



architects + engineers

CONTRACT AND SPECIFICATIONS

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



MECHANICAL MAINTENANCE AND EMERGENCY SERVICES CONTRACT

Project No: RDWD2302 (M)

TOWN SUPERVISOR

Yvette Aguiar

TOWN BOARD

Frank Beyrodt
Kenneth Rothwell
Robert Kern
Timothy Hubbard

SUPERINTENDENT

Frank Mancini

ASSISTANT SUPERINTENDENT

John Flynn

TOWN CLERK

Diane Wilhelm

NOVEMBER 2023

H2M architects + engineers

538 Broad Hollow Rd, 4th Floor East
Melville, NY 11747

tel 631.756.8000 **fax** 631.694.4122

www.h2m.com

TABLE OF CONTENTS**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

001113	NOTICE TO BIDDERS
002113	INFORMATION FOR BIDDERS
004105	BIDDER'S DECLARATION
004116	PROPOSAL
004313	BID SECURITY
004350	APPROVAL OF SUBCONTRACTORS/SUBCONTRACT LIMITS
004355	INDEMNITY, LIMITATION OF LIABILITY
004519	NON-COLLUSIVE BIDDING CERTIFICATE
004546	VENDOR RESPONSIBILITY QUESTIONNAIRE
004547	IRAN DIVESTMENT ACT CERTIFICATION
004548	STATEMENT ON SEXUAL HARASSMENT PREVENTION
004550	QUALIFICATION OF BIDDERS
005209	CONTRACT
007200	GENERAL CONDITIONS
007343	WAGE RATES

DIVISION 01 - GENERAL REQUIREMENTS

011100	SUMMARY OF WORK
011400	WORK RESTRICTIONS
012900	PAYMENT PROCEDURES
014100	REGULATORY REQUIREMENTS

DIVISION 22 - PLUMBING

221113	FACILITY PIPING
--------	-----------------

DIVISION 33 - UTILITIES

331140	DISINFECTION OF WATER FACILITIES
--------	----------------------------------

DIVISION 40 - PROCESS INTEGRATION

402323	POTABLE WATER PROCESS PIPING
402324	VALVES AND VALVE ACCESSORIES

APPENDICES

APPENDIX A – WORK ORDER FORM
APPENDIX B – EXISTING WATER SUPPLY WELLS
EXISTING WATER STORAGE FACILITIES
EXISTING BOOSTER STORAGE FACILITIES
EXISTING TREATMENT FACILITY
APPENDIX C – PREVENTATIVE MAINTENANCE SCHEDULE

The Town Board of the Town of Riverhead on behalf of the Riverhead Water District will receive bids for:

ANNUAL MAINTENANCE AND EMERGENCY SERVICES CONTRACTS:

**ELECTRICAL
MECHANICAL
HYDRAULIC CONTROL VALVE
PROCESS CONTROL SYSTEM
WATER DISTRIBUTION SYSTEM
DIRECTIONAL DRILLING SERVICES**

PROJECT NO. RDWD2302

Bids will be received at the office of the Town Clerk, Riverhead Town Hall, 4 West Second Street, Riverhead, New York 11901, until **11:00 AM**, on **Thursday, December 7, 2023** at which time and place all bids will be publicly opened and read aloud.

Specifications may be examined on or after **November 16, 2023** by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Online Services -> Bids". Specifications are available in electronic format only and can only be downloaded from the aforementioned website. Specifications 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 Owner reserves the right 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: **NOVEMBER 16, 2023**

END OF SECTION 001113

BIDS FOR PROJECT

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

**RIVERHEAD WATER DISTRICT
MECHANICAL MAINTENANCE AND EMERGENCY SERVICES CONTRACT
PROJECT NO.: RDWD2302 (M)**

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, Town Hall, 4 West Second Street, Riverhead, New York, not later than **11:00 A.M. prevailing time, on Thursday, December 7, 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. 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, "PROJECT NO.: RDWD2302 (M), MECHANICAL MAINTENANCE AND EMERGENCY SERVICES CONTRACT FOR THE RIVERHEAD WATER DISTRICT, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK", but otherwise unmarked.

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

CONTRACT AND SPECIFICATIONS

Specifications may be examined on or after **Thursday, November 16, 2023** by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Online Services -> Bids".

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

Individual sites are open for inspection by bidders. Such site visits shall be scheduled through the District. The District shall reserve the right to reject request if not made 48 hours in advance.

Work will be performed at the Riverhead Water District's well plants, water storage tanks and booster stations and facilities of the Riverhead Water District, Riverhead, New York. Bidders shall be generally familiar with conditions that may be encountered.

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.

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, as the case may be, 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 the Total Project Cost reported differs from the sum of all individual items, the sum of all individual items 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 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. The Board reserves the right to reject any and all bids which do not conform to the Proposal.
- (2) 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.

- (3) 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.
- (4) 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 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 BOND

The Contractor shall furnish a Performance Bond, Labor and Materials 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 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 insurances and 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.

RESPONSIBILITY OF BIDDER

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 date of the Town's approval of the final payment request.

LABOR RATES

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 to access the prevailing wage schedule (See Section 007343 - Wage Rates for PRC #2023011540). 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 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

BIDDER'S DECLARATION:

The undersigned, 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 or 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 and the Contract Documents; and fully understands all the same; and it proposes and agrees, if this proposal is accepted, it will contract with the Riverhead Water District in the Contract accompanying this bid to furnish all the material, implements, etc., and perform all the work required in accordance with the Contract Documents; and it will accept in full payment therefore the following sums to wit:

Acknowledgement that the foregoing Bidder's Declaration is true and factual.

SIGNATURE	PRINT NAME	TITLE	DATE
-----------	------------	-------	------

END OF SECTION 004105

MECHANICAL MAINTENANCE AND
EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (M)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: NOVEMBER 2, 2023

**MECHANICAL MAINTENANCE AND EMERGENCY SERVICES CONTRACT
SCOPE OF WORK AND PROPOSAL**

I. Location of Work

Various locations including the well plants, water storage tanks, booster stations and facilities of the Riverhead Water District, Riverhead, New York.

II. Scope of Work

Perform scheduled and emergency mechanical maintenance and repair services for the Riverhead Water District facilities in accordance with the requirements stipulated herein and all prevailing federal, state, and local safety and labor regulations.

1. Services may include but are not limited to valve repair and installation, disinfection equipment repair and installation, pH adjustment equipment repair and installation, sequestering agent equipment repair and installation, and repair and installation of other related piping and equipment work.
2. Perform scheduled preventative maintenance on mechanical equipment as described below.
3. ***Work will be performed on an as-needed basis when authorized by the Water District in writing.*** The District will fax a Work Order outlining the location and nature of the work to be performed.
4. Scheduled maintenance or repair is non-emergency work and will be scheduled by the District at least 48 hours in advance of the start of the work.
5. Emergency service shall be provided to the Water District on a request basis. For emergency service the Contractor shall report to the site in need of service within three (3) hours after notification from the Water District.
6. Notification from the Water District may also be via phone call (for emergency work) and a fax transmission of the work order for the service requested. A copy of the work order form is included in Appendix A.
7. Contractor will be required to maintain the proper bonds and insurance as specified herein. The Performance Bond shall remain in full force and effect for a period of one (1) year after the date of the bond. 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.
8. Contractor shall provide District with dimensional sketch of all work performed for the District's records prior to payment authorization.

III. Specifications

This contract is for the provision of mechanical maintenance and service, both scheduled and emergency, at the facilities of the Riverhead Water District.

MECHANICAL MAINTENANCE AND
EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (M)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: NOVEMBER 2, 2023

1. The Contractor shall have a demonstrable, minimum of ten (10) years experience in the water field, with specific knowledge of in plant piping, fittings, valves (control valves, check valves, gate valves, globe valves, ball valves, etc), chemical treatment systems, chemical storage systems, building systems (non-electrical), and troubleshooting.
2. The Contractor shall have sufficient qualified personnel and equipment to provide emergency service within three (3) hours of notification. These services shall not be subcontracted out.
3. Routine and emergency service is expected to center around, but not be limited to, the troubleshooting and repair of well site and water storage site mechanical equipment and plumbing problems, malfunctioning well and booster pump components and the adjustment, repair or replacement of other mechanical equipment. Additionally, there shall be mechanical and plumbing repairs and installations in the office and garage areas of the Administration Building, and District Maintenance buildings.
4. A Preventative Maintenance Inspection Program is an integral part of this contract. The Preventative Maintenance Inspection Program is designed to detect and remediate existing or potential problems in the mechanical/plumbing systems of the District's well, booster and water storage sites.
5. The Preventative Maintenance Program work effort shall not exceed six (6) hours for each plant site. If for any reason additional hours are required to complete Preventative Maintenance at a site, approval must first be obtained from the District Superintendent.
6. At all sites, Preventative Maintenance must be performed annually between January 1 and April 30.
7. Contractor shall be required to provide written notification on the number of hours worked and a description of the work within 24 hours of providing service. Failure to provide this written account may subject the Contractor not being reimbursed for a portion or all of the claimed effort.
8. Invoices submitted to the District for payment must be itemized to show hourly labor rate, total labor hours, and material charges. When any single item of material costs in excess of \$500.00, the Contractor must include a copy of the Contractor's original material invoice. An additional 15% of this cost for handling, profit, and overhead may be added to that item's cost. **Invoice payment will not be made without this information.**
9. For Preventative Maintenance Inspections, see checklist in Appendix C. Checklist must be properly completed and submitted with the Contractor's payment invoice. **Invoice payment will not be made without this information.**
10. The contractor shall abide with the terms of the District's Energy Control/Lock Out Tag, Out Program, the Contractor's own Energy Control/Lock Out, Tag Out Program and all other provisions of the governing law in order to protect its own employees as well as those of the District.
11. Contractor shall comply with all OSHA regulations relative to safe operations of his work. Submit all employee OSHA certification cards prior to employees accessing site and with each payment request.

MECHANICAL MAINTENANCE AND
EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (M)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: NOVEMBER 2, 2023

IV. Duration of Contract

Contract duration is from January 1, 2024 through December 31, 2024 with options for two (2) successive one (1) year periods (January 1, 2025 through December 31, 2025 and January 1, 2026 through December 31, 2026) at the discretion of the Town Board.

