duly sworn,  
did     depose     and     say     that     he/she/they     reside(s)     in  
\_\_\_\_\_(place  
of     residence);     that     he/she/they     is     (are)     the  
\_\_\_\_\_(office     held)     of     the  
\_\_\_\_\_

(name of corporation), the corporation described in and which executed the above  
instrument; that he/she/they know(s) the seal of said corporation; that the seal  
affixed to said instrument is such corporate seal; that it was so affixed by  
authority of the board of directors of said corporation, and that he/she/they signed  
his/her/their name(s) thereto by like authority.

\_\_\_\_\_  
NOTARY PUBLIC

**END OF SECTION 004548**

TOWN OF RIVERHEAD / RIVERHEAD WATER DISTRICT

SUFFOLK COUNTY

NEW YORK

The District may make such investigation as the District deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work. Bidders shall furnish to the District all information and data required by the District, including complete financial data, within the time and in the form and manner required by the District. The District reserves the right to reject any bid if the evidence required by the District is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the District that the Bidder is responsible or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated. At the discretion of the District, any bidder may be required to complete and submit the enclosed New York State Uniform Contracting Questionnaire to assist in determining the bidder's qualifications.

The following is a list showing the name of the Owner, Location, Date of Construction, General Description of Work, Amount of the Contract and Contract Period for projects of similar nature in size, construction method and construction procedure, which have been completed by the undersigned as the prime contractor, and which have been in operation for a period of not less than one year (minimum of five such projects).

**Project No.1**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Period: \_\_\_\_\_

SECTION 004550 – QUALIFICATION OF BIDDERS

**Project No.2**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**Project No.3**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**Project No.4**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Period: \_\_\_\_\_

SECTION 004550 – QUALIFICATION OF BIDDERS

**Project No.5**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Period: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

**Type of Work:** \_\_\_\_\_

<b><u>Owner</u></b>	<b><u>Contact Name</u></b>	<b><u>Phone Number</u></b>	<b><u>Location</u></b>	<b><u>Contract Amount</u></b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The Riverhead Water District reserves the right to reject any and all bids which do not include a completed qualifications section and/or do not meet the necessary qualifications criteria, for both prime contractor and subcontractors, as described within this qualifications section, for construction work to be performed and completed as required by the contract documents.

**BIDDER**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF SECTION 004550**



SECTION 005209 – CONTRACT

CONTRACT FOR CONSTRUCTION OF WELL No. 2A - CAPITAL PROJECT No. 5; FOR  
THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, dated \_\_\_\_\_,  
BY AND BETWEEN THE TOWN BOARD OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW  
YORK, acting for and in behalf of the RIVERHEAD WATER DISTRICT (herein called the TOWN  
DISTRICT), and \_\_\_\_\_  
\_\_\_\_\_ (herein called the CONTRACTOR).

WITNESSETH, that the TOWN DISTRICT and the CONTRACTOR, in consideration of the  
premises and of the mutual covenants, considerations and agreements herein contained, agree as  
follows:

This Contract is hereby awarded to the CONTRACTOR, as per Town Board Resolution No.  
\_\_\_\_\_ dated \_\_\_\_\_, for the work and material called for under his bid in the Proposal  
section of the Contract and designated as Items: \_\_\_\_\_

\_\_\_\_\_

and if required by the District, Items: \_\_\_\_\_

\_\_\_\_\_

for the sum of: \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_ )

for the unit and/or lump sum price(s) as listed in the Proposal herein.

1. CONTRACT DOCUMENTS AND DEFINITIONS

The Notice to Bidders, Information for Bidders, Proposal, General Conditions, Contract, Specifications and Plans, together with any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles, headings, headlines and marginal notes contained herein are solely to facilitate reference to the various provisions of the contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "contract documents" is used, it shall mean and include this Contract, the Plans, Specifications, any Addenda, and the Notice to Bidders, Information for Bidders, General Conditions and Proposal. In case of any conflict or inconsistency between the provisions of the Contract and those of the Specifications, the provisions of the Contract shall govern.

TOWN DISTRICT: The term TOWN DISTRICT shall refer to the Town of Riverhead acting in its capacity as administrators of the Riverhead Water District. Where used independently, the terms shall refer to the Town of Riverhead (Town) and Riverhead Water District (District).

WORK: The term WORK, as used herein, refers to all of the work proposed to be accomplished at the site of the project and all such other work as is in any manner required to accomplish the completed project, and includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper for or incidental to the carrying out and completion of the terms of this Contract. The term WORK PERFORMED shall be construed to include material delivered to and suitably stored at the site of the project.

EXTRA WORK: The term EXTRA WORK, as used herein, refers to and includes all work required by the TOWN DISTRICT which, in the judgment of the Engineer, with the Town's approval, involves changes in or additions to work required by the Plans, Specifications and any Addenda in their present form.

SUBCONTRACTOR: The term SUBCONTRACTOR, as used herein, shall mean any person, firm or corporation applying labor and material for work at the site of the project, but not including the parties to this Contract.

ENGINEER: In the performance of the work, the TOWN DISTRICT shall be represented by its Consulting Engineer H2M architects + engineers (herein called the ENGINEER).

NOTICE: The term NOTICE, as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to, or at the last known business address of, the person, firm or corporation for whom intended or to his, their, or its duly authorized agents, representatives or officers, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm, or corporation at his, their, or its last known business address and deposited in a United States Mail Box.

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work, or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved or acceptable to, or satisfactory to, in the judgment of the Engineer.

2. SCOPE OF THE WORK

The Contractor will furnish all plant, labor, material, supplies, equipment and other facilities and things necessary or proper for or incidental to, the work contemplated by this Contract as required by, and in strict accordance with, the applicable Plans, Specifications and Addenda prepared by the Engineer

## SECTION 005209 – CONTRACT

and/or required by and in strict accordance with, such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by the Contract.

### 3. COMPENSATION TO BE PAID TO THE CONTRACTOR

- A. Agreed Prices: It is understood and agreed that the Contractor will accept as payment in full the summation of products, of the actual quantities in place upon the completion of the work, as determined by the Engineer's measurements by the unit prices bid, no allowance being made for anticipated profit or for reason of variations from the estimated quantities set forth in the Proposal.
- B. Extra Work and/or Changes: The TOWN DISTRICT may, at any time, by a written order, and without notice to the sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as follows:
- (1) By such applicable unit prices, if any, as set forth in the contract; or
  - (2) If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the TOWN DISTRICT and the Contractor; or
  - (3) If no such unit prices are set forth, and if the parties cannot agree upon unit prices or a lump sum, then by actual net cost in money to the Contractor of the materials, permits, wages, or applied labor, premium for Workers' Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added 20% as full compensation for all other items of profit, costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workers' Compensation Insurance, material used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the Performance Bond of the Contractor and the use of small tools.

### 4. TIME OF ESSENCE

Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the TOWN DISTRICT to proceed with the construction of a public improvement, in accordance with a predetermined program, such provisions are of the essence of this Contract.

### 5. COMMENCEMENT OF WORK

The Contractor agrees that he will commence work within ten (10) consecutive calendar days after signing this Contract, and that the day he commences work shall constitute the first of the consecutive calendar days allowed for completion of the work.

### 6. TIME FOR COMPLETION

The time for completion of this Contract shall be within the number of calendar days stated in the Bid Proposal and the date of such completion shall be the date of the certificate of completion hereinafter specified. The TOWN DISTRICT reserves the right to order the Contractor to suspend operations when, in the opinion of the Engineer, improper weather conditions make such action advisable, and to order the Contractor to resume operations when weather and ground conditions permit. The days during which such suspension of work is in force are not chargeable against the specified completion time.

7. LIQUIDATED DAMAGES FOR DELAY

The time limit being essential to and of the essence of this Contract, the Contractor hereby agrees that the TOWN DISTRICT shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this agreement, the sum of FIVE HUNDRED DOLLARS (\$500.00) per day, which amount is hereby agreed upon, fixed and determined by the parties hereto as the LIQUIDATED DAMAGES, including overhead charges, services, inspector's wages, and interest on the money invested, that the TOWN DISTRICT will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion. The TOWN DISTRICT shall have the right to extend the time for the completion of said work.

8. EXTENSIONS OF TIME - NO WAIVER

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to Acts of God or of any public enemy, acts or neglect of the TOWN DISTRICT, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion or freight embargoes, the period herein above specified for completion of his work shall be extended by such time as shall be fixed by the TOWN DISTRICT.

No such extension of time shall be considered a waiver by the TOWN DISTRICT of its right to terminate the Contract for abandonment or delay by the Contractor as hereinafter provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

9. CONTRACT SECURITY

- A. The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract.
- B. Additional or Substitute Bond - If, at any time, the TOWN DISTRICT shall be or become dissatisfied with any surety or sureties, then upon the Performance Bond, or if, for any other reason, such bond shall cease to be adequate security to the TOWN DISTRICT, the Contractor shall, within five (5) days after notice from the TOWN DISTRICT, substitute an acceptable bond in such form and sum, and signed by such other surety as may be satisfactory to the TOWN DISTRICT. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due, nor shall be made until the new surety shall have been qualified.
- C. Prior to release of the Performance Bond, the Contractor shall deliver to the TOWN DISTRICT a Maintenance Bond equal to one hundred percent (100%) of the total Contract price. This Maintenance Bond shall remain in full force and effect for a period of one (1) year after the date of the Engineer's approval of the final payment request and such bond, which shall be executed by the Contractor and issued by a reliable, solvent surety company authorized to do business in the State of New York shall guarantee to the TOWN DISTRICT that the Contractor shall promptly remedy any defects or faults that may occur within twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract. The date of the Maintenance Bond shall be the date of final payment or other agreed upon date of acceptance by the Engineer and District. All extra work performed under the terms of this Contract shall be covered under the Maintenance Bond and as such the bond shall represent the value of these items.

10. CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this Contract until he has obtained and had approved by the TOWN DISTRICT the insurance required under this contract. Contractor shall maintain at a minimum the following insurance giving evidence of same, on the Acord form Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum; copy of the Additional Insured Endorsements; provide 30 days' notice of cancellation, non-renewal or material change; C105.1 form or State Insurance Fund Certificate or Self-Insured SI-12 for Workers Compensation and DB120.1 Certificate for NYS Disability.

The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at TOWN DISTRICT's discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

The certificate holder for all policies shall be the Riverhead Water District. The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of required insurance has been posted with and approved by the TOWN DISTRICT.

Certificate Holder for all policies: Riverhead Water District  
1035 Pulaski Street  
Riverhead, NY 11901

Additional Insured to read: Town of Riverhead, Riverhead Water District, all elected and appointed officials, employees and volunteers of the Town District, and H2M architects + engineers using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent.

Additionally insured shall be listed and covered under the Commercial General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

- A. Workers Compensation & Employers Liability - The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees employed at the site of the project, and in any case of any of the work being sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Minimum limits for each accident, employee and disease of \$1,000,000.
- B. Commercial General Liability and Insurance - The Contractor shall take out and maintain during the life of this Contract such insurance as shall protect him and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Occurrence – ISO Form CG2001 10-01 or equivalent	
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000

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Per Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expense (any one person)	\$ 10,000

The above policies for commercial general liability and umbrella liability insurance must be so written as to include Contractor's Protective Liability Insurance to protect the contractor against claims arising from the operations of any subcontractor.

### Extensions - Mandatory:

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of "insured contract" as defined in Form CG0001 with no endorsements that amend or restrict the definition of "insured contract".
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; "action over" type claims; or "injury to employee or subcontractor" exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.

- C. Umbrella Liability: The Contractor shall maintain for the life of the contract excess coverage for bodily injury and property damage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.).
- D. Commercial Automobile Liability - The Contractor shall take out and maintain during the life of the Contract such automobile public liability insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be in an amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries, including wrongful death per occurrence.
- D. Blanket Waiver of Subrogation – The above policies for workers' compensation insurance as well as comprehensive general liability insurance, automobile insurance, and excess umbrella liability insurance shall include waiver of transfer of rights of recovery against the Town of Riverhead, The Riverhead Water District, and H2M architects + engineers. Such waiver of subrogation shall be evidenced by certificate of insurance or copy of endorsement to the appropriate policy.
- E. Owner's Protective Liability Insurance – (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER and H2M architects + engineers as engineer) – If the Town of Riverhead, Riverhead Water District deem necessary, the Contractor shall furnish to the TOWN DISTRICT with respect to the operations he or any of his subcontractors perform, a regular Owner's Protective Liability Insurance Policy for and in behalf of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER, providing for a limit of not less than ONE MILLION DOLLARS (\$1,000,000.) each occurrence, a total limit of TWO MILLION DOLLARS (\$2,000,000.) general aggregate for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident; and regular Protective Property Damage Insurance

## SECTION 005209 – CONTRACT

~~providing for a limit of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for all damages. The insurance must fully cover the legal liability of the TOWN DISTRICT, TOWN BOARD, TOWN OF RIVERHEAD as OWNER and H2M architects + engineers as ENGINEER. The coverage provided under this policy must not be affected if the TOWN DISTRICT performs work in connection with the project either for, or in cooperation with, the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the TOWN DISTRICT directs or supervises the work to be performed by the Contractor.~~

- F. Pollution Liability (where applicable) - If contract involves environmentally regulated substances or Hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor's Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claim made basis, the retroactive date must pre-date the inception of the contract or agreement.

### 11. PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the TOWN DISTRICT with certificates of each insurer insuring the Contractor or any subcontractor under this Contract, except with respect to subdivision D. of paragraph 10. In respect to this paragraph, the Contractor shall furnish the TOWN DISTRICT with the original insurance policy and a copy to the Engineer.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. Both the certificates and the policy shall be further endorsed to provide the TOWN DISTRICT and Engineer with any notice of cancellation at least ten (10) days prior to the actual date of such cancellation.

### 12. COMPLIANCE WITH LABOR AND PENAL LAWS

The Contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this Contract. The Labor Laws, as amended, provide that no laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week, except in such emergency; that the wages to be paid for a legal day's work as hereinbefore defined, to laborers, workers, or mechanics upon the work called for under this Contract, or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, worker, or mechanic employed by the Contractor, subcontractor, or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Laws which required the payment of the prevailing rate of wages and the eight (8) hour day.

Section 220A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any City, County, Town or Village or other civil division of the State, of any sums due on account of a contract for a public improvement, it is the duty of the Comptroller or the financial officer of the Municipal Corporation to require the Contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor

## SECTION 005209 – CONTRACT

performed upon the work of the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each, respectively.

Section 220B of the Labor Law, as amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any Contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220C of the Labor Law, as amended, provides the penalty for making a false oath or verification.

Section 220D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall contain the provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such Contract less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and, upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$1,000.00) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum or nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this Section.

The minimum wage rates established by the Industrial Commissioner, State of New York, for this Contract, are as set forth in the INFORMATION FOR BIDDERS.

All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL Section 761.

### 13. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on this project under this Contract in full (less deductions made mandatory by law) in cash and not less often than once each week.

### 14. ESTIMATES AND PAYMENTS

Progress Payments: During the progress of the work the Contractor shall submit a payment requisition to the Engineer. The Engineer will review the requisition and prepare a payment request based on the estimated amount of work performed and the quantity of materials furnished, based on the prices set forth in the Proposal. In consideration of the work done and the materials furnished, the TOWN DISTRICT will pay or cause to be paid to the Contractor the amount estimated by the Engineer as due him less a sum equal to five percent (5%) of such amount and less such additional amount as may be



## SECTION 005209 – CONTRACT

necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Engineer or the TOWN DISTRICT of any work so estimated and paid for. The amount of the monthly estimate remaining unpaid will be retained by the TOWN DISTRICT as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages incurred by the TOWN DISTRICT by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained. All partial payments are subject to correction in any subsequent payment. The retained amounts shall be paid as set forth in the following subsection B.

**Final Payment:** Thirty (30) days after the Contractor shall have substantially completed the work required of it under the Contract the Engineer will prepare an approval of Final Payment Request. Thereafter the TOWN DISTRICT will pay to the Contractor the remaining amount of the Contract balance less a sum equal to two (2) times the value of any remaining items to be completed and less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the TOWN DISTRICT shall promptly pay, upon receipt of a requisition for these items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Any claims, liens and judgments referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable Contract and/or applicable laws. Final Payment will not be issued without the required Maintenance Bond as described in Section 9C of this contract.

