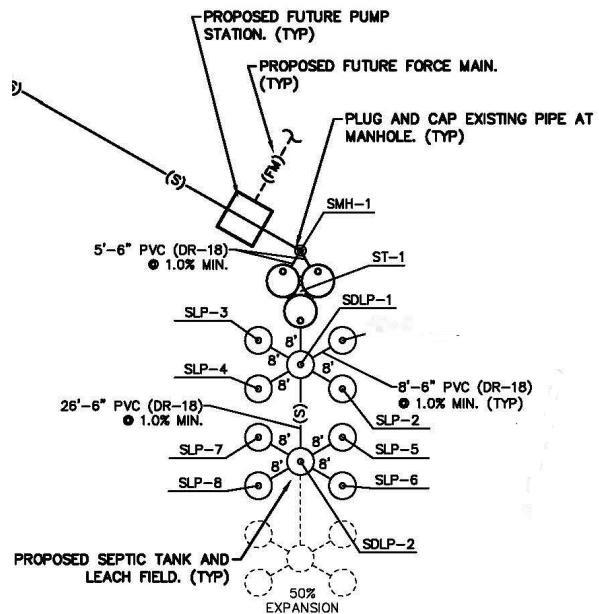




# **TOWN OF RIVERHEAD SUFFOLK COUNTY, NEW YORK**

## **Veterans Memorial Park Sanitary System Calverton, New York**

**April 2024**



**Town of Riverhead  
Engineering Department  
1295 Pulaski Street  
Riverhead, NY 11901**

# **Town of Riverhead**

## **Veterans Memorial Park Sanitary System Calverton, New York**

**TOWN OF RIVERHEAD  
4 WEST SECOND STREET  
RIVERHEAD, NY 11901  
SUFFOLK COUNTY**

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**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for **VETERANS MEMORIAL PARK SANITARY SYSTEM** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 4 W Second Street, Riverhead, New York, 11901, until **11:00 a.m.** on **May 1, 2024** at which time all bids received shall be opened and read aloud.

Bid Specifications and/or Plans may be obtained by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov) on or after April 11, 2024. Click on “Purchasing Department”, then “Current Bids and RFPs” and follow the instructions to register.

**A pre bid meeting will be held on April 17, 2024 at 10:00 AM** at the Veterans Memorial Park main parking lot, Middle Country Rd, Calverton.

**BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD**

**JAMES M. WOOTEN, TOWN CLERK**

## **PROJECT OVERVIEW**

The scope of this project involves the construction of a 5,232 GPD sanitary system consisting of a 12,000-gallon septic tank (4-10' diameter x 6' solid concrete rings), 112' of 10' diameter leaching rings, approximately 2500' of 8" PVC pipe and associated manholes and valves at Veterans Memorial Park in Calverton, NY. Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Veterans Memorial Park Sanitary System" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

Bidders are advised that there will be a Mandatory Pre-Bid Meeting and Site Inspection on April 17, 2024 at 10:00 am. The Mandatory Pre-Bid Meeting will be held at the Veterans Memorial Park main parking lot located at 5789 Middle Country Road, Rt. 25, Calverton, NY

## **INSTRUCTIONS TO BIDDERS**

- 1. Receipt and Opening of Bids.**
- 2. Form, Preparation and Presentation of Proposal.**
- 3. Bid Security.**
- 4. Qualifications of Bidders.**
- 5. Rejection of Bids.**
- 6. Withdrawal of Bid.**
- 7. Bidder's Responsibility.**
- 8. Construction Terms and Conditions.**
- 9. Security for Faithful Performance.**
- 10. Foreign Contractors.**
- 11. Lien Law.**
- 12. Subcontractors and Suppliers.**
- 13. Penal Law.**
- 14. Refusal to Waive Immunity.**
- 15. Addenda and Interpretations.**
- 16. Liquidated Damages.**
- 17. Exemption from Sales and Use Taxes.**
- 18. Method of Award.**
- 19. Time for Commencement of Work.**
- 20. Payments.**
- 21. NYS Labor Law.**
- 22. NYS Wage Rates.**
- 23. Insurance Required by the Town of Riverhead.**
- 24. Term of Contract.**
- 25. Certified Payroll Records.**
- 26. No Lien & Wage Disclaimer.**
- 27. Minority and Women Owned Businesses**

## **INSTRUCTIONS TO BIDDERS**

### **1. RECEIPT AND OPENING OF BIDS**

Pursuant to Town Board Resolution, the Town of Riverhead invites bids on the forms herein provided for the Veterans Memorial Park Sanitary System. Seal bids will be received by the Office of the Town Clerk, Riverhead Town Hall, 4 West Second St. Riverhead, NY 11901 until 11:00am on May 1, 2024 at which time they will be publicly opened and read aloud.