V. Payment

1. The Contractor, when authorized in writing by the Water District, will only be reimbursed for the actual labor and equipment provided and actual materials furnished and installed.
2. Payment will be made in accordance with the unit pricing schedule established in Section VI of this document.
3. Labor and equipment reimbursement (where hourly rates are applied) will be based on the actual time spent on-site.
4. Mobilization to the work site shall be paid in accordance with the lump sum amount under either Item 1A (non-emergency) or Item 2A (emergency). The item shall include all costs associated with labor transportation to and from the work site, tools and small equipment necessary to perform the work and any other related mobilization costs. Items 1A and 2A shall only be billed once per project. If additional days are required for work the appropriate hourly rates will be utilized for billing. Chargeable time will be documented time on-site only.
5. The contractor shall provide the District with an invoice for work performed within 30 days of completion of service.
6. **Failure of the contractor to provide appropriate billing to the District within sixty (60) days of completion of service may subject contractor to forfeiture of payment without notice from the Town/District.**
7. The Riverhead Water District / Town of Riverhead will not compensate the contractor for fuel surcharges.
8. Contractor shall provide District with dimensional sketch of all work performed for the District's records prior to payment authorization.

VI. Bidders' Proposal / 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 or 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 bid documents 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 bid documents; and it will accept in full payment therefore the following sums to wit. The undersigned hereby proposes to furnish all labor, materials and equipment necessary to perform the work of mechanical repair and maintenance subject to the terms and conditions set forth in the bid documents.

MECHANICAL MAINTENANCE AND
EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (M)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: NOVEMBER 2, 2023

A. Bid Form:

Item No.	Description	Hourly Rates					
		Jan. 1, 2024 through Dec. 31, 2024		Jan. 1, 2025 through Dec. 31, 2025		Jan. 1, 2026 through Dec. 31, 2026	
1A	Minimum Basic Service Mobilization Charge (Non-Emergency Work)	\$		\$		\$	
2A	Minimum Emergency Service Mobilization Charge	\$		\$		\$	
3A	Straight Time Hourly rate, including all equipment and transportation, for mechanical service or repair, either scheduled or emergency of District facilities, <i>weekdays Monday through Friday (exclusive of holidays), between the hours of 7:30 A.M. and 4:00 P.M.</i>	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$
4A	Overtime Hourly rate, including all equipment and transportation, for emergency mechanical service or repair of District facilities, <i>weekdays Monday through Friday (exclusive of holidays), between the hours of 4:00 P.M. and 7:30 A.M.</i>	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$
5A	Overtime Hourly rate, including all equipment and transportation, for mechanical maintenance of District facilities, <i>Saturday and Sunday – All Hours.</i>	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$
6A	Overtime Hourly rate, including all equipment and transportation, for emergency mechanical service or repair of District facilities, <i>Holidays – All Hours. Provide list of holidays with your bid.</i>	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$
7A	Scheduled Preventative Maintenance inspection as described in these proposal documents. Lump Sum Price Per Site – (6 hour maximum per site)	\$		\$		\$	

MECHANICAL MAINTENANCE AND
EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (M)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: NOVEMBER 2, 2023

B. Bid Comparison:

Item No.	Description	Number of Units	Total Price					
			Jan. 1, 2024 through Dec. 31, 2024		Jan. 1, 2025 through Dec. 31, 2025		Jan. 1, 2026 through Dec. 31, 2026	
1B	Minimum basic service (non-emergency) charge	10 units	\$		\$		\$	
2B	Minimum emergency service charge	2 units	\$		\$		\$	
3B	Straight time hourly labor rate per man	64 hours	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$
4B	Overtime hourly labor rate weekdays per man	16 hours	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$
5B	Overtime hourly labor rate weekends per man	16 hours	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$
6B	Overtime hourly labor rate holidays per man	16 hours	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$	Journeyman \$	Apprentice \$
7B	Equipment and materials (See notes on following page)	Lump Sum	\$ 40,000.00		\$ 45,000.00		\$ 50,000.00	
8B	Preventative Maintenance Inspections (Appendix C)	18 sites	\$		\$		\$	
9B	Performance Bond (based on sum of Items 1B through 8B) Max. Bid \$750.00	Lump Sum	\$		\$		\$	
Bid Comparison Totals: (Sum of Items 1B through 9B)			\$		\$		\$	

NOTES:

The Bid Comparison Total shall be based upon the sum of a two (2) man crew (journeyman and apprentice/laborer) for the work hours specified. Attach appropriate rate schedule if your company utilizes more than one labor rate classification. In addition provide additional equipment, material and/or service charge schedules as necessary. Should overtime rates require a minimum number of hours attach schedule to reflect the related hourly effort.

C. Notes:

1. Quantities provided are estimates only and will vary. Fixed value provided under Item 7B is used to calculate performance bond value under Item 9B. Actual equipment and material cost will vary based on work authorized in writing by the Water District.
2. The qualified bidder will be required to provide the appropriate references (5 minimum) and documentation of qualifications.
3. The Town Board reserves the right to award work that serves in the best interest to the Riverhead Water District. **Unbalanced bids will be rejected.**

MECHANICAL MAINTENANCE AND
EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (M)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: NOVEMBER 2, 2023

4. The option to extend the contract an additional year (from January 1, 2025 through December 31, 2025) or two (from January 1, 2026 through December 31, 2026) can be exercised solely at the discretion of the Town Board. Should the Town Board decide to renew the contract for an additional period; written authorization will be provided by the Riverhead Water District prior to January 1 of the additional year.
5. The Water District reserves the right to do some of the work with its own personnel, and this contract is only for the additional work it cannot or will not handle.
6. The Water District retains the discretion to develop and bid some large-scale projects with an element of the type of work under this contract.
7. The basic service charge (Item 1A and 2A) shall be billed for each scheduled or emergency service once per project and shall include labor charges for the first two hours on-site. Scheduled service is defined as all non-emergency work and any days subsequent to the date of an emergency required to complete the work requested. Emergency Service is defined as work requiring a response from the Contractor within three (3) hours of request by District. The service charge will be paid once per project for work requiring less than two (2) man-hours of time on-site, **instead of** contractor time spent on-site. For work requiring two (2) man-hours or more, the District will pay the applicable service charge **once per project**, plus man-hours in excess of two (2) as per the hourly rates bid above. If additional days are required on-site after time will be paid based upon the appropriate hourly billing rates. Chargeable time for these additional days will be documented on-site time only, no travel or mobilization charges will apply to these additional days. On-site is defined as any property owned and operated by the Riverhead Water District. One (1) service charge shall be billed, regardless of whether contractor visits one site or multiple sites.
8. The hourly rates shown shall be for a journeyman mechanic and either an apprentice mechanic or laborer. The service crew shall consist of one (1) journeyman and additional apprentices or laborers necessary to perform the work in a timely fashion. See Section D below.
9. Preventative maintenance inspection shall be performed by a journeyman experienced in such work.

D. Additional Mechanic

Will the Bidder assign a "helper" or apprentice mechanic to jobs? If so, please detail the circumstances. Your answer will be considered as part of your bid.

E. Bidder Information and Certification:

Company Name: _____

MECHANICAL MAINTENANCE AND
EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (M)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: NOVEMBER 2, 2023

Address:

Telephone Number:

Fax Number:

Emergency Number:

Email:

Email:

Federal I.D. or SS Number:

Authorized Representative Signature

Title

Print Name

Date

Enclosed is a certified check or bid bond for five percent (5%) of the total amount of the bid as required in 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) calendar 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 forty five (45) days of opening of the bids; and, on the signing of such Contract by the Bidder, to furnish the indemnifying bonds as provided in the Contract.

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 Board that the Contract has been awarded to it and is ready for signature, as given in accordance with the Contract Documents and/or its failure to execute and deliver the bond for the full amount of the Contract price, as provided in said Contract Documents, the Bidder's check or bid bond which is herewith deposited with the Board (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: _____

Telephone number where the bidder or a competent representative can accept a telephone message and provide a reasonable reply as soon as possible, but no later than twenty four (24) hours:

DAY: _____ EVENING: _____

DATED AT: _____ THE _____ DAY OF _____, 20____

END OF SECTION 004313

Riverhead Water District**Suffolk County, New York**

Bidders shall submit to the Owner the names of the Subcontractors which the Bidder proposes to use on the project. The Owner reserves the right to disapprove the use of any proposed subcontractor and in such event the Bidder shall submit the name of another Subcontractor in the like manner and in the time specified by the Owner. Such disapproval shall not result in additional costs to the Owner. The Owner reserves the right to reject any bid if the name of the proposed Subcontractors, or additional subcontractor information, is not submitted as required.

BIDDER:

FIRM NAME: _____

ADDRESS: _____

PREPARED BY: _____

SIGNED BY: _____

TITLE: _____

END OF SECTION 004350

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

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 certifies 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 certified that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the 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) attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of the bid or proposal on behalf of the corporate bidder.

Resolved that _____
(Name of Corporation)

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

MECHANICAL MAINTENANCE AND EMERGENCY SERVICES CONTRACT
(Name of Project)

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 said 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: _____

Respectfully submitted,

FIRM NAME: _____

FIRM ADDRESS: _____

SIGNED BY: _____

TITLE: _____

END OF SECTION 004519

Vendor Responsibility Questionnaire begins on the following page.

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 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) ☐ <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation
b) ☐ <u>Limited Liability Company (LLC or PLLC)</u>	Date Organized
c) ☐ <u>Limited Liability Partnership</u>	Date of Registration
d) ☐ <u>Limited Partnership</u>	Date Established
e) ☐ <u>General Partnership</u>	Date Established County (if formed in NYS)
f) ☐ <u>Sole Proprietor</u>	How many years in business?
g) ☐ Other	Date Established
If Other, explain: _____	
1.0 Was the <u>Business Entity</u> formed in New York State? ☐ Yes ☐ 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				
☐ United States	State			
☐ Other	Country			
1.2 Is the <u>Legal Business Entity</u> publicly traded?				☐ Yes ☐ 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> ?				☐ Yes ☐ No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>				☐ 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> .				☐ Yes ☐ 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? (Select "N/A" if <u>Principal Place of Business</u> is in New York State.)				☐ Yes ☐ No ☐ 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> ?				☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) ☐ New York State certified <u>Women-Owned Business Enterprise</u> (WBE) ☐ New York State certified <u>Service-Disabled Veteran-Owned Business</u> (SDVOB) ☐ <u>New York State Small Business</u> ☐ Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)				
1.7 Identify each person 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: ☐				
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

				☐ Current ☐ Former ☐ N/A
				☐ Current ☐ Former ☐ N/A
				☐ Current ☐ Former ☐ N/A
				☐ Current ☐ Former ☐ 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>			☐ Yes ☐ 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)?			☐ Yes ☐ 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>		☐ Yes ☐ 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)?		☐ Yes ☐ 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>		☐ Yes ☐ 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?	☐ Yes ☐ 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 www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc. 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?	☐ Yes ☐ 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 www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc. 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?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	☐ Yes ☐ 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> ?	☐ Yes ☐ 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?	☐ Yes ☐ 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> ?	☐ Yes ☐ 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> ?	☐ Yes ☐ No
5.3 Had its surety called upon to complete any contract whether government or private sector?	☐ Yes ☐ No
5.4 Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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> ?	☐ Yes ☐ No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	☐ Yes ☐ No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ Yes ☐ No ☐ N/A
8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u> ?	☐ Yes ☐ No ☐ 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?	☐ Yes ☐ No ☐ N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (i.) Any business-related activity, including but not limited to theft, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	☐ Yes ☐ No ☐ 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?	☐ Yes ☐ 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> ?	☐ Yes ☐ 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.)	☐ Yes ☐ 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
--	--	--

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
-------------------------------------	-------------------------------------	-------------------------------------

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.