The Engineer shall make due measurement of the work done during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under, and by virtue of, this agreement, and shall be taken as the full measure of compensation to be received by the Contractor. When requested by the Contractor, the Engineer shall measure, re-measure or re-estimate any portion of the work; but the expense of such re-measurement or re-estimating shall, unless material error be proved, be paid for by the Contractor.

Should all work not be completed and final payment request not submitted within one (1) year after the punch list has been issued, the TOWN DISTRICT will be under no obligation to make final payment.

### 15. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall be, and shall operate as a release to the TOWN DISTRICT from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the TOWN DISTRICT and other relating to, or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if these payments be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

### 16. CONSTRUCTION REPORTS

The Contractor shall submit to the Engineer prior to the commencing of any work under this Contract a detailed schedule and plan of operation, indicating the manner in which the Contractor proposes to prosecute the work, and a time schedule therefore. Such schedules are not intended to bind the Contractor to a predetermined plan or procedure, but rather to enable the Engineer to coordinate the work of the Contractor with work required of and to be performed by others.

The Contractor shall furnish the Engineer with periodic estimates for partial payments as required elsewhere in the contract documents and, in addition thereto, will furnish the Engineer with a detailed estimate for final payment. Prior to being eligible to receive final payment under this Contract, the Contractor shall furnish the Engineer with substantial proof that all bills for services rendered and materials supplied have been paid. The enumeration of the above reports in no way relieves the

## SECTION 005209 – CONTRACT

Contractor of his responsibility under existing Federal or State laws of filing such other reports with agencies other than the TOWN DISTRICT as may be required by such existing laws or regulations.

### 17. INSPECTION AND TESTS

All material and workmanship shall be subject to inspection, examination and test by the Engineer and other representatives of the TOWN DISTRICT at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests so required safe and convenient.

If, at any time, before final acceptance of the entire work, the Engineer, with the TOWN DISTRICT's approval, considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Engineer, with the TOWN DISTRICT's approval, whether or not the same shall be defective, the Contractor shall be liable for the expenses of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given, and such work is found to meet the requirements of this Contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work pursuant to a Change Order signed by the TOWN DISTRICT and the Contractor.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the material has passed the required inspection and test must be furnished the Engineer prior to the incorporation of the material in the work.

Any rejected work shall be removed from the site of the project completely at the expense of the Contractor.

### 18. PLANS AND SPECIFICATIONS - INTERPRETATIONS

The Contractor shall keep at the site of the work a clean and neat copy of the Plans and Specifications signed and identified by the Engineer. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Plans and Specifications, the Plans shall govern. Any discrepancy between the figures and drawings shall be submitted to the Engineer, whose decision therein shall be conclusive.

### 19. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed; the Engineer shall thereupon promptly investigate the conditions and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he shall at once make such changes in the Plans and/or Specifications as he may find necessary.

Any increase or decrease of cost resulting from such changes will be adjusted in the manner provided herein for adjustment as to extra and/or additional work and changes shall be by Change Order executed by the TOWN DISTRICT and Contractor.

20. CONTRACTOR'S TITLE TO MATERIALS

No material or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

21. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall employ a Construction Superintendent or Foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

22. PROTECTION OF WORK, PERSONS AND PROPERTY

Precaution shall be exercised at all times for the proper protection of all persons, property and work. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The Contractor shall furnish entirely at his own expense any and all additional safety measures deemed necessary by the TOWN DISTRICT or its Engineer to adequately safeguard the traveling public. The Contractor shall give notice to the owners of all utilities which may serve the area and request their assistance in predetermining the location and depth of the various pipes, conduits, manholes and other underground facilities.

The Contractor shall, at all hours of the day, safely guard and protect his own work and adjacent property from any damage and shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents, or by the TOWN DISTRICT or its duly authorized representatives.

The Contractor shall provide and maintain such watchers, barriers, lights, flares and other signals, at his own expense, as will effectively prevent any accident in consequence of his work for which the TOWN DISTRICT might be liable. The Contractor shall be liable for all injury or damage caused by his act or neglect, or that of his employees.

23. PATENT RIGHTS

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the TOWN DISTRICT for any loss on account of any infringement of any patent rights, unless prior to his use in the work of a particular process or a product of a particular manufacturer, he notifies the TOWN DISTRICT in writing that such process or product is an infringement of a patent.

24. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

- A. That he is financially solvent and that he is experienced in and competent to perform the type of work involved under this Contract and able to furnish the plan, materials, supplies and/or equipment to be furnished for the work; and

## SECTION 005209 – CONTRACT

- B. That he is familiar with all Federal, State and Municipal Laws, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and
- C. That such work required by these contract documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and
- D. That he has carefully examined the Plans, Specifications, and the site of the work, and that from his own investigation he has satisfied himself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment, and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

### 25. AUTHORITY OF THE ENGINEER

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Engineer and shall perform all work to the satisfaction of the Engineer, at such time and places, by such methods, and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or else-where in the contract documents of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control, or in which work shall be performed to his satisfaction or subject to his approval, or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed, but without exception all the work shall be governed and so performed. Nothing herein shall be construed to give the Contractor a claim for extra work unless prior thereto an appropriate Change Order has been executed by the TOWN DISTRICT and Contractor for such work.

### 26. SURVEYS

The Contractor shall provide all layouts, measurements, lines, and grades necessary for the execution of the work, and will furnish the necessary stakes and spikes for laying out such lines and grades and the unskilled labor necessary to place same and/or assist in measuring.

### 27. CHANGES AND ALTERATIONS

The TOWN DISTRICT reserves the right to make alterations in the location, line, grade, plans, form or dimensions of the work, or any part thereof, either before or after the commencement of the construction. If such alterations diminish the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increase the amount of work, such increases shall be paid for according to the quantity of work actually done and at the unit prices for such work as contained in the schedule of prices.

If such alterations decrease the amount of work, such decreases shall be a credit to the TOWN DISTRICT based on the quantity of work not performed as agreed to by the TOWN DISTRICT and the Contractor and at the unit prices for such work as contained in the Schedule of Prices.

### 28. CORRECTION OF WORK

All work and all materials, whether incorporated into the work or not, all processes of manufacture and all methods of construction shall be, at all times and places, subject to the inspection of the Engineer who shall be the final judge of quality, materials, processes of manufacture and methods of construction suitable for the purpose for which they are used. Should they fail to meet his approval they shall be

## SECTION 005209 – CONTRACT

forthwith reconstructed, made good and replaced and/or corrected as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site.

If, in the opinion of the Engineer, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Engineer, shall be equitable.

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship, and agrees to correct any defects, settlements, or shrinkages which may appear within one (1) year following the date of the final payment request. Neither the acceptance of the completed work nor payment therefor shall operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance Bond.

### 29. WEATHER CONDITIONS

The Contractor will and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If any work or materials shall have been damaged or injured by reason of the failure on the part of the Contractor or any of his subcontractors to protect his, or their work, such work and materials shall be removed and replaced at the expense of the Contractor.

### 30. THE TOWN DISTRICT'S RIGHT TO WITHHOLD PAYMENTS

The TOWN DISTRICT may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the TOWN DISTRICT, be necessary:

- A. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work.
- B. To protect the TOWN DISTRICT from loss due to defective work not remedied; or
- C. To protect the TOWN DISTRICT from loss due to injury to persons or damage to the work or property of other contractors or subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The TOWN DISTRICT shall have the right, as agent for the Contractor, to apply any such amount so withheld in such manner as the TOWN DISTRICT may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

### 31. THE TOWN DISTRICT'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The TOWN DISTRICT may terminate the contract, If:

- A. The Contractor shall file for any form of bankruptcy relief or make an assignment for the benefit of creditors; or
- B. A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or
- C. The Contractor shall violate any provision of this Contract; or
- D. The Contractor shall fail or refuse to regard laws, ordinances, regulations, or the instructions of the Engineer and/or the TOWN DISTRICT.

## SECTION 005209 – CONTRACT

Then, and in any such event, the TOWN DISTRICT without prejudice to any other rights or remedy it may have, and after seven (7) days written notice to the Contractor and Contractor's Surety may terminate the employment of the Contractor and take possession of the premises and all material, tools and appliances therein, and complete the work by contract or otherwise, as the TOWN DISTRICT solely may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, engineering, administration, legal, testing and observation services and any damages for delay), such excess shall be paid to Contractor.

If the expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable to the TOWN DISTRICT for such excess.

### 32. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or any public authority, Federal or State agency, for a period of three (3) months through no act or fault of the Contractor or any of his agents, servants, employees, materialmen, or subcontractors, the Contractor may, upon ten (10) days notice to the TOWN DISTRICT, discontinue his performance of the work and/or terminate the Contract.

Upon termination by the Contractor the TOWN DISTRICT may take possession of the work and complete the work by Contract or otherwise, as the TOWN DISTRICT solely may deem expedient.

If the Contract is terminated by the Contractor, the liability of the TOWN DISTRICT to the Contractor shall be for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, including reasonable profit and damages.

### 33. RESPONSIBILITY OF WORK

The Contractor agrees to be responsible for the entire work embraced in this Contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause, either by act or commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance shall be removed and replaced by good and satisfactory work without any charge to the TOWN DISTRICT and that such removal and replacement will be performed immediately on the requirement of the Engineer, notwithstanding the fact that it may have been overlooked by the proper inspector, and partial payment made thereon. It is fully understood by the Contractor that the inspection of the work shall not relieve him of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove of any work by the Engineer at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

### 34. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injury to persons or damages to property.
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractors, or other contractors.
- C. To place upon any of the completed work only such superimposed loads as are consistent with the safety of that portion of the work.

- D. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times the site of the work shall present a neat and orderly and workmanlike appearance.
- E. Before the Engineer's approval of the Final Payment Request, to remove all surplus material, temporary structures, plants of any description and debris of any and every nature resulting from his operations and to put the site in a neat and orderly condition.

35. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury to property and/or safety to life, the Contractor will be permitted to act as he sees fit without previous instructions from the TOWN DISTRICT. He shall notify the TOWN DISTRICT thereof immediately thereafter and any compensation claimed by the Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the TOWN DISTRICT for approval and Change Order executed by the TOWN DISTRICT and the Contractor.

Where the Contractor has not taken action but has notified the Engineer of an emergency indicating injury to persons or damage to adjoining property or to the work being accomplished under this Contract, then upon authorization from the Engineer to prevent such threatened injury or damage, he shall act as instructed by the Engineer. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work and shall be incorporated into a Change Order executed by the TOWN DISTRICT and Contractor.

36. SUITS AT LAW

The Contractor shall indemnify and save harmless the TOWN DISTRICT from and against all suits, claims, demands or actions for any injury sustained or alleged to be sustained by any party or parties in connection with the construction of the work or any part thereof, or any commission or omission of the Contractor, his employees or agents or any subcontractors and in case any such action shall be brought against the TOWN DISTRICT, the Contractor shall immediately take care of and defend the same at his own cost and expense.

37. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

38. SUBLETTING, SUCCESSOR AND ASSIGNS

The Contractor shall not sublet any part of the work under this Contract, nor assign any money due him hereunder without first obtaining the written consent of the TOWN DISTRICT. This Contract shall inure to the benefit of and shall be binding upon the parties hereunder and upon their respective successors and assigns, but neither party shall assign or transfer his interest herein in whole or in part without consent of the other.

SECTION 005209 – CONTRACT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

RIVERHEAD WATER DISTRICT:

BY: \_\_\_\_\_  
YVETTE AGUIAR, SUPERVISOR

(TOWN SEAL)

CONTRACTOR:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came YVETTE AGUIAR, to me known, who being by me duly sworn, did depose and say that he is the duly elected SUPERVISOR of the TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, NEW YORK, and that at a meeting of the Town Board of the Town of Riverhead, duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the said Board, also acting in its capacity as the Governing Body of the Riverhead Water District, authorized the said SUPERVISOR to execute all and any contracts on behalf of the Board; that he knows the seal of said Town, and that the said Water District seal is also the seal of the Town of Riverhead; that the seal affixed to the foregoing instrument is its corporate seal; that it was affixed thereto by order of the said Board, and that he signed his name thereto and executed the said instrument on behalf of the said Water District by like order and authority.

\_\_\_\_\_  
NOTARY PUBLIC



SECTION 005209 – CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me known, who by me being duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that one of the seals affixed to said instrument is such seal, that it was so affixed by order of the Directors of said Corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me known, and known to me to be one of the members of the firm of \_\_\_\_\_, described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said form.

\_\_\_\_\_  
NOTARY PUBLIC

**END OF SECTION**

## SECTION 007305 – GENERAL CONDITIONS

### 1. GENERAL CONDITIONS

The "General Conditions" are hereby made a part of these specifications and are attached herein.

Where any article of the General Conditions is supplemented hereby, the provisions of such article shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided or superseded shall remain in effect.

Work, materials, plant, labor and other requirements of the General Conditions shall be furnished by the contractor. No direct payment shall be made for these General Conditions, and payment shall be deemed to be included in the Contract price or various items of the entire Contract.

### 2. CONTRACT DOCUMENTS

The Contract Documents include, but are not limited to, the General Conditions, General Specifications, Detailed Specifications, Plans, Proposal Form, Contract and other sections as either cited on the Index page(s) or actually included in the bound documents.

Each section of the Contract Documents is intended to be complementary to the other sections. It is intended that they include all items of labor and materials and everything required and necessary to complete the work, even though some items of work or materials may not be particularly mentioned in every section or may have been inadvertently omitted from the Drawings or Specifications or both.

### 3. APPROVAL OF SUBCONTRACTORS AND MATERIALS

Prior to commencing any work under this Contract, the contractor shall submit to the Engineer for approval a list of all the subcontractors and material suppliers it proposes to use for this Contract. No subcontractor or material supplier will be permitted to deliver materials or perform any work on this Contract until it has been approved by the Engineer.

### 4. INTERPRETATION OF DRAWINGS, ETC.

In the event of discrepancies between the Drawings and the Specifications, the following order shall be given preference when making interpretations:

- a. Addenda (later dates to take precedence over earlier dates).
- b. Drawings (schedules or notes to take precedence over other data shown on Drawings).
- c. Technical Specifications
- e. General Conditions

On all Plans, Drawings, etc., the figure dimensions shall govern in the case of discrepancy between the scales and figures.

The contractor shall take no advantage of any error or omission in the Plans, or of any discrepancy between the Plans and Specifications, and the Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications and of the Plans as construed by him, and his decision shall be final.

All work that may be called for in the Specifications and not shown on the Plans or shown on the Plans and not called for in the Specifications, shall be furnished and executed by the contractor as if designated in both. Should any work or material be required which is not denoted in the Plans and Specifications, either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required, and that the contractor shall perform such work and furnish such materials as if they were completely delineated and described.

## SECTION 007305 – GENERAL CONDITIONS

### 5. ADDITIONAL WORK

Additional work, if required to be performed under this Contract, will be in accordance with the applicable paragraphs of the Contract. The Engineer shall be the sole judge as to whether such work was intended as part of the Contract or is in addition thereto.

### 6. SAFETY PROVISIONS

The contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees. In case of an accident, first aid shall be administered to any who may be injured in the progress of the work. In addition, the contractor shall also be prepared for the removal to the hospital for treatment of any employee either seriously injured or ill.

### 7. SANITARY REGULATIONS

In addition to compliance with the Occupational Safety and Health Act, the contractor shall erect and maintain necessary sanitary conveniences for the use of employees on the work. Such conveniences shall be properly secluded from observation, and their use shall be strictly enforced. Such sanitary conveniences shall be constructed in compliance with all laws, ordinances or regulations governing these facilities. The contents of same shall be removed with sufficient frequency to prevent nuisance and disposed of to the satisfaction of the Engineer.

The contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. In case any infectious diseases occur among its employees, it shall arrange for the immediate removal of the patient from the work and his isolation from all persons connected with the work.

### 8. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION

By means of the on-site observations of the work in progress, the Engineer will endeavor to provide protection for the Owner against defects and deficiencies in the contractor's work, but the furnishing of such services shall not include construction review of the contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work.