#### **A) MANDATORY RE-BID MEETING**

Bidders are advised that there will be a Mandatory Pre-Bid Meeting and Site Inspection April 17, 2024 at 10:00 am. The Mandatory Pre-Bid Meeting will be held at the Veterans Memorial Park main parking lot located at 5789 Middle Country Road, Rt. 25, Calverton, NY across from the Calverton National Cemetery. Please note that failure to attend the Mandatory Pre-Bid Meeting and Site Inspection will result in disqualification of the bidder.

### **2. FORM, PREPARATION AND PRESENTATION OF PROPOSAL**

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the bidder. The complete bid for this work shall be enclosed in a sealed envelope properly endorsed. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the total or gross sum for which the bid is made. Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized proposal form or that contract irregularities of any kind may be rejected. In case of discrepancy between the unit price and total amount of bid for any item, the unit price, as expressed in words, shall govern.

### **3. BID SECURITY**

- (A) The bid must be accompanied by a certified check on the solvent bank or trust company with its principal place of business in New York State, or an acceptable bid bond, in an amount equal to not less than five percent (5%) of the total bid, made payable to the Town of Riverhead (herein identified as the Town), as assurance that the bid is made in good faith. The certified checks or bid bonds will be returned after execution of the contract between the Town and the successful bidder; the certified check or bid bond of the successful bidder will be retained until filing and approval of the Performance Bond and until the completion of ten percent (10%) of the work under the contract.
- (B) The successful bidder, upon his failure or refusal to execute and deliver the contract insurance and bonds required within five (5) days after the date of notice of acceptance of his bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his bid.
- (C) Each proposal must also be accompanied by a Letter of Intent from a surety company acceptable to the Town, which letter shall assure the Town that the bidder, if awarded the Contract, will be able to secure from the surety the required bonds in the required amounts.

#### **4. QUALIFICATIONS OF BIDDERS**

(A) Forms or qualifications of bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the work will be provided, and the three lowest bidders shall be prepared to file at the option of the Town said form, properly filled in and sworn to in the Office of the Town Clerk within five (5) days after the opening of bids. **Bidders must be in the regular business of constructing large scale Suffolk County Department of Health Services (SCDHS) approved sanitary and gravity pipe systems and hold all necessary licenses and/or permits that may be required by the SCDHS. Proof of same must be provided upon request by the Town or SCDHS.**

(B) Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission. If a financial statement is already on file with the Town Clerk, a new one need not be submitted provided the information contained therein is not more than thirty (30) days old at the time of the opening of bids and provided the contractor has not materially changed since submission of said statement.

#### **5. REJECTION OF BIDS**

(A) The Town Board reserves the right to reject any bid if the evidence submitted in the qualifications statement of an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

(B) The Town Board reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. No bid shall be withdrawn for a period of one hundred eighty (180) days after being publicly opened and read.

(C) The Town Board reserves the right to reject any bids, in whole by a low bidder in which the owner of the low bidder has violated Prevailing Wage and Supplemental Payment Requirements of the Labor Law, and any other labor provisions, including but not limited to child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years. An owner is defined in this paragraph as an individual who owns more than 50% of a past or present company.

#### **6. WITHDRAWAL OF BID**

(A) Any bid may be withdrawn prior to the Bid Opening Date and Time specified above or authorized postponement.

(B) Bids may not be withdrawn before one hundred and eighty (90) days after the Bid Opening Date and Time, unless a clerical mistake or error is claimed by the Bidder.