(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 _____

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
2.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
3.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
4.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
5.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
6.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
7.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
8.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

1.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount
2.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount
3.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount
4.	Agency/Owner			Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to others		Uncompleted Amount

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

5.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
6.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
7.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
8.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

9.	Agency/Owner				Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to others		Uncompleted Amount
10.	Agency/Owner				Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to others		Uncompleted Amount

Grand Total All Uncompleted Contracts	\$0.00
--	---------------

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	_____	-
2. Accounts receivable - less allowance for doubtful accounts	\$	_____	-	
Retainers included in accounts receivable	\$	_____	-	
Claims included in accounts receivable not yet approved or in litigation	\$	_____	-	
Total Accounts Receivable		\$	_____	-
3. Notes receivable - due within one year		\$	_____	-
4. Inventory - materials		\$	_____	-
5. Contract costs in excess of billings on uncompleted contracts		\$	_____	-
6. Accrued income receivable				
Interest	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Accrued Income Receivable		\$	_____	-
7. Deposits				
Bid and Plan _____	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Deposits		\$	_____	-
8. Prepaid Expenses				
Income Taxes	\$	_____	-	
Insurance	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Prepaid Expenses		\$	_____	-
9. Other Current Assets				
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Other Current Assets		\$	_____	-
10. Total Current Assets				\$ _____ -
11. Investments				
Listed securities-present market value	\$	_____	-	
Unlisted securities-present value	\$	_____	-	
Total Investments				\$ _____ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total		\$	-
Less: Accumulated depreciation		\$	-
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets			\$ -

14. TOTAL ASSETS

\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$	_____ -
16 a. Loans from shareholders - due within one year	\$	_____ -
16 b. Other Loans - due within one year	\$	_____ -
17. Notes payable - due within one year	\$	_____ -
18. Mortgage payable - due within one year	\$	_____ -
19. Other payables - due within one year		
Other (list) _____	\$	_____ -
	\$	_____ -
Total Other Payables - due within one year	\$	_____ -
20. Billings in excess of costs and estimated earnings	\$	_____ -
21. Accrued expenses payable		
Salaries and wages	\$	_____ -
Payroll taxes	\$	_____ -
Employees' benefits	\$	_____ -
Insurance	\$	_____ -
Other	\$	_____ -
Total Accrued Expenses Payable	\$	_____ -
22. Dividends payable	\$	_____ -
23. Income taxes payable		
State	\$	_____ -
Federal	\$	_____ -
Other	\$	_____ -
Total Income Taxes Payable	\$	_____ -
24. Total current liabilities	\$	_____ -
25. Deferred income taxes payable		
State	\$	_____ -
Federal	\$	_____ -
Other	\$	_____ -
Total Deferred Income Taxes	\$	_____ -
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	_____ -
Other Loans - due within one year		
Principle	\$	_____ -
Interest	\$	_____ -
Notes payable - due after one year	\$	_____ -
Mortgage - due after one year	\$	_____ -
Other payables - due after one year	\$	_____ -
Other (list) _____	\$	_____ -
	\$	_____ -
Total Long Term Liabilities	\$	_____ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

27. Other Liabilities

Other (list)	_____	\$	_____	-
	_____	\$	_____	-

Total Other Liabilities \$ _____ -

28. TOTAL LIABILITIES \$ _____ -

NET WORTH

29. Net Worth (if proprietorship or partnership) \$ _____ -

30. Stockholders' Equity

Common stock issued and outstanding	\$	_____	-
Preferred stock issued and outstanding	\$	_____	-
Retained earnings	\$	_____	-
Total	\$	_____	-
Less: Treasury stock	\$	_____	-

31. TOTAL STOCKHOLDERS' EQUITY \$ _____ -

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY \$ _____ -

END OF SECTION 004546

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

I have been advised that the Board 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:

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

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

**Riverhead Water District
Suffolk County, New York**

The Owner may make such investigation as the Owner 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 Owner all information and data required by the Owner, including complete financial data, within the time and in the form and manner required by the Owner. The Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Owner 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 Owner, any bidder may be required to complete and submit the enclosed New York State Vendor Responsibility 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: _____

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: _____

PROJECT NO. 5

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

The following is a list of the major areas of construction work under this contract to be performed by subcontractors to the bidder, showing the Type of Work and the name of the Owner, Location and Date of Construction for work of similar nature in size, construction method and construction procedure, which have been completed by the undersigned, and which have been in operation for a period of not less than one year, (minimum of five such projects).

Subcontractor Name: _____

Type of Work: _____

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Subcontractor Name: _____

Type of Work: _____

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Subcontractor Name: _____

Type of Work: _____

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Subcontractor Name: _____

Type of Work: _____

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

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

CONTRACT IN QUADRUPLICATE FOR _____
_____; 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, and Specifications, 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, 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 contract, 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 Contract, Specifications and Addenda prepared by the Engineer

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 in accordance with contract periods described herein.

6. TIME FOR COMPLETION

The time for completion of this Contract shall be in accordance with contract periods described herein. 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 ONE THOUSAND DOLLARS (\$1,000.00) 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 for each respective year 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. The first Performance bond shall be furnished upon contract signing, the bond for the following year shall be supplied on the first of that year.
- 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. 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

SECTION 005209 – CONTRACT

General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
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.
- E. 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.
- F. ~~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 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.~~

- G. 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

SECTION 005209 – CONTRACT

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 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 (\$500.00) 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 are established by the Industrial Commissioner, State of New York, for this Contract, and 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

- A. Scheduled or Emergency Work: Upon completion of the work required under each work order, the Contractor shall submit to the District a payment request with the appropriate invoicing. 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 due to him.

SECTION 005209 – CONTRACT

The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the TOWN/DISTRICT of any work so estimated and paid for. All payments are subject to correction in any subsequent payment.

- B. Preventive Maintenance Assessment: Upon completion of the work required under the Preventive Maintenance Assessment, the Contractor shall submit to the District a payment request with the appropriate invoicing. 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 due to him. The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the TOWN/DISTRICT of any work so estimated and paid for. All payments are subject to correction in any subsequent payment. Partial payments will be accepted.
- C. ~~Maintenance Bond: At the end of each contract period, the contractor shall submit to the Town a one year Maintenance Bond for the full value of the work performed during the contract period. The TOWN/DISTRICT will reimburse the Contractor for said bond based on a dollar for dollar value.~~

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. 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.

17. 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.

18. SUPERINTENDENCE BY CONTRACTOR

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.

19. 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.

20. 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.

21. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

SECTION 005209 – CONTRACT

- 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
- 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 Contract, 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.

22. AUTHORITY OF THE ENGINEER

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the TOWN/DISTRICT and shall perform all work to the satisfaction of the TOWN/DISTRICT, at such time and places, by such methods, and in such manner and sequence as he may require. The TOWN/DISTRICT shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the Contract, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the TOWN/DISTRICT 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 TOWN/DISTRICT 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.

23. 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.

24. CHANGES AND ALTERATIONS

The TOWN/DISTRICT reserves the right to make alterations in the location, line, grade, Contract, 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.

25. 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 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 after the date of the Maintenance bond. By December 31 of each calendar year, the bidder shall provide the Town with a Maintenance Bond equal to one hundred percent (100%) of the total value of the work performed in the prior year. 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.~~

26. 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.

27. 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.

28. 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

SECTION 005209 – CONTRACT

- 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.
- E. The Contractor is deemed non-responsive by the TOWN/DISTRICT.

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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. SUBLETTING, SUCCESSOR AND ASSIGNS

SECTION 005209 – CONTRACT

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

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
- d. General 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.

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.

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.

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.

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 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 after the date of the Maintenance bond. By December 31 of each calendar year, the bidder shall provide the Town with a Maintenance Bond equal to one hundred percent (100%) of the total value of the work performed in the prior year. 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

The **Wage Rates** schedule can be accessed and downloaded through the NYSDOL website:
<https://dol.ny.gov/public-work-and-prevailing-wage> using the job-specific PRC# 2023011540.

END OF SECTION 007343

PART 1 - GENERAL

1.01 BRIEF PURPOSE OF PROJECT / GENERAL

- A. The purpose of the project is to provide maintenance, repairs and emergency work for the mechanical equipment of the Riverhead Water District.
- B. All work shown and specified in the Contract Documents shall be the work of this Construction Contract. The Owner does not anticipate awarding other prime contracts for the project as shown.
- C. This Section provides an abbreviated summary of the work for the Contract.

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 shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Contract Documents. The lack of word capitalization shall be incidental.
- C. The CONTRACTOR may be referred to as the "Mechanical Contractor", "Prime Contractor" or similar wording. The lack of word capitalization shall be incidental.
- D. Routine maintenance and repair shall refer to work deemed by the District that is not of an urgent nature. Routine maintenance and repair may include the following: testing of mechanical components, calibration of mechanical components, mechanical work not considered to be of an urgent nature, etc. This work shall be scheduled at least 48 hours prior to the start of the work.
- E. Emergency repairs shall refer to work that is deemed by the District to be of an urgent nature. Emergency repairs may include the following: de-bugging and repairs to damaged water treatment equipment, repairs to plant leaking pipes and valves, repairs or replacements of damaged small piping components or similar work. This work shall be scheduled on a 3-hour notice to the Contractor 24 hours/day, 7 days/week, 365 days/year.
- F. The term "crew" where used shall refer to a two (2) man team of a journeyman and an apprentice or laborer. The crew shall only be required when the work entails effort that the journeyman cannot exercise on his own.

1.03 ABBREVIATED SUMMARY OF 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. The contractor shall coordinate, through the Owner/Engineer, the work of their contract with any 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, all labor, equipment and material costs necessary to complete the work in accordance with the Contract and Specifications.
- D. All other work shown and specified in the Contract Documents.