The contractor is responsible for complete conformance to the Plans and Specifications, proper construction procedures, coordination with subcontractors, other contractors and utilities, and safe working conditions for its employees.

### 9. LABOR

All contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State of New York and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto. All contractors and subcontractors shall submit original copies of certified payroll records for each period worked at the site. In addition, all contractors and subcontractors shall provide a completed Affidavit of Labor Form 220 and Riverhead Town Wage Disclaimer Form for each payroll week prior to issuance of any partial or final payment.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only.

### 10. CLAIMS OR PROTESTS

If the contractor considers any work required of him to be outside the requirements of the Contract or considers any record or ruling of the Engineers or Inspectors as unfair, he shall ask for written instructions or decisions immediately, and then file a written protest with the Owner against the same within five days thereafter, or be considered as having accepted the record or ruling.

## SECTION 007305 – GENERAL CONDITIONS

### 11. NOTIFICATION, INTERFERENCE AND INJURY TO UTILITIES

The contractor shall cooperate in every way with the utility companies. All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL, Section 761.

All conduits, water mains and gas mains encountered in the construction shall be properly and safely taken care of by the contractor, who shall, upon encountering same, notify the public corporation to whom they belong, in order that they may be changed in such a manner as not to interfere with the final construction.

In case any damage shall result to any service pipe for water or gas, or any private or public sewer or conduit by reason of negligence on the part of the contractor, he shall, without delay and at his own expense, repair same to the satisfaction of the Engineer, and in case such repairs are not made promptly or satisfactorily, the Owner may have the repairs made by another contractor or otherwise, and deduct the cost of same from any monies due or to become due the contractor.

### 12. INFRINGEMENT OF PATENTS

The contractor further agrees to hold himself responsible for any claims made against the Owner for any infringement of patents by the use of patented articles in any one phase of construction of the work and the completion of same, or any process connected with the work agreed to be performed under this Contract, or of any materials used upon said work and to save harmless and indemnify the Owner from all costs, expenses and damages which the Owner shall be obliged to pay by reason of any infringement or patents used in the construction and completion of the work.

### 13. DAMAGES

All damage, direct or indirect, of whatever nature resulting from either the performance of, or resulting to the work under, this Contract during its progress from whatever cause, shall be borne and sustained by the contractor, and all work shall be solely at his risk until the date of the final payment request.

### 14. GUARANTEE/WARRANTY

This contractor shall guarantee and warrant his work and that of his subcontractors against defects in workmanship and/or materials for a period of two (2) years from the date of final payment request by the Engineer, except as otherwise specified. Upon written notification from the Engineer, the contractor shall repair, replace or reconstruct such defects to the satisfaction of the Engineer at no cost to the Owner.

### 15. STANDARDIZATION

The general items specified with the Technical Specifications indicate specific manufacturers and/or catalog numbers etc., for the purpose of standardization within the District in order to minimize the stockpiling of replacement parts.

**END OF SECTION 007305**

This project has been registered with the New York State Department of Labor. The Wage Rates applicable to this project can be accessed and downloaded through the NYSDOL website: <http://dol.ny.gov/public-work-and-prevailing-wage> using the job specific PRC Code of #2019007468.

## PART 1 - GENERAL

## 1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the project is to construct a new groundwater well (Well No. 2A) for potable water supply for the Riverhead Water District. The well shall be constructed to an approximate depth of 320 feet with a capacity of 1,200 gallons per minute. In addition, the existing supply well at this site shall be abandoned. This summary of work will pertain to Contract W only.
- B. A monitoring well was recently constructed on-site to identify strata and aquifer characteristics under a separate contract. Results of this boring are included as Appendix C.
- C. The District has received a permit to construct the new well under New York State Dept. of Environmental Conservation relating to the construction of Well No. 2A as a replacement to the existing Well No. 2 at this site under Water Supply Application 1-4730-01821/00001. A copy of the permit is included under Appendix A.
- D. The Owner does anticipate awarding other prime contracts for the project. It is the intent of District to award this contract prior to other contracts and it is expected the well shall be constructed without the presence of other trades at site.

## 1.02 NOMENCLATURE

- A. Where the terms "Engineer/Architect", "Architect/Engineer", "Engineer", or "Architect" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M or H2M Group.
- B. The terms "Contractor" and/or "Prime Contractor" where used within the body of a specific Construction Contract, (i.e.; Contract W), shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within those Contract Documents. The lack of word capitalization shall be incidental.
- C. The Well Construction Contractor may be referred to as the "Well Contractor", "Prime Well Contractor", "Contract W Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract W.

## 1.03 ABBREVIATED SUMMARY OF CONTRACT W WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract. Each contractor shall coordinate, through the Owner/District, the work of their contract with the work by others.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:
  - 1. Mobilization and demobilization.
  - 2. Construction of a new permanent 1,200 GPM well entailing drilling and the installation of all associated equipment, including but not limited to casing, casing cover, K-packer, packing material, screening, grout and casing vent, as specified in the following Sections and all applicable drawings.
  - 3. Disinfection of proposed well.
  - 4. Depth adjustment of permanent well (Contingency).
  - 5. Additional blank stainless steel section of screen length (Contingency).

6. Bacteriological and well testing.
  7. Project closeout submittals.
- D. Contractor should anticipate installation of well pump approximately 120 days from well completion.
- E. All other work shown and specified in the Contract Documents for Contract W.

#### 1.04 PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but are not limited to, the following:
1. Guidelines and requirements of the New York State Department of Environmental Conservation (NYSDEC).
  2. Requirements of the Suffolk County Department of Health Services (SCDHS).
  3. New York State Department of Health (NYSDOH).
  4. Local laws and ordinances of the Town of Riverhead.
  5. New York State Clean Air / Clean Water Bond Act.

#### 1.05 PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
1. Debris removal and daily and final cleaning up.
  2. NYS Code rule 753 states that by law excavators and contractors MUST contact New York 811 at least two working days but no more than ten days (excluding weekends and holidays) before beginning any excavation project. The District can provide mark-out of its underground facilities, the District cannot guarantee the presence of any other live or abandoned facilities at the well field.
  3. Coordination with the Owner.
  4. Coordination with utility companies necessary to schedule connection of services, and management of the installation.
  5. Product and equipment storage and handling requirements.
  6. Site safety in accordance with all applicable federal, state, and local regulations.
  7. Project submittals, meetings, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning of the work shall be provided as required by the Contract.

#### 1.06 OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.
- B. The Owner will pay for water and electricity usage.

#### 1.07 EXISTING CONDITIONS

- A. The Drawings show certain information that has been obtained by the Owner regarding various pipelines, utilities and structures that exist at the location of the project both below and at grade.
- B. The Owner and the District expressly disclaim all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.
- C. In the case where the Contractor discovers an obstruction not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the District of the obstructions' existence.

D. The District will determine if the obstruction is to be relocated or removed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 011100**



## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Site access and control of areas outside of site.
- B. Contractor use of the premises.
- C. Contractor storage, parking and deliveries.
- D. Work hours, employee conduct and miscellaneous employee requirements.

## 1.02 SITE ACCESS AND CONTROL

- A. The contractor shall access site using entrance designated by the Owner.
- B. The Contractor is to maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a commercial/industrial. The Owner intends to be a good neighbor. The Contractor shall not close any road for any period in time. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.
- D. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the site. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- E. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway, should the measures being taken by the Contractor not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- H. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.
- I. The Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- J. Contractor shall be responsible for protecting private property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the District or District. Contractor shall protect all of the physical structures, property and improvements from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by

the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.

- K. Keep all existing driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the work area with materials and equipment.
- L. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material.
- M. The Contractor is responsible for cleaning up the work area. Failure to maintain a clean work site daily, will result in others performing the work and the Contractor being back charged for the cleaning cost plus construction administration fees.

### 1.03 CONTRACTOR USE OF THE PREMISES

- A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.
- B. The Contractor shall use and manage the premises and the associated construction activities as follows:
  - 1. To not hinder the Owner's ability to operate their facilities.
  - 2. To allow utility companies to install their work.
  - 3. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas.
  - 4. To allow for the safe, unimpeded travel way of the Owners vehicles, District's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. Contractors shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractors.
- D. The Contractor shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- E. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- F. Refer to Section 015000 - Temporary Facilities and Controls for minimum rubbish removal requirements.
- G. Do not discard or dispose of any waste on-site.
- H. Open fires will not be permitted on the site.
- I. Install erosion control measures as indicated in the Contract. The Contractor shall confine stormwater runoff to the site.

## 1.04 CONTRACTOR STORAGE, PARKING AND DELIVERIES

- A. Contractor must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No materials storage will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and paint materials shall be outside the existing or new structures and shall follow manufacturer's storage/handling guidelines.
- F. Contractor shall provide minimum of 48 hours advance written notice to the Owner's Construction Representative for deliveries of materials, site visits by inspectors, manufacturer's representatives or any other occasion that impacts the use of the site. Contractor shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- G. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- H. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.
- I. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at contractor's expense.

## 1.05 WORK HOURS, EMPLOYEE CONDUCT AND MISCELLANEOUS EMPLOYEE REQUIREMENTS

- A. The Contractor will be permitted to schedule working days and hours as specified in the General Terms and Conditions, if no times are specified therein then the work hours shall be Monday - Friday 7:00 am - 4:30 pm. Work hours may differ only where specifically approved by the Owner.
- B. Weekend work shall be permitted only when approved ahead of time by the Owner.
- C. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.
- D. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- E. Any employee found under the influence will be banned from the site.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 011400**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Allowance pricing for the following items:
  - 1. Project Allowance.
- B. This Section covers the requirements for use of the cash allowances listed above contained in the proposal (Bid Forms, Price Schedule) and included in the Contract Price bid by the Contractor and defines and stipulates the charges that will be paid for out of the stipulated allowances.
- C. The Contractor shall include the cash allowances stipulated in this Section in the amount bid.
- D. Eligible costs described in this Section, and Sections referenced herein, will be the only costs paid for out of the stipulated allowances.
- E. All other costs associated with the project as specified and/or shown, including but not limited to the delivery, installation and all Contractor overhead and/or collateral expenses are to be distributed among the other portions of the work and shall be included in other bid items.

## 1.02 CHANGES TO STIPULATED (CASH) ALLOWANCE

- A. If the actual cost of services differs from the cash allowance, then the Contract Price will be adjusted accordingly.

## 1.03 PAYMENTS TO BE MADE OUT OF PROJECT ALLOWANCE

- A. Include the cash allowance of \$\$20000(Twenty Thousand **Dollars and Zero Cents**) in the amount bid for Project Allowance for Unforeseen Conditions.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 012100**

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. Work under this Section specifies the procedures used to process partial payments and the Final Payment Request.

## 1.02 TIME FOR COMPLETION

- A. Inasmuch as the provisions of the Contract relating to the time for performance and completion of the Work are for the purposes of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, and inasmuch as failure to complete the Work within the period herein specified may result in damage or loss to the Owner, time is of the essence of the Contract.
- B. Time for completion of the Work shall be in accordance with that stipulated in the Contract Documents.
- C. The date for completion will be calculated from the date shown on the Notice to Proceed. The Contractor shall execute the Work with diligence from day to day, and complete it within the time fixed.
- D. For the purpose of defining the date of substantial completion, the Project will be considered complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use. Removal of the Contractor's equipment and other minor adjustments which do not prevent use of the Project will not be a factor in establishing the date of substantial completion.
- E. Notwithstanding the foregoing, the District will establish the date of substantial completion when the project is accepted and ready for operation, and no large or major items of work are as yet outstanding. At such time, the District will issue a punch list, itemizing the items of work remaining. The punch list will include "minor" items only, as defined solely by the District. Any prior punch lists, which include "major" or significant items, as defined by the District, shall not be a criterion in establishing the date of substantial completion.

## 1.03 PARTIAL COMPENSATION

- A. At the Owner's discretion, the Contractor may receive compensation for materials and products delivered to the site yet not installed providing:
  - 1. A canceled check or paid bill from the supplier is submitted to the District indicating that the Contractor has paid the supplier for the material or equipment.
  - 2. The material or piece of equipment is properly stored and protected from the elements and/or vandalism in accordance with the manufacturer's written requirements for long term storage.
  - 3. A certificate of insurance is provided for the material or piece of equipment in the event of a fire, vandalism, theft, etc.
  - 4. A bill of material is delivered to the District at the time of delivery itemizing the subject material or equipment. Payment will be made for on-site material and/or equipment in the amount of 80% of the gross amount of the paid invoice. This payment will be subject to the normal retainage of the partial estimate.
  - 5. The District has agreed to the pre-purchasing of the materials.
- B. The Contractor may not receive compensation for materials and products stored in the Contractor's yard or shop unless permitted by the Owner. If permitted, the compensation amount will be determined by the Owner.

## 1.04 APPLICATIONS FOR PAYMENT

- A. The Contractor shall review the percentage of work completed during the payment period with the District, based on the bid items in the proposal. The District shall make the final decision on the percentage of work completed.
- B. Submit one (1) copy of each payment application, completed, signed and notarized.
- C. The payment application shall include a Contractor Invoice and reference Town Purchase Order Number.
- D. Provide OSHA Certification cards for each worker at site.
- E. Provide completed Labor Affidavit Form for each pay period included in the certified payroll reports for each payment application for both the contractor and any subcontractor(s).
- F. Submit payment application to District no later than the first day of each month. Payments received after the first day of each month shall be reviewed and processed after the first day of the following month. Only one application for payment will be reviewed and processed each month.
- G. Submit certified payroll receipts for all workers and subcontractors. Payroll receipts shall be submitted with every application for payment. All payroll receipts shall be certified correct and notarized by a Notary in the State of New York. Application for Payment will not be processed unless all payroll receipts are received.
- H. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Wage Rates.
- I. Owner may conduct on-site interviews with all workers to verify payments of prevailing wage rates are enforced.
- J. The District shall submit the documentation along with an District's Payment Report to the Owner for payment.
- K. Retainage in the amount of 5% will be held from each partial payment. Retainage will only be released upon full completion of the project and will be included in the final payment.

## 1.05 ACCEPTANCE OF FINAL PAYMENT REQUEST

- A. The Contractor shall be conclusively deemed to have accepted the Final Payment Request as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner unless within seven (7) days after delivery of his copy of the Final Payment Request to him, the Contractor shall return such copy to the Owner together with a statement of his objections to such request and of any claim for damages or compensation in excess of the amounts shown on the Request. The acceptance by the Contractor of the Final Payment Request approved by the Owner shall constitute a release and shall discharge the Owner from all further claims by the Contractor arising out of or relating to the Contract, including but not limited to, a release from all impact costs.

## 1.06 SCOPE OF PAYMENTS

- A. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions

which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Plans, Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections, or damages. The District shall be the judge, and the said Contractor shall be liable to the Owner for failure so to do.

**PART 2 - PRODUCTS**

NOT USED.

**PART 3 - EXECUTION**

NOT USED.

**END OF SECTION 012900**



## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Work of this Section includes:
  - 1. Requests for Interpretation or for information
  - 2. Coordination between contractors, if applicable
  - 3. Administration of subcontracts
  - 4. Coordination of work with utility companies and the Owner/District
  - 5. Communication and coordination requirements
  - 6. Qualifications of Contractor's job site superintendent
- B. Site staffing requirements for the Contractor's superintendent are also specified herein, the costs for which shall be included in the Contract price.

## 1.02 REQUEST FOR INTERPRETATION OR INFORMATION

- A. The Contractor shall formally request interpretation when the Contractor feels that additional information is needed to perform the work of the Contract.
- B. The District's verbal response(s) to the Contractor's formal requests, if provided, shall not constitute an official response and if acted upon by the Contractor are done so at the Contractor's own risk and liability and shall not be subject to claims for additional compensation.
- C. The District will respond in writing to the request as soon as possible.

