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CONTRACT AND SPECIFICATIONS

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



PROCESS CONTROL SYSTEM MAINTENANCE AND EMERGENCY SERVICES CONTRACT

Project No: RDWD2302 (PC)

TOWN SUPERVISOR

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NOVEMBER 2023

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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
PROCESS CONTROL SYSTEM MAINTENANCE AND EMERGENCY SERVICE CONTRACT
PROJECT NO.: RDWD2302 (PC)**

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 (PC) , PROCESS CONTROL SYSTEM MAINTENANCE AND EMERGENCY SERVICE 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
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END OF SECTION 004105

PROCESS CONTROL SYSTEM MAINTENANCE
AND EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (PC)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 7, 2023

**PROCESS CONTROL SYSTEM 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 control maintenance, and repair service 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 not be limited to work on instrumentation and control equipment as listed in Section III below.
2. Perform scheduled preventative maintenance on process electrical 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/email 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 including nights, weekends, and holidays.
6. Notification from the Water District may also be via phone call (for emergency work) and a fax/e-mail 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.

III. SPECIFICATIONS

This contract is for the provision of Control System services, both scheduled and emergency, at the facilities of the Riverhead Water District.

1. The contractor shall have a demonstrable, minimum of five (5) years experience in the water field, with specific knowledge of instrumentation and control systems, Allen-Bradley RSVIEW 32, Factory talk software, Allen-Bradley Panelbuilder software, modifications to Allen-Bradley

PROCESS CONTROL SYSTEM MAINTENANCE
AND EMERGENCY SERVICES CONTRACT
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RIVERHEAD WATER DISTRICT
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BID DATE: DECEMBER 7, 2023

Panelview series graphic user interfaces, Allen Bradley SLC 5 and Micrologics series PLC's and I/O modules, broad band ethernet networks, MDS net I/O radio modems, VPN appliances, routers, tone telemetry, communication modems, motor control circuitry and logic, PID control, PLC troubleshooting both hardware and software.

2. Contractor to submit with bid a list of all licensing support offered.
3. Contractor to submit with bid a list of all manufacturer's the contractor provides support to.
4. 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.
5. Routine and emergency service is expected to center around, but not be limited to, the troubleshooting, repair and modifications of the control and instrumentation systems.
6. A Preventative Maintenance Inspection Program is an integral part of this contract. The Preventative Maintenance Program is designed to detect and remediate existing or potential problems in the electrical systems of the District's well, booster and water storage sites. See Division 1 and Appendix C for a detailed summary of work to be performed at each site.
7. The Preventative Maintenance Program 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, and will be paid in accordance with the submitted schedule.
8. At all sites, Preventative Maintenance must be performed annually between January 1 and April 30.
9. Contractor shall be required to provide written notification on the number of hours worked and a description of the work within 48 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.
10. 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 20% of this cost may be added to that item's cost for profit and overhead. **Invoice payment will not be made without this information.**
11. For Preventative Maintenance Inspections see Appendix C. Check-list must be properly completed and submitted with the contractor's payment invoice. **Invoice payment will not be made without this information.**
12. The contractor shall abide with the terms of the District's Energy Control/Lock Out, Tag Out Program, and 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.

PROCESS CONTROL SYSTEM MAINTENANCE
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RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 7, 2023

13. 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.
14. Certain facilities may require contractor to enter confined space to perform the work required. The contractor shall employ personnel trained in confined space safety and shall be responsible for supplying all equipment necessary for entering and working within a confined space.
- ~~15. 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. The cost of the Annual Assessment will be considered exempt. The Maintenance Bond shall remain in full force and effect for a period of one (1) year after the date of the bond.~~
- ~~16. The 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 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.~~
17. Any programing purchased through this contract will become the property of the Riverhead Water District.

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. Perform preventative maintenance between January 1 and April 30 of each year.

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 at the work location.
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.

PROCESS CONTROL SYSTEM MAINTENANCE
AND EMERGENCY SERVICES CONTRACT
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RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 7, 2023

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. ~~Furnished materials and parts that are not specifically defined within the unit pricing schedule shall be reimbursed at cost plus the overhead and profit mark-up allowance provided under Item 7B.~~
9. The Water District reserves the right to provide parts and materials from its own stock to the contractor for installation, with no mark-up.
10. ~~The cost of the Maintenance Bond shall be reimbursed to the contractor upon its acceptance from the Town. The contractor shall not be eligible for overhead or profit to be paid on the bond and shall provide the Town with copies of invoicing from its Surety upon submission of reimbursement. The cost of the Maintenance Bond will be paid out of Item 8B.~~

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, material and equipment necessary to perform the work of distribution system repair and maintenance subject to the terms and conditions set forth in the bid documents.