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. Guidelines and requirements of the New York State Department of Health and Suffolk County Department of Health Services.
 - 3. Local laws and ordinances of the County of Suffolk, Town of Riverhead and Riverhead Water District.
 - 4. New York State Plumbing Code.
 - 5. National Fuel Gas Code.

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. Coordination with the District is necessary to schedule utility mark-out services and in the event of damage to existing facilities; their subsequent repair.
 - 3. Site safety in accordance with all applicable federal, state, and local regulations.

1.06 OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.

1.07 EXISTING CONDITIONS

- A. When possible the Owner will provide plans for proposed work locations. These plans may or may not show certain information that has been obtained by the Owner and various utilities regarding the location of various pipelines, utilities, and structures that exist at the location of the project both below and above grade.
- B. The Owner and the Engineer expressly disclaims 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 Engineer of the obstructions' existence.
- D. The Engineer will determine if the obstruction is to be relocated or removed.
- E. Compensation for this extra work will be paid for in accordance with the provisions in "General Specifications" and "Contract" section of the Contract and Specifications booklet "Change Orders".

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. Work hours, employee conduct and miscellaneous employee requirements.
- C. Contract requirements related to maintaining Owner's current operations and excess inspection required.

1.02 SITE ACCESS AND CONTROL

- A. The Contractor shall not close any road for any period in time unless approved ahead of time by appropriate road agency. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.
- B. 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.
- C. 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.
- D. 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.
- E. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- F. 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.
- G. 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.
- H. 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 Engineer 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.
- I. 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.

- J. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material.
- K. 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.
- L. Do not discard or dispose of any waste on-site.
- M. The Contractor shall be responsible for managing dust.

1.03 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 8:00 am - 4:30 pm. Emergency maintenance or repairs will be performed on an as-needed basis.
- B. 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.
- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Any employee found under the influence of any drug or alcohol will be banned from the site.

1.04 CONTRACT REQUIREMENTS RELATED TO MAINTAINING OWNER'S CURRENT OPERATIONS AND EXCESS INSPECTION REQUIRED

- A. The Contractor shall schedule routine maintenance working days and hours as specified. The Contractor shall pay all excess costs for inspection services provided by the Owner/Engineer/Architect for working beyond the times specified.
- B. The Owner will provide inspection during all emergency repairs. Work that is either routine maintenance or new installation maybe inspected either by the Owner or the Engineer.
- C. The Contractor will be allowed to work early morning hours if a planned tie-in must be performed. Provide 72 hours advanced notice to the Engineer for all early morning work together with a written plan as to the steps necessary to construct the work. The overtime salary costs for early morning tie-in work associated with having the operations staff of the Owner present shall be paid by the Contractor.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 011400

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work under this Section specifies the procedures used to process payments.

1.02 APPLICATIONS FOR PAYMENT

- A. The form of application for payment shall be AIA Document G702, application and certificate for payment supported by AIA Document G703, Continuation Sheet.
- B. Submit one (1) copy of each payment application, completed, signed and notarized.
- C. Submit certified payroll receipts for all works 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.
- D. The District will not pay for any stored materials and equipment that is not installed.
- E. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Dept. of Labor wage rates.
- F. The District may conduct on-site interviews with all workers to verify payment of prevailing wage rates is enforced.
- G. The Contractor may submit payment requests as the specific work order is completed.

1.03 TERMS OF PAYMENT

A. CREW

- 1. Payment for the Contractor's two (2) man crew will be based upon the hours the crew is on site. Travel time will not be reimbursed.
- 2. If the Contractor deems that the crew requires additional manpower, he shall advise the Owner/Engineer in advance and obtain approval.
- 3. Payment will be made based upon the hourly rates indicated in the proposal.

B. MATERIALS/EQUIPMENT

- 1. Payment for materials and equipment incorporated into the project shall be at Contractor's cost, less all taxes, plus 15% (not to exceed) mark up for handling, overhead and profit.
- 2. The Owner reserves the right to provide parts and materials from its own stock to the Contractor for installation, with no mark up.

C. Contractor's Tools & Equipment:

- 1. No payment will be made for any small tools or power equipment necessary for the Contractor to perform the work.
- 2. No payment will be made for any expendable tools, fuel or lubricants (i.e., saw blades, drill bits, etc.).

D. Subcontractors:

- 1. The use of subcontractors requires approval in advance from Owner/Engineer.
- 2. No more than 25% of the value of any individual work order shall be permitted to be contracted out without prior approval.
- 3. Payment for subcontractors shall be at the Contractor's cost, less all taxes, plus a maximum 15% mark up for coordination, overhead and profit.
- 4. The requirements of Sections 1.03 A, B and C shall apply to all subcontractors.

5. Contractors and subcontractors shall maintain appropriate insurances.

PART 2 - PRODUCTS

NOT USED.

PART 3 - EXECUTION

NOT USED.

END OF SECTION 012900

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. Suffolk County Department of Health Services.
 - 4. Town of Riverhead Codes and Requirements
 - 5. Riverhead Water District Codes, Rules, Laws and Ordinances.

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.

1.05 COORDINATION WITH GAS/ELECTRIC/TELEPHONE/CABLE UTILITY COMPANY

- A. Comply with the gas/electric/telephone/cable utility companies regarding excavation around or in the vicinity of existing facilities.

1.06 COORDINATION WITH WATER UTILITY

- A. Make necessary connections to existing public water mains under supervision of the water utility representative.

1.07 UTILITY WORK WITHIN RIGHT-OF-WAY

- A. Utility Work, either overhead or underground, within the boundaries of the Town right-of-way, shall conform to procedures set forth by the applicable permits.
- B. Utility Work, either overhead or underground, within the boundaries of the state highway right-of-way, shall conform with procedures set forth in the Department of Transportation publications "Department Rules and Regulations Governing the Accommodation of Utilities

Within State Highway Right-of-Way (Part 131 - Title 17 Transportation) and "Issuance of Highway Work Permits" (Code 7.12-2).

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 014100

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Black iron piping, valves and accessories
- B. Copper piping, valves and accessories
- C. PVC piping, valves and accessories
- D. Reinforced flexible tubing and accessories
- E. Stainless steel piping, valves and accessories
- F. Corporation stops
- G. Curb stops
- H. Escutcheons
- I. Pressure gauges
- J. Pressure regulating valves
- K. Relief valves
- L. Solenoid valves
- M. Vacuum breakers
- N. Extension service boxes.

1.02 REFERENCES

- A. ASME B16.3 - Malleable Iron Threaded Fittings
- B. ASME B16.22 - Wrought Copper and Bronze Solder-Joint Pressure Fittings
- C. ASME B16.23 - Cast Copper Alloy Solder - Joint Drainage Fittings -DWV
- D. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV
- E. ASME B31.3 - Process Piping
- F. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
- G. ASTM A120 - Pipe, steel, black and Hot-Dipped Zinc Coated (Galvanized), Welded and Seamless, for Ordinary Uses
- H. ASTM A269 - Seamless and Welded Austenitic Stainless Steel Tubing for General Service
- I. ASTM A403 - Wrought Austenitic Stainless Steel Fittings
- J. ASTM B42 - Seamless Copper Pipe

- K. ASTM B88 - Seamless Copper Tube
- L. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications
- M. ASTM D1784 - Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
- N. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120
- O. ASTM D2466 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40
- P. ASTM D2467 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
- Q. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR)
- R. ASTM D2564 - Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings
- S. ASTM D2737 - Standard Specification for Polyethylene (PE) Plastic Tubing
- T. ASTM D2855 - Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings
- U. AWWA C800 - Underground Service Line Valves and Fittings
- V. AWWA C901 - Polyethylene Pressure Pipe and Tubing, 1/3" to 3", for Water Service

1.03 SUBMITTALS

- A. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with the local water utility company requirements.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 016500.
- B. Deliver and store items in shipping containers with labeling in place.

1.06 PROJECT RECORD DOCUMENTS

- A. Submit upon completion of work
- B. Accurately record actual locations of piping mains, valves, connections and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
- D. Provide manufacturer's standard warranty for all applicable items.

PART 2 - PRODUCTS

2.01 BLACK IRON PIPING, VALVES AND ACCESSORIES

- A. Standard weight, Schedule 40, threaded ends, conforming to ASTM A53. Fittings shall be malleable iron, screwed type conforming to ASME B16.3.
- B. Transitions from black iron to poly-tubing shall be made with barbed fittings and stainless clamps, or approved equal.
- C. Ball Valves: All 316 stainless steel body, ball and retainer, reinforced RPTFE stem, seat and retainer seal, 304 stainless steel lever with vinyl grip, rated for 125 psi minimum working pressure, threaded connections, Series 76F-100-A Apollo Valve as manufactured by CONBRACO INDUSTRIES, INC.
- D. Check Valves: All 316 stainless steel construction, including body, tail piece, guide and spring, glass filled RPTFE ball check, rated for 125 psi minimum working pressure, threaded connections, Series 62-100 Apollo Valve as manufactured by CONBRACO INDUSTRIES, INC.

2.02 COPPER PIPING, VALVES AND ACCESSORIES

- A. All exposed small copper piping shall be Type "K" hard drawn copper tubing. All underground piping shall be soft annealed Type "K" copper tubing with compression fittings.
- B. All brass valves and fittings installed on potable water supply piping shall be made of "low-lead" materials (UNS Copper Alloy C89833 or C89520) and have a maximum lead content of 0.25 percent by weight. All low lead brass fittings shall be stamped or embossed with a mark indicating that the product is manufactured from low-lead alloys.
- C. Check valves shall be swing check renewable BUNA-N disc, all bronze, STOCKHAM Figure B-319Y (threaded end) or Figure B-309Y (solder end) - 250 to 300 psi non-shock water.
- D. Ball valves for copper piping/tubing and galvanized piping shall be renewable reinforced Teflon seats, adjustable packing gland, non-blowout stem with run port opening. Ball valves shall be STOCKHAM Figure T or S-285 (threaded or soldered ends).

2.03 PVC PIPING, VALVES AND ACCESSORIES

- A. PVC piping for all interior and exterior applications shall be polyvinyl chloride, Class 1245-B, Schedule 80, and shall conform to ASTM Specifications D2267, D2241, D1784 and D1785. All PVC piping shall conform to NSF-61 and be approved for potable water applications. Pipe shall be as manufactured by A.M. BEYERS or CHARLOTTE PIPE COMPANY or approved equal. Fittings for PVC piping shall conform to ASTM D2467 and be slip type and shall be of the same schedule approved for use by the pipe manufacturer. Pipe shall bear the trademark of the manufacturer.
- B. Transitions from PVC to poly-tubing shall be made with barbed fittings and stainless clamps, or approved equal.
- C. Ball valves shall be double union/double block with PVC body, ball, insert and stainless steel rod and stem with Teflon seats, Tru-Bloc by NIBCO CHEMTROL, SPEARS or approved equal.
- D. Check valves shall be of the true union ball check type with a PVC body construction. The valves shall be rated at 150 psi. The valves shall be manufactured by HAYWARD CO., SPEARS or approved equal.