(C) If a Bidder claims to have made a clerical mistake or error in his Bid, he shall notify the Owner within the time limitations set forth in General Municipal Law Section 103 (11) (a) together with all documentary evidence in support of the Bidder's claim of a bid mistake or error.

## **7. BIDDER'S RESPONSIBILITY**

- (A) The Bidder shall include the complete cost of furnishing all materials, labor and equipment necessary to complete the work in accordance with the plans and specifications, including all other expenses incidental thereto.
- (B) Bidders must examine the project site to fully comprehend the existing site conditions and work required to install the sanitary system and all gravity piping, manholes and items contained in the plans and specifications to provide a fully functioning sanitary system to serve the hockey rink area restroom and ball field restroom/concession stand and fully understand the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the contract documents.
- (C) **BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PREBID MEETING TO BE HELD AT THE TIME AND LOCATION INCLUDED IN SECTION 1(A) ABOVE. BIDDERS MUST BE REPRESENTED AT THIS MEETING AND SITE INSPECTION TO QUALIFY TO SUBMIT A BID TO ASSURE THE BIDDER IS TOTALLY FAMILIAR WITH THE SCOPE AND CONDITIONS OF WORK IN THIS CONTRACT.**
- (D) The contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Town.
- (E) No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for extension of time.

## **8. CONSTRUCTION TERMS AND CONDITIONS**

The successful bidder is advised that the work specified in the Conditions of Contract, together with the Information to Bidders, Form of Bid, Plans and Specifications and Instruction of the Town Engineer will be strictly enforced.

The term Town Engineer shall include his duly authorized representative.

## **9. SECURITY FOR FAITHFUL PERFORMANCE**

The successful bidder will be required to execute a Performance Bond in the amount of 100% of the price bid at the signing of this contract. The cost of associated bonding, shall be included in the cost of the unit and extended price items. At the point where the Town Engineer determines that the construction is substantially complete, a letter will be issued to the Contractor declaring substantial completion. Upon completion and acceptance of all of construction work the performance bond shall be converted to a maintenance bond in the amount of 25% of total project cost and shall be submitted to the Town. The maintenance bond will be held by the Town for a period of 12 months at which time it will be released to the contractor. If during the 12-month maintenance bond period any defects in construction arise, the contractor will be notified and corrective action

requested. If in the event the contractor fails to satisfactorily remedy any construction defects in a timely and acceptable manner, the Town may seek recourse from the bonding company.

## **10. FOREIGN CONTRACTORS**

Foreign contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this work. The certificate of the New York State Tax Commission to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

## **11. LIEN LAW**

All persons submitting bids represent and warrant that they have reviewed, are aware, and agree to be bound by is specifically called to the provisions of Section 25, including Subdivision 5, Section 25A and 25B of the New York State Lien Law, as amended, which mandates that every assignment of moneys, or any part thereof, due or to become due under a contract for a public improvement shall contain a covenant by the assignor that he will receive any moneys advanced thereunder by the assignee and will hold the right to receive such moneys as a trust fund to be first applied to the payment of trust claims as defined in section seventy-one of the lien law, and that he will apply the same to such payments only, before using any part of the moneys for any other purpose.in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims. Pursuant to Section 220-a of the Labor Law all contractors and subcontractors and subcontractors to subcontractors shall file an affidavit attesting to the payment to employees.

## **12. SUBCONTRACTORS AND SUPPLIERS**

Within five days after receipt from the Town Engineer of notice to begin work, the contractor will furnish written notice of names of all subcontractors to be employed on the project and the general items of work to be dome by them. Simultaneously, the contractor shall furnish written notice of the names and suppliers of materials to be used on the project. The town may disapprove, for good cause, any subcontractor or material supplier selected by the contractor by giving written notice of its disapproval within five (5) days after receiving the names of subcontractors and material suppliers, to the contractor who shall thereupon promptly notify the town of the names of the subcontractor or material supplier selected in replacement which shall again be subject to approval by the town.