## 1.03 SUBCONTRACTOR ADMINISTRATION AND COORDINATION

- A. Terms and conditions of the Contract shall be binding upon each subcontractor.
- B. Furnish each subcontractor and major equipment vendor at least one (1) copy of the Plans and Technical Specifications.
- C. Provide at least one (1) copy of each approved shop drawing to each subcontractor whose work may depend upon the contents of the shop drawing submittal. The Owner reserves the right to stop all work, without claims for delay, until such time as appropriate subcontractors are furnished with appropriate shop drawings.
- D. Each Contractor shall sequence and schedule the work of subcontractors. Coordinate construction and administration activities of subcontractors. The District and Owner will not accept telephone calls, facsimiles or office visits from any subcontractors on the project. Subcontractor and vendor questions and clarifications shall be directed to the District by the Contractor.
- E. The Contractor's on-site project superintendent shall inspect all the work of all of his/her subcontractors, as it is being constructed. The Contractor's subcontractor shall not be permitted to do any work on the site without the Contractor's job site superintendent also being there to inspect the work as it is being performed.

## 1.04 UTILITY COORDINATION

- A. Comply with the requirements of 16 NYCRR Part 753 - Protection of Underground Facilities. Submit a letter stating the case number.
- B. Comply with the utility coordination requirements contained in the General Conditions.

## 1.05 PUBLIC/PRIVATE UTILITIES

- A. Notify all public and private utilities in accordance with Article 20, Section 322-a of the New York State General Business Law for location and markout of existing utilities in the vicinity of the work.
- B. Repair all utilities damaged during the Work to the standards and approval of the respective utility at no cost to the Owner.

## 1.06 CONTRACTOR'S JOB SITE SUPERINTENDENT

- A. Each Contractor shall employ an on-site superintendent as specified herein below. He/She shall be a full-time employee of the Contractor.
- B. He/She shall have the authority to sequence and schedule the work, and to staff the project, so as not to interfere with the work by others and to complete the work daily within the time so required.
- C. Each Superintendent shall have a minimum of five (5) years of experience as a job site superintendent for projects of equal size and complexity.
- D. Contract W superintendent may be a foreman or crew supervisor.
- E. Each superintendent shall be qualified to perform the duties so required to successfully complete the work in accordance with the Contract Documents.
- F. All other construction superintendents shall be on the project site while work under his/her contract is being performed, either by direct forces or by subcontractors as stipulated above for subcontractor coordination.
- G. Each superintendent shall also visit the site daily when work is not being performed under their Contract for coordination purposes, through the Owner/Engineer. He/She shall remain on the site for a minimum of one (1) hour, if work is being performed by others. He shall telephone the Engineer/Architect's designated field representative to advise him/her that they are on the site to discuss matters related to coordination.
- H. Each superintendent shall speak English. If required by the District, provide a resume for the proposed superintendent that shall be typed and shall list the qualifications of the superintendent. Prior to the Contractor assigning a superintendent to the project, he may wish to arrange an interview with the District to determine the proposed superintendent's ability to properly coordinate the work through the Owner/District. The Contractor shall employ a superintendent acceptable to the Owner.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 013100**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.

## 1.02 COORDINATION OF SUBMITTALS

- A. Prior to submitting to the District, fully coordinate all interrelated work. As a minimum, do the following:
  - 1. Determine and verify all field dimensions and conditions by field measuring existing conditions and the installed work of this Contract and work by others.
  - 2. Coordinate with all trades, subcontractors, vendors, system and equipment suppliers and manufacturers, public agencies, and utility companies and secure all necessary approvals, in writing.
- B. Make submittals in groups containing all associated items that in some way depend upon each other.
  - 1. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color-coordinated group.
  - 2. The District may elect not to review partial or incomplete submissions, whereupon he will notify the Contractor of the additional submissions that are required before a review can be made.

## 1.03 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The District will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. All submittals requiring District's review (except operations manuals) as required under the technical specifications of these documents shall be submitted within THIRTY (30) consecutive calendar days after the date of the Notice to Proceed.
- E. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the District, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

## 1.04 CLARITY OF SUBMITTALS

- A. All printed materials shall be neat, clean, professionally drafted by hand or by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying.
- B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.

- C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the District's review.

#### 1.05 CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site in accordance with the requirements contained in Section 013100 - Project Management and Coordination and the Contract Documents.

#### 1.06 ENGINEER/ARCHITECT'S REVIEW

- A. District will review and comment on each submission conforming to the requirements of this Section.
  - 1. District's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.
  - 2. The District's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The District will mark submittals as follows:
  - 1. NO EXCEPTION TAKEN (A) - No corrections, no marks. The content of this submittal has been reviewed by the District and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
  - 2. MAKE CORRECTIONS NOTED (B) - Minor amount of corrections. The content of this submittal has been reviewed by the District and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the District shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.
  - 3. AMEND AND RESUBMIT (C) - The content of this submittal has been reviewed by the District and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the District's comments and resubmitted to the District for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
  - 4. REJECTED (D) - The content of this submittal has been reviewed by the District and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
  - 5. SUBMIT SPECIFIED ITEM (E) - The content of this submittal has been reviewed by the District and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
  - 6. RECEIVED (R) - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.

- C. No payment will be made on any item for which a submission is required if such submission:
  - 1. has not been made,
  - 2. has been made but was not stamped "No Exceptions Taken" by District,
  - 3. has been made and stamped "Make Corrections Noted", but contractor has not complied with District's notes marked on the submittal,
  - 4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by these specifications will not be recognized or processed.

#### 1.07 RESUBMISSIONS

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by District, which did not appear on the previous submissions.

#### 1.08 CONTRACTOR'S RESPONSIBILITIES

- A. District's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the District has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

#### 1.09 SUBCONTRACTOR LIST

- A. The Contractor shall submit, on AIA Form G705, within THIRTY (30) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.

#### 1.10 MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous Substances" shall be identified to the Owner/District by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.
- C. Products will not be permitted to be kept on site without a MSDS.

#### 1.11 CERTIFICATIONS

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 013300**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Codes
- B. Governing agencies
- C. Permits

## 1.02 CODES

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.

## 1.03 GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
  - 1. Occupational Safety and Health Act - OSHA
  - 2. State Department of Environmental Conservation
  - 3. National Electrical Code
  - 4. State Plumbing Code
  - 5. County Department of Health
  - 6. Town Codes, Rules, Laws and Ordinances
  - 7. Local Water District
  - 8. Electric Utility

## 1.04 PERMITS AND INSPECTIONS

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.
- C. The following permits and/or certifications will be obtained by the Owner from the appropriate permitting agencies:
  - 1. New York State Department of Environmental Conservation - Well Permit
  - 2. Suffolk County Department of Health Services - Public Water Supply Improvement

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

NOT USED

**END OF SECTION 014100**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. The Work of this Section includes temporary facilities, utilities, and controls to be furnished by the Contractors for this project as it is specified herein.
- B. This Section is made a part of all Construction Contracts associated with the project. It contains specific references to the particular Contractor supplying said product or service. If no reference is provided then the requirement applies to all Prime Construction Contractors.
- C. The Well Contractor shall supply electric needed to complete his work.

## 1.02 CARE AND PLACEMENT

- A. All temporary and permanent facilities and controls and all other elements on the project site shall meet all standards of the Occupational Safety and Health Act of 1970 and subsequent revisions. Each Contractor shall comply with all requirements of the Act.
- B. Each Contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees and persons at the site.
- C. In the event of damage to existing and/or temporary facilities then immediately make all repairs and replacements to an equal condition prior to the event.

## 1.03 QUALITY PERFORMANCE

- A. Comply with and perform all work in accordance with the requirements of local authorities and utility companies having jurisdiction, and all applicable codes, regulations and ordinances.
- B. Secure approvals from the appropriate jurisdictions and utility companies on all repairs, relocations, connections, disconnections and the Work.
- C. All barricades, warning signs, lights, temporary signals and other protective devices shall conform with "Manual on Uniform Traffic Control Devices for Streets and Highways", US Government Printing Office.

## 1.04 SUBMITTALS

- A. Each Contractor shall provide a list of contact numbers as follows:
  - 1. Contractor's superintendent and office project manager (home, cellular, office, fax, trailer, and email address).
  - 2. All subcontractors.
  - 3. All utility companies.
  - 4. Emergency services such as fire department, police, and ambulance.
  - 5. Contractor shall also submit the following:
    - a. Name and qualifications of person or persons who shall be available to render first aid.
    - b. Names, addresses and telephone numbers of personnel who can be telephoned and act on behalf of Contractor in the event of emergencies or other problems requiring prompt attention during winter shutdown, holidays, nights and other periods when the Contractor's superintendent may be absent from the project site.



### 1.05 CONTRACTOR'S RESPONSIBILITY

- A. Each Contractor shall be responsible for the installation, performance, maintenance, and repair of all temporary facilities and controls specified herein this Section as originally provided.
- B. The Owner reserves the right to immediately correct a Contractor caused action, if in the opinion of the Owner, the situation may result in the immediate loss of life, property, and degradation of the environment. The costs for actions taken by the Owner shall be deducted from money due or to become due the Contractor. Amounts in excess shall be paid by the Contractor.
- C. If the Contractor caused situation is not deemed immediate, then the Contractor shall, within 24 hours of receipt of written and/or verbal notice, correct the defect or unsatisfactory condition.
- D. The Owner may repair, correct, replace, or install temporary facilities to correct the situation if the Contractor fails to perform within the allowed time. The costs to make the corrections shall be deducted from money due or to become due the Contractor. Amounts in excess shall be paid by the Contractor.

## PART 2 - PRODUCTS

### 2.01 GENERAL

- A. The Owner may use temporary power lines, pipes, roadways or other facilities that the Contractor furnishes, installs, and maintains (then removes at the completion of the work), during the period of construction.
- B. The location of all temporary power lines, roadways, and other necessary temporary facilities shall be subject to the approval of the District, and these shall be located and operated so as not to interfere with the operation of the facilities.

### 2.02 WATER FOR CONSTRUCTION PURPOSES

- A. Each Contractor shall obtain water from the nearest potable water source as designated by the Owner.
- B. The Owner will pay for water usage for general construction activities such as well construction, dust control and for sanitary purposes, like hand washing.
- C. Each Contractor shall install his or her own backflow prevention device at the supply point where it is connected to the Owner's system.
  - 1. The water purveyor shall approve the device.
  - 2. The device shall be tested and certified as functioning properly.
  - 3. Post the certification in a location acceptable to the water purveyor.
- D. Each Contractor shall exercise measures to conserve water.
- E. Provide insulation and heat tracing to prevent freezing of temporary piping. Drain hoses at the end of each use.
- F. All Contractors, subcontractors, and personnel involved in the project shall be permitted to use water for construction purposes as provided under this paragraph.

### 2.03 SANITARY FACILITIES

- A. Each Contractor shall provide and maintain his or her own temporary toilet facilities and enclosures.
- B. These facilities shall be maintained in a strictly sanitary manner and be screened from the general public.
- C. All facilities shall be in accordance with the Occupational Safety and Health Act (OSHA) standards and all other applicable local codes.
- D. The locations of such facilities shall be determined by the District or the Owner .
- E. All applicable codes and regulations regarding the maintenance and method of waste disposal for these facilities will be strictly enforced. These facilities shall be of the portable type.
- F. Comply with the requirements also contained in Section 015719 - Environmental Protection.

### 2.04 BARRIERS AND PROTECTION

- A. Each Contractor shall provide railings, barricades, signs, fences, overhead protection, walkway covers and other protective devices to prevent unauthorized entry to construction areas, to allow for the Owner's / Public safe use of the site and to protect existing facilities and adjacent structures from damage from the work.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing buildings.
- C. Provide protection for plant life designated to remain.
- D. Protect vehicular traffic, stored materials, public utilities, site and structures from damage.
- E. Provide warning signs, detour signs and other traffic control devices to insure the safety of plant operators and to adequately direct traffic around the work. Illuminate barricades, obstructions, and warning signs from sunset to sunrise.

### 2.05 TEMPORARY FENCING

- A. Each Contractor is responsible for performance compliance with OSHA standards.
- B. Each Contractor shall provide temporary safety fence around all open excavations or other dangerous conditions on the construction site.
  - 1. All temporary safety fencing shall be designed and erected in compliance with OSHA standards, but in no case less stringent than these specifications for fencing.
  - 2. Fence is to be bright orange in color, a minimum of 4 feet high, and properly secured using 1" diameter steel pipe at 4'-0" on-center as support posts.
  - 3. Stake each support post to a depth of 18" and tamp securely into place.
  - 4. Each post shall be plumb.
  - 5. Secure fencing to posts using heavy-duty 12" long cable ties or tie wire.
  - 6. The fence and supports shall remain the property of the Contractor and be promptly removed at the appropriate time.

**2.06 EROSION CONTROL**

- A. Each Contractor shall provide measures to keep the ground surface well drained, but avoid erosion of embankments, excavations, the project site, and adjacent areas.
- B. Each Contractor shall comply with all local codes, rules, and regulations concerning soil erosion.
  - 1. Use hay bales or silt fences to control erosion to the satisfaction of the District and regulatory agencies. Use hay bales or silt fences to stop silt and sediment from reaching surface waters, parking lots and roads.
  - 2. Leave erosion control methods in place until ground cover is established or until date of substantial completion.
- C. The Contractor shall install erosion control measures as shown on the Drawings.
- D. Comply with the requirements also contained in Section 015719 - Environmental Protection.

**2.07 DUST CONTROL**

- A. Each Contractor shall provide measures to control dust resulting from the work.
- B. Control dust at locations and in such quantities and frequencies as required to prevent dust from becoming a nuisance to the surrounding area.
- C. In the event the Contractor does not adequately provide for dust control, or should insufficient quantities of dust control agents be placed and Contractor fails to place additional quantities within 4 hours after District's direction, Owner will perform the required work by whatever means deemed expedient and all expenses incurred by Owner will be charged to and paid by Contractor.
- D. Take care in selecting and applying dust control agents so as not to make roadways or walkways slippery, muddy or hazardous. Dust control agents shall be acceptable to the District.
- E. The Contractor shall provide all roadways with dust control.

**2.08 RUBBISH REMOVAL**

- A. The Contractor shall be responsible for overall rubbish removal.
- B. Burning of rubbish and trash will not be permitted.
- C. The Contractor shall clean up trash as specified in Section 011400 - Work Restrictions or more often if the trash interferes with the work of others, presents a hazard or if directed by the District.
- D. Dispose of rubbish and waste materials in accordance with state regulations and local ordinances.
- E. The Contractor shall also place rubbish containers at locations selected by the District.
  - 1. Furnish adequately sized rubbish containers from the date of initial mobilization to the date of final payment.
  - 2. As a minimum, the Contractor shall furnish two (2) 55-gallon general trash containers. Secure the top of each container to the container.
  - 3. Secure the container itself so that it does not get blown about the site.
- F. The Contractor shall be responsible for maintaining the site free of trash.

- G. Each Contractor shall assist the General Contractor in maintaining the site free of trash and debris.
  - 1. It shall be the sole responsibility of the General Contractor to prevent trash from being blown about the site.
  - 2. Provide a worker to police the site at least for 1 hour at the end of each day that work is being undertaken by the General Contractor.

## 2.09 SNOW REMOVAL

- A. The Contractor shall be responsible for maintaining roads, walkways, sidewalks, and parking areas/lots free of snow. Provide snow plowing during and after each snow fall equal to or greater than 1.0 inch as reported by the local weather service.
- B. Any damage resulting from the Contractor's snow clearing operations shall be immediately repaired at no additional cost to the Owner.

## 2.10 ENCLOSURES

- A. Each Contractor shall provide and maintain temporary enclosures, sheds, or fenced-in areas to accommodate protection for products, material and equipment.
- B. Store equipment that cannot be exposed to outdoors in accordance with Section 016500 - Product Delivery, Storage and Handling.

## 2.11 SECURITY

- A. Each Contractor shall provide security and facilities to protect work from unauthorized entry, vandalism and theft.
- B. Coordinate with Owner's security program, if applicable.
- C. Each Contractor has full responsibility for the working area until final acceptance and payment.
- D. The Contractor shall maintain the perimeter fence that pre-existed prior to the start of construction. A temporary perimeter fence shall be required at all times during the construction and until the new perimeter fence is installed, or until the project is accepted by the Owner.
- E. It shall be the Contractor's responsibility to lock all gates to the site, and on the access road, at the end of each work day.