- E. Strainers shall be Y type, of size indicated, PVC body with 40 mesh cylindrical stainless steel screen and shall be as manufactured by HAYWARD CO. or approved equal.
- F. Pressure relief/backpressure valves shall be molded in-line valves with PVC body construction. Valves shall have a setting range from 5 to 100 psi and be compatible with chemicals in application. Valves shall be as manufactured by PLAST-O-MATIC VALVES, INC., WALLACE & TIERNAN, WALCHEM, or approved equal.
- G. Globe valves shall be of thermoplastic construction rated to 150 psi with EPDM seals and flanged connections. Valves shall be as manufactured by ASAHI-AMERICA, NIBCO or approved equal.
- H. Unions shall be UL listed, Oring unions with Teflon gaskets by HAYWARD CO. or approved equal.
- I. Threads and dimensions: ANSI B1.1 and B18.2.
- J. All wetted parts of PVC piping, valves and accessories shall be compatible with treatment chemicals.
- K. Thread lubricant: Crane "Formula 425", or equal. (NOTE: Approved Teflon tape may be used).
- L. Gaskets: Full face, 1/8-inch thick neoprene rubber.
- M. Solvent welded joints for chemical piping shall be made using solvent cement that meets or exceeds ASTM F493, compatible with PVC pipe and fittings. Solvent cement shall be Low V.O.C., Heavy Duty Gray Industrial solvent cement by Oatey; Model EP42 or specifically approved equal.
- N. Pressure connections to pressure switches, recorders, and indicating gauges shall be equipped with a snubber.

2.04 REINFORCED FLEXIBLE TUBING

- A. PVC tubing with nylon inner braided reinforcing made from FDA approved materials, 65 Durometer, 175 psi working pressure for 1/2 to 1-1/2 inches ID. Install high pressure fittings with double stainless steel clamps for all connections to tubing.
- B. HDPE translucent tubing, compatible with chemical transported, minimum 190 psi working pressure at 70F for 1/2" to 3/4" O.D. Install high pressure PVC compression fittings all connections to tubing.

2.05 STAINLESS STEEL PIPING AND ACCESSORIES

- A. Standard weight, Schedule 40, two-ferrule type tube fitting connections, conforming to ASTM A269. All tubing, fittings, and valves shall be 316 stainless steel.

2.06 CORPORATION STOPS

- A. Manufacturers:
 - 1. MUELLER COMPANY, Model No. H-15000.
 - 2. FORD METER BOX COMPANY, Model No. FB600

- B. Ball valve type, water service bronze body with AWWA standard thread inlet and copper AWWA outlet, complete with straight coupling nuts.
- C. All connections greater than 1" shall utilize a threaded saddle with stainless steel bands.

2.07 CURB STOPS

- A. All metal parts shall be constructed of water service bronze. The curb stop shall have a combined tee and cap and an inverted tapered key with 1/4-inch hole drilled in cap for attaching a stationary rod. The valve shall open to the left (counterclockwise).
- B. All curb stops shall be by MUELLER COMPANY, No. H-15200, or specifically approved equal. Ball valve curb stop shall be by FORD METER BOX COMPANY, No. BH22-233, or specifically approved equal.
- C. All curb stops shall be provided with an extension service box.
- D. Extension service boxes with stationary rods to be by MUELLER COMPANY, No. H-10314 or approved equal. Cap shall be in accordance with the Owner's standard.

2.08 ESCUTCHEONS

- A. Provide chrome plated escutcheons where uninsulated pipes penetrate walls of finished spaces.

2.09 PRESSURE GAUGES

- A. Pressure gauges shall be manufactured by ASHCROFT, all stainless steel construction, with pressure range from 0 to 250 psi, stem mounted 4" diameter, liquid filled, provided with snubber and shut-off petcock valve.

2.10 PRESSURE REGULATING VALVES

- A. Manufacturer:
 - 1. WATTS, Series 263A (3-way).
 - 2. Approved equal.
- B. Valves shall be of brass construction with Buna-N disc/diaphragm, inlets/outlet size to match piping, maximum working pressure 300 psi, adjustable range 3 psi to 50 psi.
- C. Provide with pressure gauge and slotted adjusting screw.

2.11 RELIEF VALVES

- A. Air Release/Vacuum Valves
 - 1. Manufacturer:
 - a. CRISPIN, "AL" series
 - b. Approved equal
 - 2. Valve shall comply with ANSI/AWWA C512 Standards.
 - 3. The body and valve shall be constructed of cast iron conforming to ASTM A126, Class B.
 - 4. Spherical stainless steel float shall seal against a renewable Buna-N resilient seat.
- B. Pressure relief & Backpressure / Anti-siphon valves
 - 1. Manufacturer:
 - a. PLAST-O-MATIC VALVES, INC.

- b. GRIFFCO, PRG2050P & BPV05OP
 - c. Approved equal
- 2. Valves shall be molded in-line type with PVC body construction.
- 3. Valves shall have a setting range from 5 to 120 psi and be compatible with chemicals in application. Size in accordance with the Plans.

2.12 SOLENOID VALVES

- A. Manufacturer:
 - 1. Red Hat II, Series 8210.
 - 2. Approved equal.
- B. Provide normally closed valves, 120 volt AC, 304 stainless steel body. The construction material of all wetted parts shall be compatible with the product contained.

2.13 VACUUM BREAKERS

- A. Vacuum breaker check valves shall be constructed of PVDF (Kynar), normally-closed, with self-sealing diaphragm. Connectors to match pipe and fittings. As manufactured by PLAST-O-MATIC VALVES, INC., Series VBM, or approved equal.

2.14 EXTENSION SERVICE BOXES

- A. Extension service boxes shall be constructed of extra grade gray iron cover and base, steel extension pipe with a small arch pattern base for ½-inch through 1-1/2-inch curb stops; adjustment between 4 and 5 feet; complete with stationary inside stop rod; one piece lid with two holes for removal with spanner wrench.
- B. Extension service boxes with stationary rods to be by MUELLER COMPANY, No. H-10314 or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Clean inside of piping and tubing before installation. Keep installed piping clean and protect ends from foreign matter by capping or plugging.
- B. Install piping and tubing so that it does not interfere with opening of doors or apparatus, access to equipment or any portion of electrical equipment.
- C. Run piping and tubing in straight lines and square with building. Install rise plumb. Make offsets only where indicated and where necessary.
- D. Install pipes so that expansion and contraction will not cause undue stress or strain to pipes or equipment. Provide offsets and expansion joints as shown on drawings.
- E. Provide flanges and unions throughout the piping systems to make installation and removal of piping and equipment convenient. Make provisions for servicing and removal of equipment without dismantling piping.
- F. Support pipe in accordance with provisions of Section 220529.
- G. Install non-conducting dielectric connections wherever joining dissimilar metals.
- H. Install valves with stems upright or horizontal.

- I. Install water service lines in accordance with water utility standards.
- J. All copper piping shall be cut square, burrs removed and reamed after cutting. Fitting sockets and tube ends shall be thoroughly cleaned to a bright finish. All solder joints shall be fluxed and soldered using 95-5 tin and antimony solder and water soluble flux.
- K. All copper tubing connections shall be compression type.
- L. Joints between PVC and Black Iron/Galvanized Pipe (wherever necessary), shall be made with screwed fittings or screwed companion flanges.
- M. PVC piping and fittings connections to treatment equipment and at ends of runs shall have screw type joints. In all other locations, solvent welded slip type joints shall be used.
- N. Solvent welded joints shall be made using solvent cement that meets or exceeds ASTM F493, compatible with PVC pipe and fittings. Solvent cement shall be Heavy Duty Industrial orange solvent cement by Oatey, or specifically approved equal.
- O. Install PVC pipe in such a manner that it is not forced out of line by pipe supports, hangers or other supporting members. Pipe hangers shall be clevis or strap type.
- P. PEX piping and fittings connections shall be joined via stainless steel ring clamp.
- Q. Threaded joints where specified shall be made using standard hand or machine pipe threading tools. Dies must be sharp and in good condition to assure a clean and smooth threading operation from start to finish. Threads shall be full cut and perfect. Protective pads of leather, rubber or felt shall be employed to prevent damage to pipe walls by chuck and/or vise jaws. A slightly tapered wood plug shall be tapped snugly into the pipe for the length of thread to prevent distortion of the pipe wall by the die.
- R. Threaded pipe joints shall be made up using Teflon base compounds placed on the pipe threads. Do not place compound on threads of fittings. NO WICKING WILL BE PERMITTED.
- S. All fittings, except couplings, shall be supported and valves shall be braced to resist torque during valve manipulation.
- T. All piping shall be free of traps and graded to permit complete drainage.
- U. Connect reinforced flexible tubing to transition couplings with stainless steel clamps and/or compression fittings in accordance with tubing manufacturer's installation instructions.

3.02 SERVICE CONNECTIONS AND TAPPING

- A. Maintain a 10 foot (3 m) horizontal separation and an 18 inch (460 mm) vertical separation of water main from sewer piping.
- B. Thoroughly clean water main to be tapped to remove all dirt and scale.
- C. Tap main on the side toward the line to be connected to the tap.
- D. Equipment utilized for tapping shall be as recommended by the manufacturer of the corporation stop.
- E. Maintain a minimum of 4'-6" (1.4 m) cover over the copper service pipe.
- F. Install new copper service pipe in one continuous piece. Splicing will not be permitted.

- G. Install parallel lines in neat fashion maintaining a minimum of 8" wall to wall separation. Each service line shall penetrate foundation separate from all other utility penetrations. Record origin of all service lines penetrating foundation.
- H. Cuts made in copper service tubing for installation of valves or connection to the building shall be square, reamed and all burrs removed.
- I. Solder used for service line fittings shall be lead-free, with a maximum lead content of 0.2 percent.
- J. Install curb stop at locations specified and install curb box directly above the curb stop with the cover at or slightly above grade.
- K. Connect copper service piping to building service piping with compression fitting.