PROCESS CONTROL SYSTEM MAINTENANCE
AND EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (PC)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 7, 2023

A. Bid Form:

Item No.	Description	Hourly Rates		
		Jan. 1, 2024 thru Dec. 31, 2024	Jan. 1, 2025 thru Dec. 31, 2025	Jan. 1, 2026 thru Dec. 31, 2026
1A	Minimum Basic Service Charge (non-emergency) – Scheduled. First two hours on site - (travel time to and from not included).	\$	\$	\$
2A	Minimum Emergency Service Charge – Emergency. First two hours on site - (travel time to and from not included).	\$	\$	\$
3A	Straight Time Hourly rate, including one technician, for Control system services 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>	On-site: \$ _____ Remote: \$	On-site: \$ _____ Remote: \$	On-site: \$ _____ Remote: \$
4A	Overtime Hourly rate, including one technician, for Control system services 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>	On-site: \$ _____ Remote: \$	On-site: \$ _____ Remote: \$	On-site: \$ _____ Remote: \$
5A	Overtime Hourly rate, including one technician, for Control system services of District facilities, <i>Saturday and Sunday – All Hours.</i>	On-site: \$ _____ Remote: \$	On-site: \$ _____ Remote: \$	On-site: \$ _____ Remote: \$
6A	Overtime Hourly rate, including one technician, for Control system services of District facilities, <i>Holidays – All Hours. Provide list of holidays with your bid.</i>	On-site: \$ _____ Remote: \$	On-site: \$ _____ Remote: \$	On-site: \$ _____ Remote: \$
7A	Scheduled preventative maintenance inspection as described in these proposal documents for 18 sites and District main office – <i>Lump sum</i>	\$	\$	\$

Notes:

- ◆ 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.
- ◆ Hourly rates requested for both on-site and remote for all time rates listed. On-site deemed time spent on-site at a District facility. Remote deemed as time spent working on Districts system without visiting the site.

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RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
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BID DATE: DECEMBER 7, 2023

B. Bid Comparison:

Item No.	Description	Number of Units	Total Price		
			Jan. 1, 2024 thru Dec. 31, 2024	Jan. 1, 2025 thru Dec. 31, 2025	Jan. 1, 2026 thru Dec. 31, 2026
1B	Minimum Basic Service Charge	4 units	\$	\$	\$
2B	Minimum Emergency Service Charge	1 unit	\$	\$	\$
3Ba	Straight time hourly labor rate (on-site rate)	20 hours	\$	\$	\$
3Bb	Straight time hourly labor rate (remote rate)	20 hours	\$	\$	\$
4Ba	Overtime hourly labor rate weekdays (on-site rate)	8 hours	\$	\$	\$
4Bb	Overtime hourly labor rate weekdays (remote rate)	8 hours	\$	\$	\$
5Ba	Overtime hourly labor rate weekends(on-site rate)	8 hours	\$	\$	\$
5Bb	Overtime hourly labor rate weekends (remote rate)	8 hours	\$	\$	\$
6Ba	Overtime hourly labor rate holidays (on-site rate)	4 hours	\$	\$	\$
6Bb	Overtime hourly labor rate holidays (remote rate)	4 hours	\$	\$	\$
7B	Equipment and materials (See notes below)	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8B	Annual Preventative Maintenance per Site	18 sites	\$	\$	\$
Bid Comparison Totals: (Sum of Items 1B through 8B)			\$	\$	\$

Notes:

1. Quantities provided are estimates only and will vary. Actual equipment and material cost will vary based on work authorized in writing by the 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.**
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 Riverhead 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.

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RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 7, 2023

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 separately develop and bid similar 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 Contractor shall not be eligible for payment under Item 1A for site visits associated with Item 7A or 8B, Preventative Maintenance Inspections.
9. 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. Payment shall be made based on time at site and not include travel time. See Section C below.
10. Preventative maintenance inspection shall be performed by a journeyman experienced in such work.
11. The Town/District reserves the right to award this contract based on either the total bid or any combination of items. The Town/District reserves the right to award the bid to multiple entities. The Town/District reserves the right to reject any or all bids.
12. Within ten (10) days (Sundays and legal holidays excepted) after acceptance of this bid by the town/district, the bidder shall execute the contract. The bidder shall furnish the required bonds and insurances to the water district's attorney within the same time frame.
13. The bidder represents herewith that he is aware of the working conditions, has carefully reviewed the proposal and specifications, has checked and certifies the accuracy of the bid.
14. The contractor shall coordinate all work with the District to minimize disturbances to District operations.