## 2.12 PARKING

- A. Do not allow heavy construction vehicle parking on existing pavement, if existing pavement is not scheduled for replacement or restoration.
- B. Provide and maintain access to fire hydrants, building entrances, process tanks, doors and the work in general.
- C. Each Contractor shall have his or her employees and subcontractors park in areas designated by the Owner/District.
- D. If designated on the Contract Drawings, then only use those areas for parking.
- E. Where trades work from their trucks, then coordinate the parking of trucks with other prime contractors.

### 2.13 DAMAGES

- A. Each Contractor, with the prior approval of the Owner/District, shall promptly repair any damage, directly or indirectly caused by the Contractor's operations.
- B. All repairs shall be to the complete satisfaction of the Owner and equal in quality to that which pre-existed.

### 2.14 FIRST AID FACILITIES & EMERGENCY TELEPHONE NUMBERS

- A. Each Contractor shall provide and maintain adequately equipped first aid facilities in a location or at locations that are readily accessible to workmen, District and visitors to the site.
- B. Provide at least one on-site employee who is properly trained in first aid and who shall be available to render first aid whenever construction is in progress.
- C. Provide a list of emergency telephone numbers as specified above.
- D. Post the list of emergency telephone numbers as directed by the District.

### 2.15 POLLUTION CONTROL

- A. Do not permit pollutants, such as chemicals, fuels, lubricants, calcium chloride, sewage, water containing sediments and other deleterious, poisonous, toxic or oxygen demanding substances to enter or leach into streams, lakes, wetlands, other surface waters, into groundwater, or into the air.
- B. In waters used for public water supply or used for trout, salmon or other game or forage fish spawning or nursery, control measures must be adequate to assure that turbidity in the receiving water will be increased not more than 10 standard turbidity units (s.t.u.) in the absence of other more restrictive locally established limitations, unless otherwise permitted by the State.
- C. In no case shall the classification for the surface water be violated, unless otherwise permitted by the State.
- D. In water used for other purposes, the turbidity shall not exceed State limits.

### 2.16 REMOVALS

- A. Remove all items provided under this Section except as otherwise specified.

## PART 3 - EXECUTION

### 3.01 PROTECTION OF EXISTING UTILITIES AND PUBLIC WORKS

- A. Maintain and protect existing utilities and public works including, but not limited to, conduits, sewers, water mains, electric and telephone conductors or conduits, and gas mains encountered during the construction.
- B. In the event that it is not possible to cross over, under, around or otherwise avoid the existing utility, the owner of the utility shall be notified that the utility must be altered or moved.
- C. In the event that damage shall result to any service pipe for water or gas, or any private or public sewer or conduit, the Contractor shall immediately, and at its own expense, repair same to the satisfaction of the District.

- D. Any contents from the pipes, sewers or conduits shall be immediately removed and disposed in accordance with applicable laws.

### 3.02 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities and materials, immediately following substantial completion and prior to release of retainage.
- B. Remove underground installations to a minimum depth of 2 feet.
- C. Regrade site to restore to existing slope and elevation, and restore the surface.
- D. Clean and repair damage caused by installation or use of temporary work.
- E. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- F. Remove temporary parking and access roads.
- G. Regrade area to existing slope and elevation and restore the surface to its existing condition.
- H. Final payment will not be processed until all removals have been completed to the satisfaction of the Owner/District.

### 3.03 PROTECTION OF EXISTING PROPERTY

- A. Protect existing structures and finishes during performance of the work.
- B. Protect existing trees and plants during performance of the work.
- C. Do not deposit excavated materials or store materials around trees or plants or attach guy wires to trees.

**END OF SECTION 015000**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Control of environmental pollution and damage that the Contractor must consider for air, water, and land resources in preparing a bid and while constructing the project. This Section includes management of site aesthetics, noise, solid and liquid waste and wastewater, and other pollutants that may be generated by the Contractor.
- B. Include all costs associated with environmental protection as specified herein and as specified in other Sections of these specifications in the total price bid.

## 1.02 DEFINITIONS

- A. Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which:
  - 1. Adversely effect human health or welfare,
  - 2. Unfavorably alter ecological balances of importance to human life,
  - 3. Impact wetlands,
  - 4. Effect other species of importance to man, or;
  - 5. Degrade the utility of the environment for aesthetic, cultural, and historical purposes.
- B. Definitions of Pollutants:
  - 1. Sediment: Soil and other debris that has been eroded and transported by runoff water.
  - 2. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.
  - 3. Rubbish: Combustible and noncombustible wastes such as paper, boxes, glass and crockery, metal and lumber scrap, tin cans, and bones.
  - 4. Debris: Combustible and noncombustible wastes, such as leaves, tree trimmings, ashes, and waste materials resulting from construction or maintenance and repair work.
  - 5. Chemical Waste: Petroleum products, bituminous materials, salts, acids, alkalies, herbicides, pesticides, organic chemicals, and inorganic wastes.
- C. Sanitary Wastes:
  - 1. Sewage: Domestic sanitary sewage and human and animal waste.
  - 2. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

## 3.01 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protect environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this Contract. Confine activities to areas defined by the Contract Documents.
- B. Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission from the District. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.

- C. Work Area Limits: Prior to any construction, mark the areas that require work to be performed under this Contract. Mark or fence isolated areas within the general work area that are to be saved and protected. Protect monuments, works of art, and markers before construction operations begin. Convey to all personnel the purpose of marking and protecting all necessary objects.
- D. Protection of Landscape: Protect trees, shrubs, vines, grasses, land forms, and other landscape features shown on the drawings to be preserved by marking, fencing, or using any other approved techniques.
1. Box and protect from damage existing trees and shrubs to remain on the construction site.
  2. Immediately repair all damage to existing trees and shrubs by trimming, cleaning, and painting with antiseptic tree paint.
  3. Do not store building materials or perform construction activities closer to existing trees or shrubs than the farthest extension of their limbs.
- E. Reduction of Exposure of Unprotected Erodible Soils: Plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Clear areas in reasonably sized increments only as needed to use. Form earthwork to final grade as shown. Immediately protect side slopes and back slopes upon completion of rough grading.
1. Temporary Protection of Disturbed Areas: Construct diversion ditches and berms to retard and divert runoff from the construction site to protected wetlands areas as defined in the Clean Water Act and federal, state and local regulations.
  2. Erosion and Sedimentation Control Devices:
    - a. Construct or install all temporary and permanent erosion and sedimentation control features as shown or specified in the Contract Documents and as required by the Owner pursuant to direction of the regulatory authority.
    - b. Maintain temporary erosion and sediment control measures such as berms, dikes, drains, hay bales, erosion control fencing, sedimentation basins, grassing, and mulching, until permanent drainage and erosion control facilities are completed and operative.
  3. Manage borrow areas on and off Owner property to minimize erosion and to prevent sediment from entering nearby property, watercourses and local streets.
  4. Manage and control spoil areas on and off Owner property to limit spoil to areas shown on the Environmental Protection Plan and prevent erosion of soil or sediment from entering nearby property, watercourses or streets.
  5. Protect adjacent areas from degradation by temporary excavations and embankments.
- F. Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment.
1. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule.
  2. Transport all solid waste off Owners' property and dispose of waste in compliance with Federal, State, and local requirements.
  3. Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.
  4. Handle discarded materials other than those included in the solid waste category as directed by the District.
- G. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems. Implement management techniques to control water pollution by the listed construction activities that are included in this Contract.



- H. Washing and Curing Water: Do not allow wastewater directly derived from construction activities to enter water areas. Collect and place wastewater in retention ponds allowing the suspended material to settle, the pollutants to separate, or the water to evaporate.
- I. Control movement of materials and equipment during construction to prevent violation of water pollution control standards of the Federal, State, or local government.
- J. Monitor water areas affected by construction.
- K. Protection of Fish and Wildlife Resources:
  - 1. Keep construction activities under surveillance, management, and control to minimize interference with, disturbance of, or damage to fish and wildlife.
  - 2. Prior to beginning construction operations, list species that require specific attention along with measures for their protection.
- L. Protection of Air Resources: Keep construction activities under surveillance, management, and control to minimize pollution of air resources.
  - 1. Burning is not permitted on the job site. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State and Federal emission and performance laws and standards.
  - 2. Maintain ambient air quality standards set by the Environmental Protection Agency and State, for those construction operations and activities specified.
- M. Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities, processing, and preparation of materials (such as from asphaltic batch plants) at all times, including weekends, holidays, and hours when work is not in progress.
- N. Particulates Control: Maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause a hazard or a nuisance. Sprinkle, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators, or other methods are permitted to control particulates in the work area.
- O. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
- P. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.
- Q. Reduction of Noise: Minimize noise using every action possible. Perform noise-producing work in less sensitive hours of the day or week as directed by the District. Maintain noise-produced work at or below the decibel levels and within the time periods specified in accordance with OSHA and local ordinances, whichever is more restrictive.
  - 1. Perform construction activities involving repetitive, high-level impact noise only between 7:00 a.m. and 4:30 p.m. unless otherwise permitted by local ordinance or by the District.
  - 2. Repetitive impact noise on the property shall not exceed the following dB limitations:
  - 3. Provide sound-deadening devices on equipment and take noise abatement measures that are necessary to comply with the requirements of this Contract, consisting of, but not limited to, the following:
    - a. Use shields or other physical barriers to restrict noise transmission.
    - b. Provide soundproof housings or enclosures for noise-producing machinery.
    - c. Use efficient silencers on equipment air intakes.
    - d. Use and maintain efficient intake and exhaust mufflers on internal combustion engines.
    - e. Line hoppers and storage bins with sound deadening material.

- f. Conduct truck loading, unloading, and hauling operations so that noise is kept to a minimum.

**END OF SECTION 015719**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

## 1.02 QUALITY ASSURANCE APPLIES TO ALL PRODUCTS

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
  - 1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
  - 2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
- B. The District may check all or any portion of the work and the Contractor shall afford all necessary assistance to the District in carrying out such checks.
  - 1. Such checking by the District shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
  - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.

## 1.03 QUALITY ASSURANCE - EQUIPMENT

- A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.
- B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.
- C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.
  - 1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
  - 2. Pumps shall conform to the requirements of the Hydraulic Institute.
  - 3. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.
- D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.
- E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

## PART 2 - PRODUCTS

## 2.01 MATERIALS AND EQUIPMENT

- A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.
  - 1. This time requirement does not apply when the manufacturer posts an Owner/District acceptable Performance Bond or Letter of Credit for the duration of the time period that will guarantee replacement of the equipment in the event of failure.
  - 2. The bond shall be in a form that is acceptable to the Owner's legal council.
- B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
- C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
- D. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- E. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the District.

## 2.02 FABRICATIONS

- A. Insofar as possible, shop prefabricate all items complete and ready for installation.
- B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

## PART 3 - EXECUTION

## 3.01 PREPARATION

- A. Prior to work under any Section, carefully inspect the existing work and verify that it is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.
- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to District.
- E. Do not proceed with the work under any Section until these conditions are obtained.

### 3.02 INSTALLATION

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all work necessary to attain the required end results.

### 3.03 FIELD QUALITY CONTROL

- A. Neither observations by District nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the District with the required certificates of inspection, testing or approval.
- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
  - 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
  - 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
  - 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

### 3.04 ADJUST AND CLEAN

- A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.
- B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
  - 1. In the case of buried items of work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
  - 2. In the case of exposed items of work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurements and damages shall be repaired and touched-up so as to provide a neat, clean finish, and be uniform in color.

### 3.05 DEFECTIVE WORK

- A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.

- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

**END OF SECTION 016100**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.
- B. The procedures for turning equipment over to the Owner for installation by others is also included herein.

## 1.02 PACKING

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.
- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
  - 1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
  - 2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.
- E. Equipment shall be shipped with storage, handling and installation instructions.
  - 1. The Engineer reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
  - 2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.
- F. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.
- G. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

## 1.03 SHIPPING AND DELIVERY

- A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.
- B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and those products are undamaged.
- C. Promptly remove damaged material and unsuitable items from the job site.
- D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

## 1.04 STORAGE

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.
- E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- F. Provide adequate ventilation to avoid condensation.
- G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- I. Do not store volatile liquids in any building on site.
- J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.
- K. Store with seals and labels intact and legible.

## 1.05 PROTECTION OF WORK

- A. The Contractor shall protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the District to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer at no additional costs.



PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 016500**

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Submit the following items to the District with the final application for payment:
  - 1. Final Application for Payment prepared by the District for Contractor's execution showing final amount of Contract including change orders.
  - 2. Maintenance Bond prepared in accordance with the Contract or General Conditions.
  - 3. Federal, state, county, town and local signoffs and inspection approvals, where applicable.
  - 4. Final Application for Payment and continuation (G702 and G703)
  - 5. Contractor's Certified Payrolls
  - 6. Contractor's Affidavit of Payment of Debts and Claims (G706)
  - 7. Contractor's Affidavit of Release of Liens (G706A)
  - 8. As Built Documentation
- B. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the District's acknowledgment of receipt or approval.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

**END OF SECTION 017800**

## SECTION 331113 - PERMANENT WELL CONSTRUCTION - RWD

### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. Permanent well construction.
- B. Development.
- C. Water Quality and disinfection.
- D. Well Test.
- E. Capping.

#### 1.02 RELATED SECTIONS

- A. Section 331120 - Water Quality Sampling
- B. Section 332120 - Disinfection of Wells

#### 1.03 REFERENCES

- A. ANSI/AWWA A100 - Water Wells.
- B. ANSI/AWWA C654 - Disinfection of Wells.
- C. ASTM A53 - Pipe, Steel, Black and Hot Dipped, Zinc Coated, Welded and Seamless.
- D. ASTM 312 - Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes
- E. AWS A2.0 - Standard Welding Symbols.
- F. AWS D1.1 - Structural Welding Code.
- G. API 1104 - Welding of Pipelines and Related Facilities

#### 1.04 SUBMITTALS

- A. Product Data: Indicate data for screen, casing, grout, gravel pack and accessories.
- B. Shop Drawings:
  - 1. Indicate welded connections using AWS A2.0 welding symbols
  - 2. Details of well screen, riser, tailpiece and packer (if applicable)
- C. Charts: Submit a grain size distribution curve (prior to delivery and before introduction into well) for the gravel pack and for material as detailed within this specification.
- D. Daily log for all days of well development, disinfection, and test pumping, including names of drillers present and hours worked.
- E. Electronic copy (Microsoft Word or Excel) of core log and drillers log of borehole.
- F. Casing and screen tally, quantify amount of gravel and grout utilized.

## SECTION 331113 - PERMANENT WELL CONSTRUCTION - RWD

- G. Test results: Water quality, TV inspection, caliper logging and well testing.
- H. Mill certificates for casing and riser pipe.
- I. NYSDEC Well Drillers Permit and Completion Report.

### 1.05 QUALITY ASSURANCE

- A. All work shall be performed in accordance with ANSI/AWWA A100.
- B. All materials shall be subject to field inspection by the District Representative prior to installation. All casing, riser, blank, and tailpipe shall have a label or imprint indicating compliance with ASTM A53.
- C. The work will be subject to inspection by the District and/or Engineer at all times, but such inspection shall not relieve the Contractor from any obligation to perform said work in accordance with the Specifications or any modification thereof, as herein provided, and work not done strictly in accordance with the Specifications shall be corrected and made good by the Contractor whenever so ordered by the District Representative, without reference to any previous oversight or error in inspection.

### 1.06 QUALIFICATIONS

- A. Company performing the work of this section shall have a minimum of five years documented experience in well drilling by both reverse rotary methods and must provide evidence of such experience with the proposal. Drilling capabilities of the Contractor's equipment for shall be up to 500 feet.
- B. The Company shall be licensed by the New York State Department of Environmental Conservation (NYSDEC) and shall comply with all regulations and requirements of the Department.
- C. The Contractor shall procure all licenses or other permits, if any, and pay all taxes, fees, charges and give notices necessary and incident to the lawful prosecution of the work.
- D. Subcontractors shall demonstrate they have performed and completed five similar projects to the work proposed.

### 1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products to the site under provisions of Section 016500.
- B. Protect all materials from natural elements and animals.
- C. Gravel is to remain in its sealed packaging until it is to be placed into the well.