3.03 FIELD QUALITY CONTROL

- A. Flush piping prior to conducting pressure testing.
- B. Piping shall be pressure tested with air before piping is concealed. All joints shall be checked for leakage while under air pressure by swabbing, utilizing a soap and water solution, and leaks found shall be repaired and rechecked. Pressure of air during testing shall be at least 50 percent higher than normal working pressure. Piping shall be tested for pressure and leakage in accordance with Section 017550.
- C. Before piping and valves are concealed, recheck it for leaks.
- D. Rework or replace defective and leaking joints, and joints which are otherwise unsatisfactory. Peening, caulking and doping are not permitted.
- E. The Contractor shall furnish all labor, materials and equipment necessary to accomplish all testing and repairs.

3.04 VALVE ACCESS

- A. Locate shutoff and control valves for easy access and operation. Where valves are located in enclosed spaces provide and install access doors.

3.05 TESTING

- A. All small piping shall be tested for pressure and leakage, in accordance with AWWA Specification C600.

END OF SECTION 221113

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Disinfection of potable water piping, valves, pumping and treatment units.

1.02 REFERENCES

- A. ANSI/AWWA B300 - Standard for Hypochlorites
- B. ANSI/AWWA B301 - Standard for Liquid Chlorine
- C. ANSI/AWWA C653 - Standard for Disinfection of Water Treatment Plants

1.03 SUBMITTALS

- A. Submit proposed method for introducing disinfectant into the treatment unit. If media must be disinfected, obtain method for disinfecting from supplier.
- B. Test Reports: Indicate results comparative to specified requirements.
- C. Certificate: Certify that cleanliness of filter tanks, towers and clearwell meets or exceeds specified requirements.

1.04 PROJECT RECORD DOCUMENTS

- A. Prepare and submit a disinfection report containing the following:
 - 1. Type and form of disinfectant used.
 - 2. Date and time of disinfectant injection start and time of completion.
 - 3. Test and injection locations.
 - 4. Initial and 24-hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - 5. Date and time of flushing start and completion.
 - 6. Disinfectant residual after flushing in ppm for each outlet tested.
- B. Prepare and submit complete water analysis results with the following information:
 - 1. Date issued, project name and testing laboratory name, address and telephone number.
 - 2. Time and date of water sample collection.
 - 3. Name of person collecting samples.
 - 4. Test locations.
 - 5. Initial and 24-hour disinfectant residuals in ppm.
 - 6. Coliform bacteria and chemical test results.
 - 7. Certification that water conforms or fails to conform to New York State Drinking Water Standards.
 - 8. Laboratory Director's signature and authority.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with ANSI/AWWA C651, ANSI/AWWA C652 and ANSI/AWWA C653.

1.06 QUALIFICATIONS

- A. Water Treatment Firm: Company specializing in disinfecting potable water systems specified in this Section with minimum three (3) years experience.

- B. Testing Firm: Riverhead Water District approved laoratory, Pace Analytical Labs
- C. Testing Firm: Laboratory specializing in testing potable water systems, approved by the New York State Department of Health.

1.07 REGULATORY REQUIREMENTS

- A. Conform to Recommended Standards for Water Works and applicable codes or regulations for performing the work of this Section.
- B. Water quality to conform to New York State Drinking Water Standards after completion of disinfection.
- C. The Suffolk County Department of Health Services will be notified of the date of water quality testing to allow sampling by the Health Department. Provide Engineer three (3) days advanced notification of proposed sampling date.

PART 2 - MATERIALS

2.01 DISINFECTION CHEMICALS

- A. ANSI/AWWA B300, Hypochlorite
- B. ANSI/AWWA B301, Liquid Chlorine

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that all piping systems and treatment units have been cleaned, inspected and pressure tested.

3.02 EXECUTION

- A. Provide required equipment to perform the work of this Section. The Owner will provide the water required for the initial disinfection and filling of the piping, and valves, etc. The Contractor shall pay for the water required for any subsequent filling of these systems based on the Owner's retail water rate.
- B. Disinfect system in accordance with Section 4.1 or Section 4.3 of AWWA C651.
- C. Collect samples 48 hours after flushing disinfectant and refilling with potable water. Samples shall not be collected if chlorine residual is greater than 0.1 mg/L, or greater than distribution system residual, if chlorinated system water is used for testing.
- D. Chemical tests shall include bacteriological, inorganic chemicals, volatile halogenated organics, non-volatile organics, heavy metals and any other tests required by the Suffolk County Department of Health Services.
- E. If water quality in system does not meet the bacteriological requirements of the Suffolk County Department of Health Services for potable water, the Contractor, at no additional cost to the owner, shall re-chlorinate or take other steps necessary to provide acceptable water quality. Samples shall be collected and analyzed after each attempt. All costs associated with subsequent sampling shall be borne directly by the Contractor.

- F. Neutralize residual chlorine to less than 1 mg/l with a suitable quantity of sodium bisulfite, sodium sulfide or sodium thiosulfate prior to disposal.

3.03 QUALITY CONTROL

- A. Test samples in accordance with ANSI/AWWA C652 and C653 and the Suffolk County Department of Health Services.

END OF SECTION 331140

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Large interior piping systems.

1.02 RELATED SECTIONS

- A. Section 221116 – Facility Piping
- B. Section 331300 – Disinfection of Large Piping
- C. Section 402324 – Valves & Valve Accessories.

1.03 REFERENCES

- A. ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings
- B. ANSI/AWWA C104 - Cement-Mortar Lining for Ductile Iron Pipe and Fittings
- C. ANSI/AWWA C110 - Ductile-Iron and Gray-Iron Fittings, 3 in. through 48 in., for Water and Other Liquids
- D. ANSI/AWWA - C115/A21.15 - American National Standard for Flanged Ductile Iron Pipe with Threaded Flanges
- E. ANSI/AWWA C150/A21.50 - American National Standard for Thickness Design of Ductile Iron Pipe
- F. ANSI/AWWA C600 - Installation of Ductile Iron Water Mains and Appurtenances
- G. ANSI B18.2.1 - Square and Hex Bolts and Screws Inch Series Including Hex Cap Screws and Lag Screws
- H. ANSI B18.2.2 - Square and Hex Nuts (Inch Series)
- I. ASTM A307 - Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength

1.04 SUBMITTALS

- A. Submit product data.
- B. Product Data: Provide data on pipe material, pipe fittings, and accessories. Provide manufacturer's catalog information.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

- A. ANSI/AWWA C151/A21.51; double thickness cement lining minimum 3/16" in accordance with ANSI/AWWA C104/A21.04, bituminous coating inside; and epoxy primer outside; flanged joint for exposed pipe, thickness Class 52 minimum for all pipe diameters.
 - 1. Fittings: ANSI/AWWA C110, Ductile iron, standard thickness.
 - 2. Flanged Joints: ANSI B16.1, Class 125 with full face, 1/8" thick rubber gaskets.
 - 3. Bolts: ANSI B18.2.1 and ASTM A307 Grade B.
 - 4. Nuts: ANSI B18.2.2 and ASTM A307 Grade B.

5. Lubricant for Joints: Nontoxic; shall not support growth of bacteria; shall have no deteriorating effects on gasket or pipe material.
 6. Manufacturer: TYLER UNION, SIGMA, U.S. PIPE & FOUNDRY CO., GRIFFIN PIPE PRODUCTS or specifically approved equal.
- B. Flanged Adapters: Dresser Industries, Inc., Style 127 for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.
- C. Restrained Flange Adapters: EBAA Iron Inc., Style 2100 Megaflange.
- D. Couplings: Dresser Industries, Inc., Style 38 for plain end steel or cast iron pipe with all bolts, rings, gaskets and accessories.
- E. Piping extending outside buildings shall be mechanical joint.

2.02 PIPE ACCESSORIES

- A. Joint Restrainers: Joint restrainers shall be Style 442 with tiebolts for flanged piping as manufactured by STAR NATIONAL PRODUCTS.
- B. Pipe Supports: Pipe supports shall be manufactured by MATERIAL RESOURCES:
1. Pipe Saddle Support: Standon Model S92. Minimum Quantity: Two (2)/10'
 2. Pipe Flange Support: Standon Model S89. Minimum Quantity: Two (2)/10'
- C. Pipe Hangers: As required.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Clean inside of pipe before installation. Keep installed piping clean and protect ends from foreign matter by capping or plugging.
- B. Install pipe so that it does not interfere with opening of doors or apparatus, access to equipment or any portion of electrical equipment. Group piping whenever practical at common elevations.
- C. Run pipes in straight lines and square with building. Install rise plumb. Make offsets only where indicated and where necessary.
- D. Install pipes so that expansion and contraction will not cause undue stress or strain to pipes or equipment. Provide loops, offsets and expansion joints as shown on drawings. If, in contractor's opinion, inadequate loops or offsets are shown, contact Engineer for instructions.
- E. Provide flanges and unions throughout the pipe systems to make installation and removal of piping and equipment convenient. Make provisions for servicing and removal of equipment without dismantling piping.
- F. Label piping after testing.
- G. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- H. Install valves with stems upright or horizontal, not inverted.
- I. Core drill through existing walls and floors to provide clearance around pipe to be installed and install link seals.

- J. Install ductile iron piping and fittings to ANSI/AWWA C600.
- K. Install flanged adapters and couplings in accordance with manufacturer's installation instructions. Drawings show minimum required adapters and couplings. Contractor shall install additional coupling and adapters as required for installation and disassembly of the piping systems.
- L. Install pipe saddle supports and pipe flange supports to brace piping systems in locations shown on contract plan or as directed by Engineer. Installation shall be in accordance with manufacturer's installation instructions.

3.02 PIPE JOINTING

- A. Preparing pipe ends: Cut pipe ends square with pipe cutters only. Do not use hacksaws or torch. Ream pipe ends, after cutting, to full diameter. Where pipe is to be threaded, die-cut right hand, pipe stand, clean cut full depth, taper threads. Make threaded joints so that they will be leak proof without caulking. Apply a thin coat of approved pipe lubricant to make threads only.
- B. Bracing joints: Provide braces and bridle rods as required to reinforce joints. Where large pipes underground are subject to shock because of sudden changes in liquid flow rate, provide concrete "kicker" blocks at joints, fittings and changes of pipe direction.
- C. Flanged ductile iron pipe joints: Clean face of flange of all sand, grease, grit or other foreign matter. Center gasket before assembling joints. After alignment has been completed insert bolts and hand tighten nuts. Keep gap between flanges approximately uniform while tightening. Tighten bolts to required torque in several steps, alternating from one side to the other.

3.03 RECHECKING AND REPAIRING

- A. Before piping is concealed, recheck it for leaks.
- B. Rework or replace defective and leaking joints, and joints which are otherwise unsatisfactory. Peening, caulking and doping are not permitted.