## **13. PROTECTION OF UNDERGROUND FACILITIES**

Attention is called to New York State General Business Law Article 36, section 764; New York State Public Service Law section 119-b and New York State Code Rule 753, also known as Dig Safely New York. The successful bidder acknowledges, agrees and warrants that bidder has read, is familiar with and agrees to comply with the provisions addressed in the afore-mentioned legal sections. Section 1918 of the Penal Law as follows:

### **Subpart 753-3 DUTIES OF EXCAVATORS**

#### **753-3.1 Timing of notice for excavation or demolition.**

1. Before commencing or engaging in any non-emergency excavation or demolition, each excavator shall provide notice of the location and date of the planned excavation or demolition to the one-call notification system serving the vicinity in which the excavation or demolition is to take place.

2. Such notice shall be served at least two (2) but not more than ten (10) working days, not including the date of the call, before the commencement date of the excavation or demolition.

PLEASE NOTE: ADDITIONAL NOTIFICATION REQUIREMENTS ARE CONTAINED HEREIN AS ADDRESSED IN ATTACHMENT A. By accepting this bid award, you, as the successful bidder, agree to comply in all respects with the applicable legal sections addressed above and the provisions contained in Attachment A.

#### **14. REFUSAL TO WAIVE IMMUNITY**

Pursuant to the provisions of Section 103-A of the General Municipal Law, in the event that the bidder or any members, partner, director or officer of the bidder, should refuse when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State, of any political subdivision thereof or of an authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, firm director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, by, such person and any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation of termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

#### **15. ADDENDA AND INTERPRETATIONS**

Every request for information or interpretation of the Contract Documents or Drawings must be addressed in writing via email to Teresa Baldinucci, Purchasing Agent, at [baldinucci@townofriverheadny.gov](mailto:baldinucci@townofriverheadny.gov) and must be received no later than five (5) days prior to bid opening date. Any such interpretations or supplemental instructions will be in the form of written addenda, which will be posted to the Town website, and all prospective bidders will be notified via email. The failure of any bidder to receive any such addenda will not relieve the bidders of any obligations under his bid as submitted. Any addenda so issued shall become part of the Contract Documents.

#### **16. LIQUIDATED DAMAGES**

Liquidated damages in the amount of five hundred dollars and 00 Cents (\$500.00) will be assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents.

## **17. EXEMPTION FROM SALES AND USE TAXES**

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending Section 1115(a) of the Tax Law, specifically paragraphs 15 and 16, regarding political subdivisions, such as the Town of Riverhead, as described in subdivision (a) paragraph (L) of Section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in Tax Law Section 1115 (a) (15) and (16).

- (15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting structure or building of an organization described in subdivision (a) of Section 1116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.
- (16) Tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, or land of an organization described in subdivision (a) of Section 1116, as the terms real property, property or land are defined in the real property tax law are also exempt from payment of sales and use taxes; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into contract with the Town of Riverhead shall be exempt from payment of sales and use tax described above. Procedures and forms are available to the contractor direct from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York 12227.

## **18. METHOD OF AWARD**

This bid and bid specifications are part of a competitive procurement process, which is intended to serve the best interests of the Town of Riverhead. The Town will award to the vendor(s)/bidder(s) whose proposal is determined to be the lowest responsible bidder. Bid prices must be good for 90 days.

## **19. TIME FOR COMMENCEMENT OF WORK**

The bidder, when submitting his bid, must be prepared to commence work not later than five (5) business days after receiving a notice to proceed from the Town of Riverhead.

Work shall commence as stipulated in the construction schedule provided by the successful bidder subject to approval by the Town Engineer and/or other Town personnel and shall meet the stipulations of this contract. The entire work must be satisfactorily completed and the project improvements available for use within the completion time stipulated. For additional information see Conditions of Contract, Section 3, Time of Completion.

## **20. PAYMENTS**

Upon award of contract the successful bidder shall submit a schedule of values indicating milestones in work progress and assigned values for each milestone or task for review and approval of the Town Engineer or his duly authorized representative. Once agreed upon by the contractor and the Town, this schedule of values will become the basis of payment for periodic payments of work completed to date minus retention. Upon completion of each payment milestone or task, the contractor shall submit a payment request to include the schedule of values indicating work completed during this period, work completed to date and amount requested for work completed MINUS 5% retention. The form of invoices submitted by the contractor shall be an invoice on company letterhead detailing quantities of work complete and approved by the Town Engineer on company letterhead along with AIA Document 702 in the amount being requested, Certified Payroll Records, Wage Disclaimer and the No Lien Affidavit attesting to the payment of employees. Upon notification of 100% completion of all work, the Town Engineer shall make a final inspection of the site and develop a punch list any items or issues that need to be addressed by the contractor. Upon completion of any and all punch list items and upon sign off of final acceptance by the Town Engineer, final payment including any retention held will be paid to the contractor.