PROCESS CONTROL SYSTEM MAINTENANCE
AND EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (PC)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 7, 2023

C. Additional Technician/Electrician

Will the Bidder assign a "helper" or second technician/electrician to jobs? If so, please detail the circumstances; your answer will be considered as part of your bid.

D. Bidder Information and Certification:

Company Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Emergency Number: _____ Email: _____

_____ Email: _____

Federal I.D. or SS Number: _____

Authorized Representative Signature Title

Print Name Date

THE TOWN OF RIVERHEAD/RIVERHEAD WATER DISTRICT RESERVES THE RIGHT TO REJECT
ANY OR ALL BIDS.

PROCESS CONTROL SYSTEM MAINTENANCE
AND EMERGENCY SERVICES CONTRACT
H2M PROJECT NO.: RDWD2302 (PC)

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 7, 2023

WITHIN TEN (10) DAYS (SUNDAYS AND LEGAL HOLIDAYS EXCEPTED) AFTER ACCEPTANCE OF THIS BID BY THE TOWN/DISTRICT, THE BIDDER SHALL EXECUTE THE CONTRACT. THE BIDDER SHALL FURNISH THE REQUIRED BONDS AND INSURANCES TO THE WATER DISTRICT'S ATTORNEY WITHIN THE SAME TIME FRAME.

THE BIDDER REPRESENTS HERewith THAT HE IS AWARE OF THE WORKING CONDITIONS, HAS CAREFULLY REVIEWED THE PROPOSAL AND SPECIFICATIONS, HAS CHECKED AND CERTIFIES THE ACCURACY OF THE BID.

THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE DISTRICT TO MINIMIZE DISTURBANCES TO DISTRICT OPERATIONS.

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:

PROCESS CONTROL SYSTEM MAINTENANCE AND EMERGENCY SERVICE 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 <u>Business Entity</u> 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

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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

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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.

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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

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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:

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- 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

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- 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 control and instrumentation 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. 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 electrical components, calibration of electrical components, electrical 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.
- D. 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 electric circuit boards, PLC's, routers, network components, telemetry and tone equipment, chart recorders 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.
- E. The term "crew" where used shall refer to a two (2) man team of a journeyman technician and an apprentice technician or laborer. The crew shall only be required when the work entails effort that the journeyman technician 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. National Electric 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.

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. 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.
- K. Do not discard or dispose of any waste on-site.

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 7:30 am - 4:00 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.

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 20% (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 20% 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.
- C. Electrical Work: Conform to the requirements of the National Electrical Code (NEC) unless otherwise shown or specified. The Owner will be the sole judge of the interpretation of these rules and requirements.

1.03 GOVERNING AGENCIES

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
 - 1. Occupational Safety and Health Act - OSHA
 - 2. State Department of Environmental Conservation
 - 3. National Electrical Code
 - 4. Suffolk County Department of Health Services.
 - 5. Town of Riverhead Codes and Requirements
 - 6. 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 UTILITY WORK WITHIN RIGHT-OF-WAY

- A. 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).

- B. 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.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 014100

APPENDIX A

WORK ORDER FORM

WORK ORDER FAX

To: _____

W.O. # _____

Fax No.: _____

Date: _____

Address: _____

Time: _____

**Re: Riverhead Water District
Process Control System Maintenance and Emergency Services Contract
Contract No.: RDWD2302 (PC)**

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

PROCESS CONTROL SYSTEM MAINTENANCE AND EMERGENCY SERVICE

PREVENTATIVE MAINTENANCE SCHEDULE

PLANT NO. _____

YEAR: _____

TASK	DATE PERFORMED	NOTES/ FINDINGS	MECHANIC'S NAME (PRINT)	MECHANIC'S SIGNATURE
1. Flow/Pressure Controls:				
a. Verify Flow/Pressure Transmitters are Operating Properly				
b. Check Indicating Chart Recorders are Operating Properly - Replace Pens As Necessary (Customer Supplied)				
2. Telemetry:				
a. Verify PLC's are Receiving Proper Signals				
b. Verify PLC's are Not Overheating				
c. Verify Tone Signal Equipment is Operating Properly				
d. Verify with Plant Operator on any Software/Hardware Issues				

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.