END OF SECTION 402323

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Butterfly Valves & Actuators
- B. Gate Valves
- C. Check Valves

1.02 RELATED SECTIONS

- A. Section 332121 - Disinfection of Water Treatment Plants
- B. Section 402323 - Potable Water Process Piping

1.03 REFERENCES

- A. ASME/ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings
- B. ASME/ANSI B16.34 - 2004 Valves Flanged, Threaded and Welding End
- C. ASTM A126 - Grey Iron Castings for Valves, Flanges and Pipe Fittings
- D. ASTM A536 - Ductile Iron Castings
- E. AWWA C504 - Standard for Rubber Seated Butterfly Valves
- F. AWWA C508 - Swing Check Valves for Waterworks Service, 2 inches (50 mm) through 24 inches (600 mm) NPS
- G. AWWA C509 - Resilient Seated Gate Valves for Water Supply Service
- H. AWWA C540 - Power Actuating Devices for Valves and Slide Gates
- I. AWWA C542 - Electric Motor Actuators for Valves and Slide Gates
- J. AWWA C550 - Protective Epoxy Interior Coatings for Valves and Hydrants
- K. AWWA C800 - Swing - Check Valves for Waterworks Service, 2 inches (50 mm) through 24 inches (600 mm) NPS
- L. ANSI/NSF Standard 61, Drinking Water System Components
- M. AWWA C530 - Pilot Operated Control Valves

1.04 SUBMITTALS

- A. Submit product data.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Submit the following:
 - 1. Technical descriptive data for the valves showing model number, size, capacity, weight, materials, accessories and other similar information. Catalog cuts are acceptable if they contain the necessary information.
 - 2. Storage, handling and installation instructions for the valves.

- 3. Warranty Certificate prepared in accordance with paragraph 1.03 herein.
- D. Operations and Maintenance Manuals to be prepared at District request.

1.05 PROJECT RECORD DOCUMENTS

- A. Submit product data as required.
- B. Accurately record actual locations of valves, connections, and invert elevations.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with the local water utility company requirements.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. All brass valves and fittings installed on a potable water supply line shall be made of "low-lead" materials and have a maximum lead content of 0.25 percent by weight. All low lead brass fittings shall be stamped or embossed with a mark indicating that the product is manufactured from low-lead alloys.
- D. Consideration will only be given to suppliers who can demonstrate that their valve complies with these specifications having had successful and documented experience of the size, quality, performance and reliability to that specified, and who can successfully demonstrate this criteria to the Engineer.
- E. Each manufacturer shall have at least ten (10) years of experience in the design and manufacture of the specified valve.

1.07 WARRANTY

- A. Provide a Warranty Certificate typed on company letterhead and signed by an authorized officer of the manufacturer.
- B. The instrument manufacturer shall guarantee all components to be furnished under this section to be free from defects in design, materials and workmanship for a period of twenty-four (24) months commencing on the date the instrument was placed in permanent and consistent operation.
- C. During the guarantee period, if any part or equipment component is defective or fails to perform when operating at design conditions and if the equipment has been installed and is being operated and maintained in accordance with the written instructions provided by the manufacturer; the manufacturer shall repair or exchange at the discretion of the Owner such defective part(s) free of any and all charges. The cost of labor and all other expenses resulting from the repair or replacement of the defective part(s) and from installation of part(s) furnished by this Warranty shall be borne solely by the manufacturer.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, protect and handle products to site.
- B. Deliver and store valves in shipping containers with labeling in place.

1.09 FIELD SERVICES

- A. Supply and credit to the Owner field services as required.

- B. Provide the following field services:
 - 1. One (1) day totaling eight (8) hours for the pressure relief - pressure sustaining valve manufacturer. During these visits, the representative shall check the installation, make all necessary adjustments, and otherwise place the specified valve into permanent operation. As part of startup activities, the representative shall check the terminal connections and the specific work of the Contractor. Before substantial completion, provide operation and maintenance instruction to the Owner. A complete review of the Operations and Maintenance Manual for the pressure relief - pressure sustaining valve shall be presented at this time.

1.10 SERVICE CONDITIONS

- A. All components of the control instruments shall be designed for continuous duty.
- B. Provisions shall be made for adjustments or replacements of all parts.

PART 2 - PRODUCTS

2.01 BUTTERFLY VALVES (FLANGED TYPE)

- A. Manufacturers:
 - 1. PRATT, Model 2FII
 - 2. Mueller, Lineseal III
 - 3. GA Industries, Series 800
 - 4. Approved equal.
- B. Flanged end butterfly valves shall be of the rubber-seated, tight closing type, with cast body and disc. Valves shall conform to the requirements specified in the governing Standard for Rubber-Seated Butterfly Valves, AWWA C504.
- C. Valve body shall be cast iron per ASTM A-126, Class B, with integrally cast hubs for shaft bearing housing, and 125 class flanged ends faced and drilled in accordance with ANSI B16.1, Standard for Cast Iron Flanges. Rated for 150 psig working pressure.
- D. Valve disc shall be symmetrical about the shaft axis with no external ribs, cast of alloy cast iron per Military Specification MIL 6-858a, Class I. Valve shaft shall be of a solid one-piece design of centerless ground 18-8 stainless steel or high strength steel (70,000 psi) completely isolated from line fluid.
- E. Taper pins, lock washers and nuts shall be 18-8 stainless steel. Valve seat shall be of molded natural rubber, recess mounted, bonded and mechanically secured to the valve body or disc. Sleeve type bearings of self-lubricating material shall be installed in the hubs of the valve body, designed for maximum load of 2,500 psi or one-fifth the compressive strength of the material, whichever is highest.
- F. A shaft seal shall be provided in the valve body hub where the shaft extends through same. The one-piece cast gland follower studs and nuts shall be bronze. Packing shall be self-adjusting split "V" type, or triple "O" ring.
- G. Manual Valve Operators
 - 1. Manual operators shall be of the worm and gear type and shall be self-locking. The gear operators shall be permanently lubricated, totally enclosed, with adjustable stops for the open and closed position, and valve disc position indicator. The operator shall be designed so that a pull of not more than 80 pounds will produce an output torque sufficient to operate the valve under actual line pressures and velocities.

2. Valves shall be equipped with hand wheels and position indicators.
3. Provide manual valve operator wheel.

H. Electric Valve Actuators

1. Manufacturers: AUMA motor operator, Model SQXX.1 Auma Matic for 3" valves and larger.
2. Electric Valve Actuator operator shall conform to AWWA C504 and AWWA C540. Valve shall be electric motor actuated. The electric motor operator shall be designed to move the valve from fully open position to fully closed when electrical power is applied, and hold the valve in any intermediate position between full open and fully closed without creeping or fluttering. Valve, reducer, electric motor operator and accessories shall be furnished complete, ready for installation, from a single manufacturer. Electric motor enclosure shall meet NEMA 4 construction.
3. Electrical control housing shall be heavy cast aluminum and fully gasketed to meet NEMA 4, watertight construction.
4. Heavy duty motor shall operate from 120 VAC (nominal) single phase input source. Thermal cut-out switches shall be provided in case of motor overload. Internal heaters shall be provided to prevent damage from condensation within housing.
5. Gears and gear shafts shall be alloy steel and heat treated for hardness. All shafts shall mount in friction reducing bearings. Gear box housing shall be grease filled and sealed. No lubrication shall be required for the life of the unit.
6. Two (2) internal limit switches shall be preset at the factory and furnished for each extremity of valve disc travel. Adjustment of each limit switch within one-half degree of disc travel shall be possible. Two (2) additional external limit switches shall be furnished for signal or auxiliary control for both open and closed valve positions. Manual operation shall be available and shall be accomplished by means of a shaft, equipped with a flat wrench that extends through a sealed opening in the housing. A hand wheel for manual operation shall be supplied.
7. For each motorized butterfly valve, provide automatic and local valve controls which will include an open-close-automatic remote selector switch and timer that will open the valve and then close the valve as directed. Two (2) indicator lights shall be provided to indicate the OPEN (green) and CLOSED (red) positions.
8. Provide position indication by means of an indicator dial in full step at all items with valve travel during both powered and manual operation.
9. Provide manual valve operator wheel.

2.02 GATE VALVES

- A. Manufacturers:
1. MUELLER COMPANY; A-2361/2362
 2. Approved equal.
- B. AWWA C509, ASTM A126, Class B, cast iron body, resilient wedge gate fully encapsulated with rubber, bronze trim, forged [rising] [non-rising] bronze stem, stuffing box shall be triple o-ring seal, opening to the:
1. Left (counter clockwise)
 2. Right (clockwise)
- C. Valve shall have nominal 10 mil fusion epoxy coated interior and exterior surfaces. Epoxy coating shall comply with ANSI/AWWA C550 and ANSI/NSF 61 standards.
- D. Operator:
1. Manual
 - a. Handwheel
 - b. Two-inch square cast iron wrench nut
 - c. Two-inch square cast iron wrench nut with indicating floor stand

- E. AWWA C509, ASTM A126, Class B, cast iron body, bronze trim, forged bronze non-rising stem, resilient wedge gate and fully encapsulated with rubber, stuffing box shall be triple o-ring seal, two-inch square (at base) cast iron wrench nut opening to the left (counter clockwise), with indicating type floor stand, non-rising stem with hand wheel and flanged ends, Class 250.
- F. Buried gate valves shall be in accordance with Section 331116.