## **21. NYS LABOR LAW**

The contractor and each and every subcontractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

## **22. NYS PREVAILING WAGE RATES**

New York State Prevailing Wage Rates must be used in this contract. Prevailing Wage Rates for this project can be found in Appendix "A". The contractor shall use the Certified Payroll Form and Payroll Certification Form contained in the Appendix "A" herein.

## **23. INSURANCE REQUIRED BY THE TOWN OF RIVERHEAD**

The successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions of the Conditions of Contract:

- (A) Workers' Compensation Insurance.
- (B) Public Liability and Property Damage.
- (C) Contractor's Liability and Contractor's Property Damage.
- (D) Owner's Protective Public Liability and Property Damage.

Insurance documents meeting the requirements of Conditions of Contract, Section 38, Contractor's Insurance, shall be submitted within 5 calendar days from the date of award. Failure to provide acceptable insurance certificate(s) within this time frame shall result in the termination of Primary Contractor status.

## **24. TERM OF CONTRACT**

The term of the individual contract award shall be 60 days from the issuance of a Town Purchase Order and Notice to Proceed.

## **25. CERTIFIED PAYROLL RECORDS**

State of New York Department of Labor

On September 10, 1997, Governor Pataki signed into law Assembly Bill 6394-B amending Article 8, Section 220, of the NYS labor Law to include the following language:

Every contractor and sub-contractor shall submit to the department of jurisdiction within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury. The DEPARTMENT OF JURISDICTION shall be required to receive and maintain such payroll records.

The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.

New York State Prevailing Wage rates must be used in this contract. Prevailing Wage Rates can be found in Appendix "A" below. The contractor shall use the **Certified Payroll Form** and **Payroll Certification Form** contained in the Appendix "A" herein.

## **APPENDIX “A”**

# **NEW YORK STATE DEPARTMENT OF LABOR PREVAILING WAGE RATES AND FORMS**

## **Veterans Memorial Park Sanitary System**

**New York State Law requires you to keep detailed payroll records for each person employed on public work including name, address, telephone number, Social Security number, occupational classification in which worked, hourly wage rate paid, supplements provided, daily and weekly number of hours worked in each classification, deductions made, and actual wages paid.**

**Further, the law requires that “Every contractor and subcontractor submit to the Department of Jurisdiction (Town of Riverhead) a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury.”**

**Certified payroll records are to be submitted with every invoice as a requirement for payment. Certified payroll records should reference their corresponding invoice number and contract number.**

**Please submit all certified payrolls for this contract utilizing the attached forms for submission, as designated by the New York State Department of Labor.**

**Invoices will not be processed unless the completed forms are submitted in accordance with these guidelines.**

# **APPENDIX “A”**

## **CERTIFIED WAGE RATES AND REQUIRED PAYROLL FORMS**

**Veterans Memorial Park Sanitary System**

## **Insert Prevailing Wage Rates and Forms**



# **Veterans Memorial Park Sanitary System**

## **IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012(Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company : \_\_\_\_\_  
Date: \_\_\_\_\_

## **Instructions for Submission of Statements of Work Performed Personally**

- 1. Prime contractors or subcontractors who perform the work are required to submit in lieu of weekly statements of compliance and payrolls with respect to the payment of wages pursuant to the Copeland Anti-kickbacks regulations, a certified statement clearly showing (1) their contractual relationship (2) the scope and dates of work performed (3) that they received no wages; and (4) that no mechanics or laborers were employed in the prosecution of the work. The aforementioned sample form sets forth the wording described for such certified statements.**
- 2. Prime contractors are responsible for the submission of the certified statements of subcontractors. Subcontractors' statement should be forwarded to the prime contractor for transmission to the Government contracting officer or his designated representative. Statements of prime contractors and subcontractors should be submitted as soon as possible after the last date on which work was performed at the site.**
- 3. To facilitate identification of the project involved, prime contractors should provide their subcontractors with the Government contract number (if exists) or project name as called for on statement form.**
- 4. Prime contractors should furnish their subcontractors with copies of the sample statement form so as to facilitate submission of the necessary information.**