### 1.08 PERMANENT WELL DATA

- A. General Data:
  - 1. Permanent well depth: 320 feet
  - 2. Capacity of well: 1,200 gpm
  - 3. Minimum underreaming diameter: 36 inches
- B. Carbon Steel Casing Data:
  - 1. Diameter: 20 inches

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2. Wall thickness: 0.375 inch
3. Length of Casing: 225 feet +/-
- C. Steel Riser (Inner Casing) Data:
  1. Diameter: 10 inches
  2. Wall thickness: 0.365 inch
  3. Minimum Length: 70 feet
  4. Minimum distance between top of riser and bottom of pump setting: 20 feet
  5. Accessory: Provide K-packer
- D. Stainless Steel Screen Data:
  1. Diameter - pipe size: 10 inches
  2. Minimum length: 60 feet
  3. Screen Size: To be determined.
- E. Stainless Steel Sump Data:
  1. Diameter: 10 inches
  2. Length: 3 feet

### 1.09 WATER SUPPLY APPLICATION

- A. The Contractor shall be licensed by the NYSDEC, Water Resources Division, and shall comply with all regulations and perform all work to meet the requirements of the Division.
- B. A water supply permit has been received from the NYSDEC under Application No. 1-4730-01821/00001.

### 1.10 WARRANTY

- A. Contractor shall provide a warranty on its workmanship and material installed for a period of two years from the date the project is accepted by the Owner.
- B. Warranty shall be given by the Contractor that all workmanship and materials entering into the construction and installation of well shall be of the highest quality in all respects and that any part or parts of same which prove defective within two years from the final acceptance date, due to defects in workmanship or material, shall be furnished and replaced free of charge.
- C. It will be the responsibility of the Contractor to repair any and all damages to the equipment that may be caused by any reason, other than the negligence of the Owner, up to the time of the final acceptance.

### 1.11 WELL CAPACITY TEST AND AGREEMENTS

- A. Should conditions determined during preliminary test and final drilling or logging indicate that the water quality will not comply with the requirements specified, or that the water quantity will not comply with specified requirements, the Contractor shall discontinue operation and the Owner shall have no further obligations or liability to the Contractor upon payment to the Contractor of the applicable amounts included in well items of the PROPOSAL.
- B. Should the Contractor, after accepted time, determined by the District Representative and other parties, and effort fail to secure from the well the required minimum capacity, at the drawdown specified, the Contractor shall discontinue operations and the Owner shall have no further obligation or liability to the Contractor upon payment to same of the amounts included in test well items of the PROPOSAL.

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- C. Should the turbidity of the water exceed the maximum allowable value specified during the official well tests, and should the Contractor, after reasonable time and effort, fail to produce water of the minimum specified quality with respect to turbidity, the Owner may order the Contractor to discontinue operations under this contract.
- D. In the event the Owner so elects to terminate the contract, the Owner shall have no further obligations or liability after payment to the Contractor of the amounts included in test well items of the PROPOSAL. Upon payment of the stated sum to the Contractor by the Owner, the rights and obligations of the several parties shall cease and terminate. In either event, the Contractor may, at his option, salvage such material that he may have furnished and installed, including pumping equipment.
- E. If written authorization is provided, the Contractor shall abandon the well in accordance with New York State Department of Environmental Conservation regulations.
- F. All information, samples, materials, etc., obtained from the well are sole property of the District and shall not be transmitted to any other person, organization or agency unless prior approval has been obtained from the District.
- G. The Contractor shall prosecute the work with reasonable regard for the convenience of the District, and all work must be done in such a manner as will not interfere with the ability of the District to continue furnishing an adequate supply of uncontaminated water at all times.

### PART 2 - PRODUCTS

#### 2.01 OUTER CASING

- A. Only new, first-run material shall be utilized certified ASTM A53, Grade B.
- B. The casing shall be 20" O.D. Schedule 20 steel pipe with a wall thickness of 0.375" and a weight per foot of 78 pounds. Provide steel pipe in a minimum of twenty-foot lengths.
- C. The permanent steel casings shall be factory-beveled, either by the manufacturer or a distributor possessing suitable equipment and skilled labor to make accurate beveled ends comparable to those made by the manufacturer.
- D. Casing joints to be butt welded with three (3) passes, Casing shall be watertight.

#### 2.02 INNER CASING/RISER

- A. Only new, first-run material shall be utilized certified ASTM A53, Grade B.
- B. The inner riser or casing shall be 10" O.D. Schedule 40 stainless steel with a wall thickness of 0.365" and a weight per foot of 40 pounds with welded watertight joints.
- C. In the event the well is constructed shallower than anticipated, the length of the riser (inner casing) may be shortened, as directed by the District Representative, to allow for proper setting of the pump.
- D. Provide 3-foot Schedule 40, stainless steel tailpipe with heavy plate bottom.

#### 2.03 SCREEN

- A. Screen Manufacturer:
  - 1. Johnson Screens, St. Paul, MN.

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2. Substitutions shall be permitted only after receiving written approval from the District Representative.
- B. Materials:
1. Spiral continuously wire wound type, Type 316 or 316L stainless steel.
  2. Rivets or bolts will not be permitted.
  3. Screen shall have a minimum collapse strength of 193 psi.
  4. Open screen area to permit a maximum average entrance velocity of 0.1 feet per second.
  5. Slot size to be determined by Contract and approved by District Representative.
- C. Blank Sections:
1. If screens are required to be installed in two (2) or more sections, the screens shall be connected with blank type 316 or 316L stainless steel pipe of not less than 0.167-inch wall thickness of the same diameter as the screen or tight wrap.
  2. If authorized by the Engineer, tight wrapped screening with a maximum opening of 0.001-inch may be used in lieu of blank stainless steel pipe wherever blank pipe is used.

### 2.04 GRAVEL PACK

- A. Contractor is responsible for the selection of the proper size openings and gravel sizes for the yield, drawdown and quality specified.
- B. Uniformity coefficient of gravel to be no more than 2.0. Contractor to provide sand and gravel charts to the Engineer.
- C. Material to be a high grade washed, graded and sterilized mixture of sand and gravel as supplied by US Silica or approved equal.

### 2.05 TELEVISION INSPECTION EQUIPMENT

- A. Television Camera: Color camera, high resolution with skids suitable for size of well, high intensity lamp, on video cable length counter, video tape recorder with sound track for commentary.
- B. Television inspection equipment: The television inspection equipment shall be specifically packaged for this purpose and shall include the following: a color video well camera, a video monitor, a video recorder with sound track for commentary, submersible camera light, camera skids, power control unit, continuous contact reel assembly, a footage meter, a camera system for taking still pictures and winches with a tow cable or hydraulically propelled hose. The Contractor shall also supply a generator for power, if necessary.
- C. The color video well camera used for the inspection shall have its own light source, be of the latest design and be specifically designed for such a well inspection. The lens focal length shall be adjustable from one (1) to infinity. The camera's focus shall be adjustable by remote control. The camera shall be operative in submerged conditions and shall be capable of viewing the casing and screen from a direction which is perpendicular to the casing and screen.
- D. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the well components. The light head circuit shall include a rheostat to vary the light's intensity. The lighting system shall be adjusted by remote control.
- E. To move the camera through the well, the Contractor shall use manual winches, power winches, T.V. cable, powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the well's screen condition.

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- F. The Contractor shall attach a footage meter to the T.V. cable to record reasonably accurate distance measurements for the purpose of locating defects in the well casing or screen. The footage meter shall have an error of no more than two (2) percent.
- G. The camera, television monitor and other components of the video system shall be capable of producing a minimum of 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer and, if unsatisfactory, equipment shall be removed and no payment made for unsatisfactory inspection.
- H. The technicians operating the television equipment shall be thoroughly experienced in the internal inspection of wells by means of closed circuit television. They shall be competent in the interpretation of conditions observed on the video screen and in the accurate description of the observed conditions.

### PART 3 - EXECUTION

#### 3.01 PRELIMINARY SCOPE

- A. The Contractor shall secure the applicable drilling and construction permits from NYSDEC prior to mobilization.
- B. The Riverhead Water District shall be notified a minimum of seventy-two hours prior to mobilization. The NYSDEC shall be notified in accordance with the permit requirements.
- C. Minimal to no clearing of undergrowth is expected. The existing fence will need to be removed to gain access to site. Where fence is removed, temporary fencing shall be erected and maintained until such time the existing fence can be reestablished.
- D. The water yield is the responsibility of the Contractor, who may deviate from the specifications with the written approval of the District or Engineer, provided that the permanency of the well is not lessened or drawdown increased by the proposed deviation.
- E. The Contractor shall be required to construct and erect appropriate noise barriers prior to the beginning of drilling operations and must remain in place for the duration of the project. The barrier should run the entire length of the work area and provide visual screenings as well as noise attenuation from nearby businesses, residences and roadways. As site conditions change during the course of construction, the Contractor shall adjust barriers accordingly.

#### 3.02 GENERAL METHOD OF CONSTRUCTION

- A. For purposes of bidding, the depth to the bottom of the well shall be as scheduled.
- B. The depth may be varied up or down, if the Engineer so directs, in which case the bid price shall be adjusted in accordance with the adjustment price bid per foot under the adjustment item provided in the PROPOSAL.
- C. The well shall be of partial double-cased construction. The screen shall be gravel packed and the screen area drilled by under reaming through the outer casing.
- D. The method of drilling shall be the reverse rotary hydraulic drilling or other method specifically approved by the District and Engineer ahead of construction. For the purposes of bidding, the method to be used shall be the reverse rotary hydraulic drilling and the bidder shall supplement his proposal with a list of equipment available by the bidder to construct the well in this manner.
- E. The static water level at the site is in the range of 8 to 15 feet below surface.



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- F. The contractor shall utilize a portable mud pit arrangement. Dug mud pits will not be permitted. Cuttings shall be disposed of off-site.
- G. The District maintains a fire hydrant approximately 250 feet from proposed well location on the same property. Drilling water as required will be limited to what can be obtained from a 4" diameter pipe when adequate supply is available. A reduced pressure zone assembly shall be installed on the supply piping and certified prior to use. Water is also available from the well house. In this instance, the contractor shall be responsible for tapping of existing water main.
- H. No clay, drilling mud, or similar mixture other than natural "ball-park" clay shall be introduced into the borehole at any time during the drilling process. No guar-gum or revert based drilling products are to be used at any time, and Contractors will not be permitted to set up a mud mixing gun when using the reverse circulation method.
- I. A hole shall be drilled at least 4-inches greater in diameter than the outer casing. The outer casing shall be installed in the drilled hole. The space outside the outer casing shall be filled with neat cement.
- J. A temporary steel surface casing, approximately 48" in diameter and a minimum of 12 feet long, or a greater length as otherwise required, shall be installed in the top part of the well to prevent unnecessary caving of the rotated hole.
- K. The water level within the rotated hole shall be maintained at all times at or near the surface to protect the rotated hole from failure.
- L. The screen zone shall be underreamed through the outer casing. No drilling mud shall be used during the underreaming. While underreaming the first 5 feet, the underreamer shall be lowered slowly enough that it fully extends. The minimum underreaming diameter shall be 36-inches.
- M. Well must be caliper logged after underream and prior to setting screen.
- N. Upon completion of underreaming, the screen and riser (inner casing) shall be installed. Sufficient guides shall be used to ensure that the screen and riser are in the center of the drilled hole.
- O. Upon completion of screen and riser installation, proceed with gravel pack installation.

### 3.03 PERMANENT STEEL CASING

- A. Casing shall be subject to field inspection by the District Representative prior to installation, and must have a label or imprint indicating compliance with ASTM specification A53.
- B. Welds to be continuous with fillets as deep as the depth of the metal.
- C. Visual weld inspections will be performed for each weld.
- D. Casing shall be cleaned of any rust, oil, grease, slag or scale for a distance of ½ inch from the welding edge.
- E. There shall be no valley or groove along the edge of or in the center of the weld. The deposited metal must be fused smoothly and uniformly into the pipe surface at the top of the joint by suitable means to prevent inclusion of impurities in clean casing of the weld metal.

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- F. The Contractor is prohibited from cutting holes or J-hooks in the side of the casing or riser so that it can be supported by metal rods while raising and lowering. Properly sized casing clamps must be used.
- G. Proper means shall be used to ensure perfect alignment of the well casing as each length is being welded into place. After each joint has been completed, the interior diameter shall be checked for size and corrected, if required, before lowering below the surface.

### 3.04 LOGGING, PLUMBNESS/ALIGNMENT, CALIPER LOG OF WELL

- A. Notification shall be given to the District representative prior to any testing being performed.
- B. As the proposed permanent well is to be constructed at a site on which a test well has previously been constructed, data previously obtained will be used as a guide in constructing the proposed well. During the drilling of the borehole by the reverse-rotary method, the driller shall keep a careful watch of the material coming from the well, obtain necessary wash samples and identify the various strata encountered with the test boring log as nearly as practicable, noting any changes in their drillers log.
- C. Washed or flume samples shall be taken in accordance with the best practice by methods approved by the District representative, which will secure as nearly as possible a representative sample. After necessary analysis has been completed by the Contractor and the District representative, the Contractor shall prepare typical specimens in properly labeled four-ounce, airtight, glass containers of each sample obtained while drilling for the permanent well. These samples together with a complete report, including an accurate geological section or description of the formation to the bottom of the permanent well, shall be delivered to the Engineer.
- D. All washed samples of the various strata encountered, in general, shall be taken at intervals of ten feet (10') and at pronounced changes in the character of the material encountered, starting at the present surface of the ground and continuing at such intervals to the bottom of the rotated hole. Perform screen or sieve analyses and graphs for the various cored samples in areas indicating possible water-bearing formations. Costs for the specimen collection, sieve analysis and logging shall be included in the Physical Testing Item in the PROPOSAL.
- E. The well shall be as plumb as possible. In no case will a well with a deviation from the vertical in excess of 6-inches per 100 feet of depth as measured to 150 feet from grade. The maximum horizontal variation allowed in either direction from a straight line constructed so as to minimize any deviations from this line shall be 2.5". The maximum total deviation shall be 5.0". The procedure to be followed in performing the tests shall be as outlined in AWWA A-100 (current edition).
- F. The well shall be sufficiently true to line that the pump can be set in absolutely true alignment. The pump shall be set so that it does not touch the casing either while running or not running. Under no circumstances will these requirements be waived.
- G. In order to demonstrate compliance with this requirement, the Contractor shall furnish all labor, material and equipment to run a test of the plumbness of the completed well. The test shall be under the direction of the District Representative. During borehole advancement, the District Representative reserves the right to require the Contractor to perform a plumbness and alignment test of the open borehole every 50 feet, if deemed necessary. For purposes of well acceptance, only the upper 120 feet on the final grouted casing shall be considered
- H. It is proposed to run geophysical logs in the open rotated hole for the permanent well after it has been drilled to the initial proposed depth and correlate the results of these logs with data previously obtained in order to verify the tentative depth and screen areas. In the event

## SECTION 331113 - PERMANENT WELL CONSTRUCTION - RWD

sufficient satisfactory screen areas have not been encountered, drilling of the pilot hole shall be resumed as directed by the Engineer. The final depth shall be predicated on additional logging as required.

- I. The uncased rotated hole is to be logged with a geophysical logger to determine the natural gamma radiation and the electrical resistivity of the formation from the surface to the bottom. Geophysical logging is the responsibility of the driller however the contractor must provide access to the USGS to perform similar testing.
- J. Plumbness and alignment testing and certification costs shall be included in the Physical Testing Item in the PROPOSAL.
- K. Caliper Log: Prior to installation of casing and after all materials have been removed from well, perform caliper log of borehole utilizing spring loaded device having a minimum of three (3) arms and be capable of measuring a borehole diameter up to 36 inches. The horizontal scale for the caliper plot shall be four inches of borehole diameter per inch of plot. The vertical depth scale shall be as required. The logging speed for the caliper shall be 40 feet per minute, unless otherwise approved. Continuous indication of hole diameter with depth. Provide written report to District representative indicating diameters and depths. Supplement measurements with weighted tape to locate gravel pack below top of riser. Costs for the caliper logging shall be included in the Physical Testing Item in the PROPOSAL.