2.03 CHECK VALVES

- A. Horizontal Swing Arm with limit switch
 - 1. Manufacturers:
 - a. GOLDEN ANDERSON, Figure 350
 - b. CLOW, Model 206
 - 2. Quiet closing, outside lever and weight with adjustable air cushion chamber, ASTM A126 C1.B cast iron body and valve disc, stainless steel shaft, bronze seal and gate rings, watertight on closing, horizontal, resilient seat ring. AWWA C508, full flow area not less than the area of a circle with a diameter equal to the nominal pipe size, flanged ends, Class 125, working pressure of 250 psi.
 - 3. Valve shall be provided with a mounted plunger actuated limit switch.
 - 4. SCADA compatible, Nema-4 heavy duty limit switch with DPDT contacts shall be provided.
- B. Wafer
 - 1. Manufacturer:
 - a. GOLDEN ANDERSON, Figure 290D
 - 2. Quiet closing, 200 PSI, ASTM A126 B iron body with B-62 bronze seat, plug, and bushings, and Buna-N rubber o-ring, watertight on closing.
- C. Tilted Disc
 - 1. Manufacturers:
 - a. VAL-MATIC Series #9000
 - b. Approved equal.
 - 2. AWWA C508, tilted disc, metal-seated, full body type with ANSI B16.1 Class 125 iron flanges or ANSI B16.42 Class 150 ductile iron flanges. Inspection ports shall be provided upstream and downstream of the valve disc.
 - 3. The valve body shall be constructed of ASTM A126 Class B cast iron for valves up to 10" and ASTM A536 Grade 65-45-12 ductile iron for valves 12" and larger. The valve body shall consist of two sections bolted together as a central diagonal flange inclined at an angle of 55 degrees. Valve shall be rated for a minimum of 285 psi at 100 degrees F.
 - 4. The disc in sizes up to 10" shall be one-piece construction with integral seat and constructed of ASTM B271 Alloy C95400 aluminum bronze. 12" and larger discs shall be ASTM A126 Class B cast iron. The disc seating ring shall be ASTM B271 Alloy C95500 centrifugally cast aluminum bronze. The mating seat ring located in the body shall be ASTM B 271 Alloy C95400 centrifugally cast aluminum bronze.
 - 5. The pivot pins shall be ASTM B505 Alloy C95500 aluminum bronze and shall be guided by a bushing constructed of ASTM B505 Alloy C95400 aluminum bronze. (12" and larger).
 - 6. The eccentric pivot trunnions shall be located to divide the disc into approximately 1/3 and 2/3 proportions and also allow the seating surface of the disc to rotate away from the seating surface of the seat ring without contact. Clearance shall be provided between the pivot pin and bushing when the disc is seated to prevent binding and to ensure a tight seal.
 - 7. The flow area through the valve body inlet and outlet shall be equal to the nominal pipe size and gradually increase to an area 40 percent greater at the valve seat. Cv coefficients shall be verified by an independent laboratory.
 - 8. The valve disc and seat shall have a seating surface finish of 32 micro-inch or better to ensure positive seating at all pressures. The leakage rate shall not exceed one-half of the allowable rate allowed by AWWA Standard C508 or 0.5 oz per hour per inch of valve size.

9. The valve shall be hydrostatically tested at 1.5 times its rated cold working pressure. The valve interior and exterior shall be coated with an ANSI/NSF 61 certified epoxy coating.
10. A position indicator shall be supplied on 6" and larger valves and visually show disc position at all times.
11. Valve shall be provided with a mounted plunger actuated limit switch.
12. SCADA compatible, Nema-4 heavy duty limit switch with DPDT contacts shall be provided.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install control valves and components in accordance with the written and/or verbal instructions provided by the manufacturer.
- B. All components shall be fully tested and verified for service by the manufacturer. Each manufacturer shall provide a MSR as specified in Section 017500 - Starting and Adjusting.

3.02 INSTALLATION

- A. All valves, valve accessories and static mixers shall be installed by workers thoroughly experienced in such work and all valve work shall be properly supported and aligned and present a neat and workmanlike appearance. All other required temporary or permanent supports for the valves shall be included in this contract to the approval of the Engineer.
- B. Secure all floor stands to support members using stainless steel hardware. Field touchup floor stands after installation.
- C. Plug valves shall be installed with the pressure side correctly placed.
- D. Set valves in a plumb or level position, as applicable.
- E. Install check valves for proper direction of flow. Adjust cushion chamber check valve to prevent water hammer at service conditions.
- F. Assemble flanged joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly with a torque wrench.
- G. All flanged valves shall be furnished and installed with a Style 128 flange adapter by Dresser Industries, Inc. or equal.
- H. Paint all installed valves and piping in accordance with Section 099744.
- I. Before each valve is installed, pipe lines should be flushed of all chips, scale, and foreign matter.

3.03 INSPECTION, HANDLING AND STORAGE

- A. Inspection - All valves and accessories are subject to inspection by the Engineer at the point of delivery for manufacturer, direction of opening, freedom of operation, tightness of pressure-containing bolt, cleanliness of valve ports and especially seating surfaces, handling damage, cracks and any other damage.
- B. Valves found to be either defective or damaged shall be rejected and immediately removed from the job site.

- C. Handling - All valves shall be loaded and unloaded by lifting with hoists or skidding under control with ropes in order to avoid shock or damage. Under no circumstances shall valves and boxes be dropped.
- D. Storage - Valves, joint accessories and other appurtenances, if stored, shall be kept safe from damage. The interior of the valve and the joint accessories shall be kept free from dirt or foreign matter at all times.
- E. Perform operating tests on valves as per the manufacturers recommendations as required to determine they are in satisfactory operating condition and do not leak. All valves upon completion of the work shall be checked to determine they are in an open position, unless otherwise indicated.

END OF SECTION 402324

APPENDIX A

WORK ORDER FORM

WORK ORDER FAX

To: _____

W.O. # _____

Fax No.: _____

Date: _____

Address: _____

Time: _____

**Re: Riverhead Water District
Electrical System Maintenance and Emergency Services Contract
Contract No.: RDWD2302 (M)**

Dear [Contractor]:

This will confirm that your firm has been assigned the following work under the above referenced contract:

- ☐ - Emergency Status (3 hour response time required)
- ☐ - Non-Emergency Status (Time stipulation below)

Commence On or After: _____

Complete Work by: _____

Work Description: _____

Please sign below to confirm that you have received and accepted this assignment and that you agree to complete the work in accordance with the above schedule.

Very truly yours,

Riverhead Water District

Frank Mancini

AGREED AND CONSENTED:

Contractor

P.O. # _____

Date

APPENDIX B

**EXISTING WATER SUPPLY WELLS
EXISTING STORAGE FACILITIES
EXISTING BOOSTER FACILITIES
EXISTING TREATMENT FACILITY**

**RIVERHEAD WATER DISTRICT
EXISTING WATER SUPPLY WELLS**

WELL NO.	PLANT LOCATION	NYSDEC NO.
1(A)	1035 Pulaski Street, Riverhead	S-108348
2	1144 Pulaski Street, Riverhead	S-7261
3(A)	1035 Pulaski Street, Riverhead	S-111777
4-1	1124 Osborne Avenue, Riverhead	S-30271
4-2		S-34732
5-1	162 Middle Road, Riverhead	S-66685
5-2(A)		S-124088
7-2	795 Fresh Pond Avenue, Calverton	S-89133
7-3		S-105439
11-1	5737 Middle Country Road, Calverton	S-114622
11-2		S-122918
12-1	4062 Grumman Blvd, Calverton	S-49605
15-1	306 Tuthills Lane, Jamesport	S-129655
15-2		S-129656
15-3		S-129657
16	1420 Edwards Ave, Calverton	S-129453
17	1596 Northville Tpke., Riverhead	S-130317

**RIVERHEAD WATER DISTRICT
EXISTING STORAGE FACILITIES**

SITE NO.	LOCATION	DESCRIPTION OF TANK	OPERATING CAPACITY (MG)
3	644 Pld Country Rd, Riverhead	Elevated Steel	0.750
10	160 Sound Shore Road, Jamesport	Steel Ground	1.500
1	1035 Pulaski Street, Riverhead	Elevated Steel	0.160
8	95 Palane North, Calverton	Steel Standpipe	1.000
9	218 Great Rock Drive, Wading River	Steel Standpipe	0.830
15	306 Tuthills Lane, Jamesport	Concrete Ground	2.000

**RIVERHEAD WATER DISTRICT
EXISTING BOOSTER FACILITIES**

SITE NO.	LOCATION	NO. OF BOOSTERS
6	Osborn Ave.	2
8	Palane Ln.	1
9	Great Rock Rd.	3
10	Sound Shore	2
13	Sound/Roanoke Ct.	2
14	Sound/West	1
15	Tuthills Ln	3
18	Dogwood	1

**RIVERHEAD WATER DISTRICT
EXISTING TREATMENT FACILITY**

SITE NO.	LOCATION	TREATMENT
5	Middle Road	Iron & Manganese Removal (Two Filters) & PFAS Removal (Two Vertical GAC Pressure Filters)
16	Edwards Avenue	Perchlorate Treatment (One Vertical Ion Exchange Vessel)

APPENDIX C

PREVENTATIVE MAINTENANCE SCHEDULE

RIVERHEAD WATER DISTRICT

MECHANICAL MAINTENANCE AND EMERGENCY SERVICES CONTRACT

PREVENTATIVE MAINTENANCE SCHEDULE

PLANT NO. _____

YEAR: _____

TASK	DATE PERFORMED	NOTES/ FINDINGS	MECHANIC'S NAME (PRINT)	MECHANIC'S SIGNATURE
1. Visual Inspection for Leaks/Corrosion:				
a. Plant Piping				
b. Chemical Piping				
c. Valves				
d. Pumps				
e. Tanks				
2. Sump Pump Operating:				
a. Check Float				
3. Valve Operations:				
a. Manually Turn Controllers				
b. Verify Electric Controller Operation				
c. Visually Inspect Pilot Valve Settings				
4. Chemical Feed Equipment:				
a. Chlorinators:				
1. Check Pump Operation				
2. Check Mixer Operation				
3. Inspect for Leaks				
4. Inspect Valves				
5. Inspect for Corrosion & Scale Build-Up				
6. Remove Scale Build-Up				
b. Lime Dispensing Equipment:				
1. Check Feeder Operation				
2. Lubricate Feeder per Manufacturer's Requirements				
3. Inspect for Corrosion & Lime Build-Up				
4. Remove Lime Build-Up				
5. Check and Maintain Lime Mixing System				
6. Check Dust Control Equipment				
7. Replace Filters				
c. Sequestering Equipment:				
1. Check Pump Operation				
2. Inspect for Leaks				
3. Inspect Valves				

RIVERHEAD WATER DISTRICT

MECHANICAL MAINTENANCE AND EMERGENCY SERVICES CONTRACT

PREVENTATIVE MAINTENANCE SCHEDULE

PLANT NO. _____

YEAR: _____

TASK	DATE PERFORMED	NOTES/ FINDINGS	MECHANIC'S NAME (PRINT)	MECHANIC'S SIGNATURE
5. Analyzers, Gauges:				
a. Visually Inspect for Leaks				
b. Visually Inspect for Corrosion				
c. Confirm Signals				
d. Check Reagents				
e. Calibrate pH and CL2 Analyzers per Manufacturer's Requirements				
6. Pumps (other than well pump or booster pump):				
a. Check Pump Operation				
b. Check Rotation				
c. Visually Inspect Seals				
d. Replace Packing/Diaphragm/Seals				
e. Lubricate As Necessary				
f. Replace Filters				
g. Check for Overheating				
7. Tanks:				
a. Visually Inspect for Leaks				
b. Inspect Containment Areas				
c. Manually Test Alarms				
d. Inspect for Corrosion and Scale Build-Up				
e. Inspect Gauges, Verify Operating Properly				

Note :

Where there is more than one piece of equipment, add additional sheets.

If equipment is not present indicate - NA

At all sites, Preventative Maintenance must be performed annually between January 1 and April 30.