# Veterans Memorial Park Sanitary System

PERSONAL PERFORMANCE FORM  
STATEMENT TO BE SUBMITTED  
WHEN WORK IS PERFORMED PERSONALLY  
(SECTION 10001, TITLE 18, US CODE)

I, \_\_\_\_\_, hereby certify that I am the

\_\_\_\_\_  
**Title** \_\_\_\_\_ of \_\_\_\_\_  
**Name of Firm Submitting Statement**

\_\_\_\_\_  
**Prime Contractor or Subcontractor** \_\_\_\_\_ for \_\_\_\_\_  
**Nature of Work**

at \_\_\_\_\_, located in \_\_\_\_\_  
**Name of Building work being done** \_\_\_\_\_  
**City and State**

under contract number \_\_\_\_\_  
**Government Contract No. (See No. 3 Below)**

that \_\_\_\_\_  
**State All Work or List the Specific Classes of Work**

was done personally by \_\_\_\_\_  
**Names of Person(s) Performing Work & Their Connection w/ Firm**

\_\_\_\_\_  
that no wages were received for the labor performed; that no mechanics or laborers were  
employed in the prosecution thereof; and that the work was done during the following periods: \_\_\_\_\_  
to \_\_\_\_\_  
**Beginning Date** \_\_\_\_\_ **Ending Date** \_\_\_\_\_

Last date on which work was performed at the site was \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

Section 10001 of Title 18 of the United State Code (Criminal Code and Criminal Procedures)  
shall apply to such statements – 72 Stat 887, 18 U.S.C., among other things, provides that  
whoever knowingly and willfully makes or uses a document or writing containing any false,  
fictitious or fraudulent statement or entry, in any matter within the jurisdiction of any department  
or agency of the United State, shall be fined not more than \$10,000 or imprisoned not more than  
five years, or both)

**26. NO LIEN AFFIDAVIT & WAGE DISCLAIMER**

State of New York Department of Labor

Pursuant to Section 220-a of the New York State Labor Law all contractors, subcontractors and subcontractors to subcontractors must file an affidavit pertaining to the payment of all laborers and mechanics, exclusive of supervisory employees.

Affidavit Form 220 and Town of Riverhead Wage Disclaimer Form is included in this package for contractor's convenience. Unless given at later date, leave project number blank.

NOTE: Bidders are advised that this is not a contract authorizing any work. It is the option of the Town to authorize work at any time of the year. Any Town department or agency can use this contract.

# Veterans Memorial Park Sanitary System

MUNICIPAL CORPORATION

TOWN OF RIVERHEAD  
4 West Second Street  
RIVERHEAD, NY 11901

CONTRACT NAME: \_\_\_\_\_ PROJECT No.: \_\_\_\_\_

## AFFIDAVIT

Pursuant to Section 220-a of the Labor Law and Town of Riverhead Requirements

Note: All contractors, subcontractors, and subcontractors of subcontractors must file this statement for each payment period requested.

I, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_

of \_\_\_\_\_ Contractor  
Name of Firm \_\_\_\_\_ Subcontractor

Project No.: \_\_\_\_\_ With: \_\_\_\_\_  
Contractor Name \_\_\_\_\_

for \_\_\_\_\_

### Indicate Nature of Work

at \_\_\_\_\_ hereby certify that all laborers have been paid in full for period ended \_\_\_\_\_, 20  
\_\_\_\_\_. and that there is now due and owing from it/me to any and all laborers (laborers include all laborers, mechanics, foremen and  
supervisory employees) for daily or weekly wages or supplements on account of labor performed upon the work under said contract, the  
following amounts to the persons whose names are set forth below opposite such amounts. (If none, so state.)

\$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
\$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
\$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
\$ \_\_\_\_\_ due and owing to \_\_\_\_\_

Use additional sheet if necessary.