### 3.05 CEMENT SEAL

- A. The annular space around the outer casing from the top of the fine sand cushion to a point fifteen feet below grade shall be filled with neat sand using a method approved by the District representative in the presence of the District representative. After satisfactory placement of this seal, the remaining annulus is to be filled with natural clay to grade. The Contractor must provide a manifest indicating the total quantity of neat cement used.
- B. The neat cement seal shall be placed in such a manner that it is forced upon the annular space from the bottom of the hole. If tremie pipes are used, they shall extend to a point a few feet above the top of the rising grout.

### 3.06 SCREEN INSTALLATION

- A. The screen and riser (inner casing) shall be placed concentrically inside the outer casing at the depth below the ground approved by or directed by the Engineer. A blank section of screen shall be attached by welding to each end of the screen.
- B. The bottom extension shall be sealed with a welded stainless steel plate.
- C. All work in connection with the furnishing and installation of the well screen shall be in accordance with the most modern practice, and the Contractor shall be responsible for the screen and its various parts from the time he purchases it until the completed well is accepted by the Owner.
- D. Screen and riser assembly shall be set into position using 6" flanged drilling rods to enable immediate airlifting of drilling fluid out of the newly constructed well once gravel pack is complete and prior to disconnecting drill rods from the top of the riser assembly

### 3.07 GRAVEL PACK INSTALLATION

- A. The Contractor shall be required to take necessary protective measures during delivery, storage, and installation of the gravel in order to eliminate the possibility of contamination by foreign objects.

## SECTION 331113 - PERMANENT WELL CONSTRUCTION - RWD

- B. Gravel shall be free of organics.
- C. Gravel may be stored in individual bags or "supersacks." Bulk gravel stored openly on the ground will not be accepted.
- D. Following the placing of the screen, the gravel and sand mix shall be fed in from the surface through pipes or by a method approved by the District Representative to fill the area about the screen and to the minimum depth as specified on the Contract Drawings, in the annular space between the inner and outer casings.
- E. Every precaution shall be adopted which will ensure the proper placing of the continuous filter medium without any separation of the material being introduced into the well.
- F. During the placement of the gravel in the underreamed area, reverse circulation shall be maintained by pumping through the screen by means of the drill stem attached with a watertight joint to the inner casing.
- G. Following the placement of the gravel, the screen and sump shall be air lifted to remove all gravel and/or sand.
- H. The required granular calcium hypochlorite and/or liquid sodium hypochlorite, or approved equal, for disinfection of the filter medium before placement, shall be furnished by and at the expense of the Contractor.

### 3.08 TV INSPECTION

- A. Upon completion of construction of the permanent well including placement of screen, riser, and gravel pack, the Contractor shall perform a television inspection of the new well.
- B. TV inspection: The Contractor shall flow water into the well at a rate of 10 - 20 gpm using a garden hose and commencing 24 hours prior to television inspection. Lower camera into well and make video recording with axial view as the camera is being lowered to the bottom and horizontal. Use rotating view as camera is being raised to the top. Include camera depth at key locations and discussion of any problems observed on narration. The Contractor shall move the camera through the well at a uniform rate, stopping when necessary to insure proper documentation of the well components' condition. In no case will the television camera be moved at a speed greater than 30 feet per minute. Stop the camera at critical areas including joints, changes in material, k-packers (as applicable), possible defects, and well depths concerning any transitional points in the screen. Upon completion, provide the District Representative with two (2) DVD copies of the television inspection video. Costs for the TV inspection shall be included in the Physical Testing Item in the PROPOSAL.
- C. The camera used for the television inspection is to be a high resolution, color camera and must have a combination lens for axial and horizontal viewing. Take measures to ensure that the image is clear with all details made discernible when viewed.
- D. Recording of the well video inspection must include indication of the elevation in relation to the top of the well base at any point in time. Distance measurements, as indicated in the recording, must not exceed half-foot intervals.
- E. The Contractor will be required to provide a service rig or other means to bail the finished well immediately after the completion of the video log. If the entire length of the screen cannot be video logged due to the presence of sand, the Contractor shall be required to perform the log again at his expense.

3.09 DISINFECTION OF GRAVEL PACK & RISER

- A. After the well has been constructed and before the test pumping begins it shall be thoroughly cleaned of all foreign substances and articles and all sediment shall be bailed from the screen.
- B. The water produced from the well shall be clear, free from sand and clay, and shall have a physical and bacteriological quality acceptable to Suffolk County Department of Health Services and New York State Department of Health.
- C. A solution of approximately 2 gallons of liquid sodium hypochlorite and 4 pounds of granular sulfamic acid ("DPA" or approved equal) per 1000 gallons of water shall be introduced into the well until a total of three well volumes have been injected. The well screen, riser, and casing shall then be disinfected by either high velocity water jetting or by surging.
  - 1. For the jetting procedure, a submersible deep well turbine pump is to be set inside the well, a high pressure discharge hose, and a column of 2"-diameter pipe attached to a jetting tool at the bottom. The jetting tool shall be one inch smaller in diameter than the inside diameter of the well screen, and shall have at least four jetting nozzles spaced equally around the circumference of the tool. Two complete passes of the entire well shall be made.
  - 2. Time taken to perform this procedures shall be included in the bid price for Permanent Well Construction in the PROPOSAL.
- D. The Contractor is responsible for furnishing a well that is free of bacterial contamination and disinfection by-products as determined by the approved laboratory. Any additional pumping time required to obtain two (2) consecutive samples or remove disinfection by-products shall be performed at the contractor's expense.
- E. Provide as required a test pump to facilitate obtaining all water samples.

3.10 DEVELOPMENT

- A. Provide all equipment necessary for proper development of the well. Development shall be accomplished with a deep water turbine pump and surge block that fits within the screen and riser.
- B. The Contractor shall furnish his own pump and orifice or metering equipment for the development. The orifice and metering equipment shall be installed only after inspection and approval by the District Representative. Allow District Representative the opportunity to witness and verify readings of orifice meter and other instrumentation during development.
- C. The pump shall be capable of pumping not less than 25 percent more gpm than the well capacity to be developed, but the rate and time required for the pumping shall be as deemed necessary by the Contractor and the District Representative.
- D. The Contractor shall exercise extreme care in performing the work to prevent breakdown and caving in of the overlying strata.
- E. Prior to setting of test pump, the well shall be solid block surged and bailed until gravel pack no longer enters well during surging and to insure that development by surging and pumping does not cause gravel pack to enter well and sand lock surge block inside of the completed well.
- F. Operation of the pump shall be either continuous or intermittent as required and shall be so arranged that the pump may revolve freely backward to facilitate backwashing.

SECTION 331113 - PERMANENT WELL CONSTRUCTION - RWD

- G. Development will required surge blocking of well for 10 minutes with a minimum of 5 feet stroke. Following initial surge, block shall be lowered into sump of well and pump shall be installed and run at a discharge rate of 300 gpm for at least one hour. This process shall be continued with discharge rate being increased by 300 gpm each time until final rate of 1500 gpm is obtained.
- H. The development shall be continued for at least 150 hours at the direction of the District Representative and until:
  - 1. Water contains no evidence of sand or gravel at ten (10) minutes after performance of two (2) backwashes at 1500 GPM. The well shall continue to remain sand-free after the initial ten (10) minute sample is taken.
  - 2. A maximum turbidity of 5 NTU measured between 15 and 30 minutes after starting pump and a maximum turbidity of 1 NTU measured 30 minutes or more after starting pump, as measured with a nephelometer.
  - 3. The specific capacity of the well has stabilized.
- I. The well will not be accepted by the Owner until the turbidity and sand content meet these requirements, and the well is completely free of bacterial contamination and disinfection by-products.
- J. Any pumping required to meet the acceptable standards, over and above the basic 150 pumping hours (with the exception of bacterial contamination or disinfection by-products), shall be considered additional and paid for under the paid for under the Development & Pumping Adjustment Item. It should be understood that the District shall receive a credit for all time under 150 hours if the well meets the prescribed turbidity standards prior to the basic 150 hour period.
- K. Testing the well for sand is independent of testing for turbidity. There shall be no time limit on this development. There shall be no compensation for development of the well to eliminate sand, but credit shall be taken by the District for all pumping time done after the well goes below five (5) N.T.U. turbidity until the 150-hour basic time is reached.
- L. Tests shall be conducted by running sample tap wide open into a 5-gallon bucket from prior to starting of well and including 10 minutes of run time. Sand and gravel accumulation at the bottom for the bucket shall be less than one grain of gravel and 5 grains of fine sand.
- M. Upon completion of the development and pumping of the well, the Contractor shall notify the Engineer in writing that the well is ready for its final test.
- N. Costs for the development of the new well shall be included in the Permanent Well Construction Item in the PROPOSAL.
- O. At the sole discretion of the District Representative, at various points during the development of this well, the District Representative may wish to develop the well by surging with a surge block. The Contractor will be required to furnish the appropriate sized hollow and solid surge blocks. The well shall be surged and bailed, with the initial surging time being thirty minutes. The Contractor shall surge and bail the screen in sections, ultimately surging throughout the entire length of the screen.
  - 1. An accurate record of sand intake shall be maintained by the Contractor. The well will not be surged if the screen is more than 1/3 full of sand. The surging will be alternated with pumping as required. Included in this procedure is removal and reinstallation of the test pump if required.
- P. The costs of the well by surging shall be included in the Permanent Well Development item of the PROPOSAL.

## 3.11 FINAL WELL TEST

- A. Well testing shall not commence until the well has been fully developed. After the well has been accepted as being satisfactory for use, the Contractor shall conduct an eight (8) hour continuous test to determine the characteristics of the well, including, but not limited to, yield, flow, pumping level, drawdown, and specific capacity each hour.
- B. The eight (8) hour test may be conducted simultaneously with water quality sampling, as per the discretion of the District Representative.
- C. Prior to testing the Contractor shall document the static water level.
- D. The Contractor shall record the flow for the entire test period. The Contractor shall monitor and document flow and drawdown at intervals listed below or as directed by the District Representative and plot a drawdown curve for submittal in yield test report:

TIME INTERVALS FOR MEASURE DRAWDOWN OR RECOVERY	
TIME FROM START OF PUMPING (MINUTES)	TIME INTERVALS BETWEEN MEASUREMENTS (MINUTES)
0 - 5	0.50
5 - 15	1
15 - 60	5
60 - 540 (8 Hrs.)	30

- E. Upon completion of the test, begin well recovery measurements at the time intervals listed above. Continue recovery measurements until the water level has returned to normal (pretest) static level. If full recovery is not reached within 6 hours, continue taking measurements until 85% recovery is attained. Plot the recovery curve and submit the curve in the yield test report.
- F. Samples of water for analysis will be taken at the end of the eight (8) hour period or as directed by the District Representative. If, at any time, the quality of water as specified in SECTION 3.10 of this specification is not met, the run may be stopped and a new test made when the condition has been corrected.
- G. No additional compensation shall be allowed to the Contractor for any work done in redeveloping or reconstructing the well as set forth herein.
- H. The Water District representative shall perform the sampling of the well at their discretion. The Contractor shall have a representative present to assist the District in attaining the appropriate samples.
- I. If the District so chooses, the Contractor shall arrange for the delivery of water quality samples from the site to a laboratory chosen by the Water District. The laboratory shall be located on Long Island. Costs for mileage to and from the lab shall be included in the Mileage Reimbursement Contingency Item the PROPOSAL.
- J. Well acceptance shall depend on satisfactory bacteriological analysis, during which the well must be free of bacteria and disinfection by-products for two (2) consecutive days of sampling at 1500 GPM. Bacteria samples each day shall be taken after two (2) hours of pumping. If any of the samples during the two-day sequence is positive for the presence of bacteria, the well shall be chlorinated and the bacteria sampling procedure shall be repeated at the Contractor's expense.
- K. Additional pumping to eliminate bacteria or disinfection by-products shall be at the Contractor's expense.

## SECTION 331113 - PERMANENT WELL CONSTRUCTION - RWD

- L. The Contractor may propose the use of an alternative disinfectant to chlorine. A sample of said alternative shall be provided prior to use, and its acceptance shall be at the discretion of the District Representative.

### 3.12 DISPOSAL OF WATER AND CLEANUP

- A. Contractor shall provide for the draining and disposal of all water, sand and waste during drilling, developing, and testing operations; and shall leave the site in clean condition upon completion of all work.
- B. No water shall be allowed to flow upon public streets without a permit or if the temperature is below 32 degrees Fahrenheit. No water shall be allowed to flow on private property at any time. The Contractor must ensure that no damage is done to surrounding property, and if damage is caused by his operations, the Contractor shall hold the District harmless from any and all such claims and shall restore any damaged areas to the original condition.
- C. The site is not sufficiently sized to permit water to be wasted on the surface. The Contractor is required to familiarize himself with the well field and its surroundings, especially with regard to its ability to accept water during extensive test pumping, and the locations of any nearby structures or drains that may be impacted.
- D. The Contractor will be permitted to utilize the on-site blow-off basin. The Contractor must restore the basin to the satisfaction of the District Representative and at his expense, including removal of fine-grained material from bottom of basin and drainage rings (if applicable), regrading and shaping, regardless of its condition prior to use by the Contractor.
- E. Failure of any basins or drains to perform as intended shall not exempt the Contractor from his responsibilities.
- F. Proper protection shall be provided for traffic and pedestrians at all times, and the work done on the premises or in other areas shall comply with the rules and regulations of the authorities having jurisdiction thereof.
- G. The Contractor shall furnish and connect the pump discharge hose or piping to a settling tank or box for preventing areas from being eroded excessively, and sand from going into sewers or undesired areas.
- H. During all pumping periods, the installation shall include a  $\frac{3}{4}$ -inch stilling tube or other approved means of determining the static and pumping levels and satisfactory equipment for measuring the delivery of the well.
- I. All equipment shall be so reliable that it may be operated continuously for a day or more.
- J. The Contractor shall include a description of his proposed method of disposal of water pumped during development and testing of the well.
- K. It shall be directly understood that water disposal is the sole responsibility of the Contractor, and that the District shall under no circumstances be held responsible for property damage from anything related to the disposal of the water including, but not limited to erosion, flooding, iron staining, freezing, etc.
- L. Neutralize all chlorinated water prior to disposal.
- M. The Contractor shall be required to obtain any and all permits required for the disposal of water.



3.13 CAPPING

- A. At all times during the progress of the work, the Contractor shall protect the well in such manner as to effectively prevent either tampering with the well or foreign matter entering the well.
- B. After installation of the well casing and acceptance of the well by the District, the Contractor shall weld a steel plate to the top of the well casing to protect the well tampering until the construction of the pump station is completed. It is unacceptable to attempt to protect the well by any other means than with a welded steel cap.
- C. The well casing shall be left at approximately 36" above surrounding grade.
- D. The surface casing shall be removed to a minimum of 6 feet below proposed finished floor.
- E. Upon completion of the well casing and upon demobilization from site, all disturbed areas shall be rough graded to the satisfaction of the District or Engineer. Excess fill or remnants of drilling fluids shall be removed from site.
- F. Written notification will be provided to the Contractor as to commencing installation of the new well pump and completion of work based on the progress of pump station construction.

3.14 PROTECTION

- A. Protect well and accessories from damage and contamination until project are accepted by the Owner.

3.15 POWER GENERATION

- A. Contractor shall supply the appropriate generator/power source to complete all well development, construction, and testing as outlined, at no additional cost to the owner.
- B. Power generator shall comply with Town/District noise ordinances and/or provide acoustical methods to suppress noise.
- C. Power generator shall not become a nuisance to neighbors or Town/District personnel.
- D. Contractor shall replace power generator if in the opinion of the District Representative, it is deemed a nuisance, whether it is noise, air emissions, efficiency, etc.

**END OF SECTION 331113**

APPENDIX A  
NYSDEC WELL PERMIT

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 1

SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790

P: (631) 444-0365 | F: (631) 444-0360

[www.dec.ny.gov](http://www.dec.ny.gov)

July 19, 2023

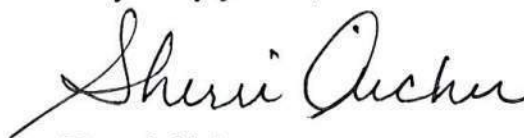
Riverhead Water District  
1035 Pulaski St.  
Riverhead, NY 11901

RE: Permit# 1-4730-01821/00001

Dear Permittee:

It has been brought to the attention of this Department that there was an error in the description of the Authorized Activity provided in the referenced permit, issued on 7/3/23. A corrected Page 1 of the Permit is enclosed with this letter. If you have any questions, please contact me at [sherri.aicher@dec.ny.gov](mailto:sherri.aicher@dec.ny.gov) or (631) 444-0403.

Very truly yours,



Sherri Aicher  
Regional Permit Administrator

Enclosure



Department of  
Environmental  
Conservation



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
RIVERHEAD WATER DISTRICT  
1035 PULASKI ST  
RIVERHEAD, NY 11901  
(631) 727-3205

**Facility:**  
Pulaski St Well Field Plant 2 (Well 2A)  
1144 Pulaski St|0600-125-1-4003  
Riverhead, NY 11901

**Facility Application Contact:**  
H2M CORP  
290 BROADHOLLOW RD STE 400E  
MELVILLE, NY 11747  
(631) 756-8000

**Facility Location:** in RIVERHEAD in SUFFOLK COUNTY

**Facility Principal Reference Point:** NYTM-E: 695.268    NYTM-N: 4532.459  
Latitude: 40°55'11.8" Longitude: 72°40'51.9"

**Authorized Activity:** WW012489 – The installation and operation of one (1) 20" x 10" diameter replacement public supply well (Well No. 2A) and the continued operation of Well 1A and 3A (S108348 and S111777, respectively, formerly WW009370) at the Pulaski Street Well Field in the Town of Riverhead. Well 2A will be constructed to a depth of approximately 300 feet below grade and equipped with a pumping capacity of 1,200 gallons per minute. Existing Well No. 2 (S007261, WW009370) shall be properly sealed and decommissioned in accordance with NYSDEC Water Well Decommissioning specifications within 365 days of completion of Well No. 2A. Notification must be provided to the DEC once the well has been decommissioned. This permit will supersede the former permits for these wells and any subsequent renewals.

**Permit Authorizations**

**Water Withdrawal Public - Under Article 15, Title 15**  
Permit ID 1-4730-01821/00001

New Permit

Effective Date: 7/3/2023

Expiration Date: 7/2/2033



### NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SHERRI L AICHER, Regional Permit Administrator

Address: NYSDEC Region 1 Headquarters  
SUNY @ Stony Brook|50 Circle Rd  
Stony Brook, NY 11790 -3409

Authorized Signature: \_\_\_\_\_

*Sherri L. Aicher*

Date 7 / 3 / 2023

### Distribution List

H2M CORP

### Permit Components

WATER WITHDRAWAL PUBLIC PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### WATER WITHDRAWAL PUBLIC PERMIT CONDITIONS

**1. Well Field Source Approvals Tables** This table summarizes all source approvals at the wellfield

Well Field or Source of Water Supply	NYSDEC Well Number	Well Field Well Number	Status	Former WSA/WWA Number	Individual Source Capacities (gpm)
Pulaski Street	S108348	1A	Active	WW009370	1,000
	S007261	2	To be decommissioned upon installation of proposed Well 2a	WW009370	1,000
	Not assigned yet	2A	Not yet installed	Not applicable	1,200
	S111777	3A	Active	WW009370	1,000



**2. Approval of Plans by NYS DOH** Contract plans and specifications, or changes thereto, for a public water supply system for which a permit has been issued by the Department are subject to review and approval by the Department of Health prior to the commencement of construction.

**3. Protect from Pollution** The well and well site shall be constructed in such a manner as to prevent pollution from entering the well.

**4. Enclose and Protect Pumping Facilities** The physical pumping facilities and controls at any well site approved herein shall be protected against damage or tampering either by a fence or other suitable enclosure or by their manner of construction and installation.

**5. Meter All Sources and Customers** The permittee must install and maintain meters on all sources of supply used in the system and on all customer service connections supplied by the system. Source master meters are to be read, and records kept of those readings on a weekly basis. At a minimum, customer service meters are to be read, and records kept of those readings, at least once per year. The permittee must maintain records of production (master meter readings) and consumption (service meter readings) for each calendar year.

**6. Water Sampled and Approved by NYSDOH and SCDHS** Before any water from the source(s) approved herein may be used for any purpose, the permittee shall collect and analyze a sample of the water from each source and shall submit the results of such analyses to the NYS Department of Health (NYSDOH) and Suffolk County Department of Health Services (SCDHS).

**7. Comply with Health Department** Prior to utilizing the water from this well for any purpose, the Permittee must comply with all requirements of the New York State and Suffolk County Health Departments.

**8. Approval of Completed Works from NYSDOH** The water withdrawal permittee shall submit to the Department a copy of the Approval of Completed Works issued by the Department of Health before the commencement of final operation of the water withdrawal system.

**9. Monthly and Annual Pumpage** The amount of pumpage must be recorded and reported to this Department on a monthly and annual basis. Monthly pumpage reports must be submitted to the Department within thirty (30) days of the end of the calendar month for which pumpage is reported. Annual pumpage reports must be submitted to the Department within thirty (30) days of the end of the calendar year (February 1) for which pumpage is reported. Included in the monthly and annual pumpage reports shall be the name and the total amount of pumpage supplied to, or received from, other water supply districts.

**10. Permittee Must Maintain Records** The permittee must retain records of production and consumption, reports of audit results, and summaries of leaks detected and repaired for at least ten years. The permittee must provide copies of such of these records, reports, and summaries as might be requested in writing by the Department within one month of receiving such a request.

**11. Chloride Sampling** The proposed and existing supply wells at the Pulaski Street Well Field (Well 1A, Well 2A, and Well 3A) must be sampled for chlorides quarterly. Baseline samples shall be collected before the new well is placed into service.



**12. Sampling Reports** Chloride analytical sampling reports must be submitted to the Department on a quarterly basis. Summary reports must be submitted in excel format and must include concentrations of all samples collected to date and a graph of chloride concentrations with monthly pumpage volumes. In addition, laboratory reports must be submitted.

**13. Chloride Trends** The Department reserves the right to require installation and sampling of monitoring wells, additional geophysical analysis, and/or reduction or restriction of pumpage, should increasing chloride concentrations be observed in the supply and/or monitoring wells. The Department also reserves the right to set/modify the chloride action level/limits for this well field, if deemed necessary by the Department, in order to protect the aquifer.

**14. Monitoring Well Geophysical Surveys** The Well No. 17 Groundwater Sampling Protocol dated June 7, 2023 concerning outpost monitoring well S136225 shall be incorporated by reference into this permit condition and made an enforceable part of this permit. The sampling protocol includes a schedule for periodic geophysical monitoring and chloride sampling at this outpost monitoring well. An annual report including summary and analysis evaluating the Pulaski Street Well Fields impact to saltwater intrusion must be submitted to the Department by December 31 each year.

**15. Well 2 Decommissioning** The existing Well 2 (S007261, WW009370) shall be properly sealed and decommissioned in accordance with NYSDEC water well decommissioning specifications within 365 days of the completion of proposed Well 2A. The Permittee must notify the Department in writing within 30 days following decommissioning of the wells. At no time may Well 2 and the proposed Well 2A be pumped simultaneously.

**16. Transfer of Ownership of Water Withdrawal Systems** Unless otherwise specified in this permit, a new water withdrawal permit application is required for the acquisition or condemnation of the approved water withdrawal system.

**17. Well 2A Decommissioning** Should the permitted well(s) no longer be utilized, the well(s) must be properly decommissioned in accordance with the Department's Water Supply Well Decommissioning specifications and the Department must be notified in writing at the address below:

NYSDEC  
Division of Water  
Stony Brook University  
50 Circle Road  
Stony Brook, NY 11790-3409

**18. Permit Expiration and Renewal** Any permittee who intends to continue to operate a water withdrawal system beyond the period of time covered in the applicable water withdrawal permit must apply for a renewal of the permit at least 30 days prior to its expiration.



**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 1 Headquarters  
SUNY @ Stony Brook|50 Circle Rd  
Stony Brook, NY11790 -3409

**4. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;





- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**5. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

## APPENDIX B

### EXISTING WELL COMPLETION REPORTS

County Suffolk

ORIGINAL TO COMMISSION WSA 7261

Well No. 5-7261  
(on preliminary report)State of New York  
Department of Conservation  
Division of Water Power and Control

LOG

Ground Surf., El. \_\_\_\_\_ ft. above sea

A \_\_\_\_\_ ft.

V \_\_\_\_\_ ft.  
Top of Well

## COMPLETION REPORT—LONG ISLAND WELLS

Owner Riverhead Water DistrictAddress 220 Rasmussen Ave. Riverhead L.I.Location of well Pulaski St. Riverhead L.I.Depth below surface 140 feetDepth to water: Ground water 8.5 ft.; Finished well 140 ft.

## CASINGS:

Diameter 30" ext. in 12" inside in in inLength 10 ft 10 ft ft ftSealing 109 ft.Casings removed 50 ft.SCREENS: Make Johnson Openings 50Diameter 12 in in in inLength 50 ft ft ft ftDepth to top from top of casing 109 ft. ftPUMPING TEST: Date 11/7/50 Test or permanent pump? TestDuration of Test \_\_\_\_\_ days 10 hoursMaximum Discharge 1016 gallons per minuteStatic Level Prior to Test 8 ft 5 in below top of casingLevel during Max. Pumping 82 ft 5 in below top of casingMaximum Drawdown 74 ft

Approx. time of return to normal level after cessation

of pumping \_\_\_\_\_ hours 2 minutes

## PUMP INSTALLED:

Type Turbine Make Deering Model No. 4700Motive power 1000 Make Caterpillar H.P. 80Capacity 1000 g.p.m. against 200 ft. of discharge headNo. bowls or stages 16 224 ft. of total head

## DROP LINE:

## SUCTION LINE:

Diameter \_\_\_\_\_ in in

Length \_\_\_\_\_ ft ft

Use of water Domestic SupplyWork started Nov. 7, 1948 Completed Nov. 3, 1950Date Nov. 21, 1950 Driller Raymond J. ZamblerLicense No. 52

NOTE: Show log of well—materials encountered, with depth below ground surface, water-bearing beds and water levels in each, casings, screens, pump, additional pumping tests and other matters of interest. Describe repair job.

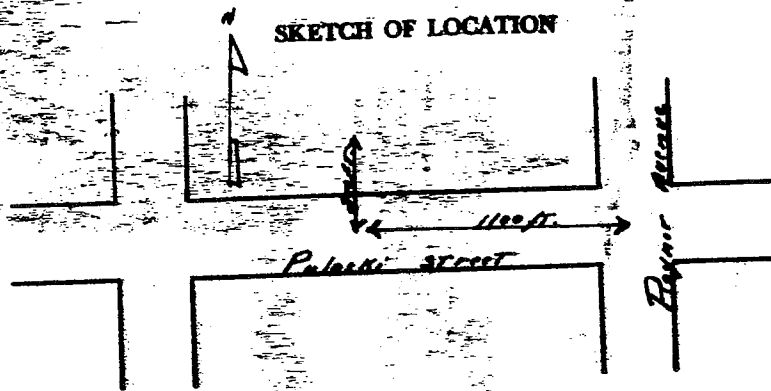
See Instructions as to Well Drillers' Licenses and Reports—pp. 5-7.

STATE OF NEW YORK  
WATER POWER AND

NOV 24 1950

CONTROL COMMISSION  
RECEIVED

log is on attached sheet



Locate well with respect to at least two streets or roads, showing distance from corner and front of lot.

Show North Point

# Raymond Lumber

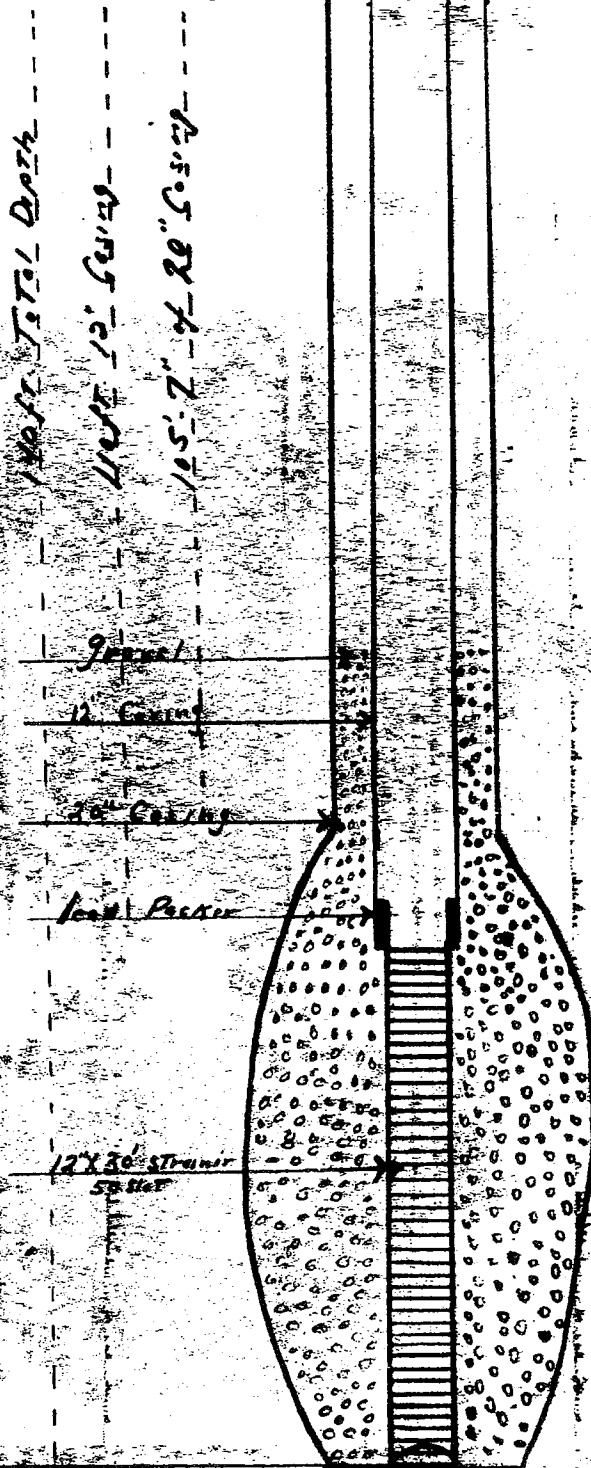
RIVERHEAD, NEW YORK

5-7261

PLUMBING

FARM IRRIGATION

HEATING



0 - To - 10'	62' - To - 67' 3"
Brown Sand	Coarse light brown sand with gravel
10' - To - 17'	67' 3" - To - 69' 2"
Coarse brown Sand with gravel	Coarse light brown sand with gravel
17' - To - 19'	69' 2" - To - 71' 2"
Coarse brown Sand with gravel	gray clay
19' - To - 21'	71' 2" - To - 73' 2"
fine brown Sand	with stone
21' - To - 24' 7"	73' 2" - To - 75' 2"
Coarse brown Sand	brown sand with gravel
24' 7" - To - 22'	75' 2" - To - 78' 2"
Coarse light gray Sand	fine brown sand with clay and gravel
22' - To - 24' 7"	78' 2" - To - 80'
Coarse gray Sand	Coarse gravel
24' 7" - To - 26' 4"	80' - To - 87'
fine brown Sand	gray clay with gravel
26' 4" - To - 32' 7"	87' - To - 89'
fine brown Sand	Coarse gravel Sand with gravel
32' 7" - To - 35'	89' - To - 99'
light brown Sand	fine gray sand with small gravel
35' - To - 39'	99' - To - 101'
Coarse gray Sand	fine gray sand with small gravel
39' - To - 41'	101' - To - 105'
Coarse Sand with gravel	fine brown sand with gravel
41' - To - 42'	105' - To - 110'
fine gray Sand	fine brown sand with gravel
42' - To - 46'	110' - To - 120'
Coarse brown Sand with gravel	light brown sand with gravel
46' - To - 53' 5"	120' - To - 134' 6"
fine gray Sand	gray sand with gray clay
53' 5" - To - 55'	134' 6" - To - 140'
fine gray Sand	Coarse brown Sand
55' - To - 56' 5"	
Coarse light brown Sand	
56' 5" - To - 62'	
Coarse light brown Sand	

APPENDIX C

LOG OF MONITORING WELL