I further certify that I have contracted with the firms listed below as subcontractors, for labor to be performed upon the work under said contract  
for the current pay period requested. (If none, so state.)

### Names and Address of Subcontractors

### Type of Work

\_\_\_\_\_

\_\_\_\_\_

Use additional sheet if necessary

### Signature

STATE OF NEW YORK

SS:

COUNTY OF: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_  
to me known and known to me who being by me duly sworn said that he is \_\_\_\_\_  
(Officer)

of \_\_\_\_\_ the \_\_\_\_\_  
(Contractor or Subcontractor) (Corporation or Partnership)

for which he executed the foregoing statement, for and in behalf of the said \_\_\_\_\_ contractor; that he has read the  
said statement so signed by him and known to be the seal thereof and that the same is true and to his own knowledge.

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

Notary Public

Section 220-c Labor Law. Any Contractor or subcontractor who shall upon his oath verify any statement required to be filed under this act which  
is known by him to be false, shall be guilty of perjury and punishable as provided by Section One Thousand Six Hundred and Thirty Three of the  
Penal Law.

## **Veterans Memorial Park Sanitary System**

### **TOWN OF RIVERHEAD WAGE DISCLAIMER**

Note: All contractors, subcontractors, and subcontractor of subcontractors must file this statement for each payment period request.

DATE: \_\_\_\_\_

TO: **TOWN OF RIVERHEAD**

FROM: \_\_\_\_\_  
(Contractor)

PROJECT: \_\_\_\_\_

To our knowledge, the laborers listed on the attached certified payrolls have been paid the prevailing wage rates as established by the Department of Labor.

---

Signature

---

Title

---

Date

## **27. MINORITY AND WOMEN OWNED BUSINESSES (MWBE)**

While there are no specific minority and women owned business requirements for this contract, the Town of Riverhead urges contractors to attempt to retain minority and women owned businesses for material supply and/or subcontractor work under this contract.

**PROPOSAL FORM**

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

**PROPOSAL  
FOR**

**Veterans Memorial Park Sanitary System**

**TOWN OF RIVERHEAD  
4 WEST SECOND STREET  
RIVERHEAD, NEW YORK 11901**

Town of Riverhead  
Riverhead, NY

Gentlemen:

The undersigned bidder has carefully examined the Contract Documents for the proposed construction and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said Contract Documents in the manner prescribed therein and in said contract, and in accordance with the requirements of the Town Engineer at the following unit and/or lump sum prices:

# **Veterans Memorial Park Sanitary System**

## **BID PRICING SHEET**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Email \_\_\_\_\_

Total price to supply all material and labor necessary to construct a sanitary sewage collection and disposal system in accordance with the plans and specifications contained herein:

Price: \$ \_\_\_\_\_

Written in words: \_\_\_\_\_

---

**Veterans Memorial Park Sanitary System**  
**Bid Proposal Form**

**Company Name** \_\_\_\_\_

<b>Award No. 1 – Sanitary/Sewage Disposal System &amp; Water Service</b>							
<b>Award No.</b>	<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total Price</b>
1		6" Dia. PVC (DR-18) Sewer Piping	LF		190		
		8" Dia. PVC (DR-18) Sewer Piping	LF		2,140		
		6" Dia. Sanitary Clean-out	Ea.		1		
		4' Dia. Sanitary Manhole	Ea.		8		
		10' Dia. x 5' Liquid Depth Septic Tank	Ea.		4		
		10' Dia. x 14' Liquid Depth Sanitary Leaching Pool	Ea.		6		
		8" Thick Common Slab for Septic Tanks	SF		590		
		Casting Adjustment	Ea.		3		
		6" Dia. Cast Iron Gate Valve	Ea.		2		
<b>Total Bid Comparison Price Award No. 1</b>							

## **PROPOSAL FORM**

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

Addendum No.

Dated

---

---

Signature of person, firm or corporation making this proposal:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Title)

P.O. Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
The full names and address of all persons interested in the Proposal or principals are as follows:

Name

Address

---

---

---

The Town Board reserves the right to award this contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Town. In awarding this contract, the Town is not bound by the quantities stated in the Proposal Form.

Upon acceptance of this bid, the undersigned binds himself or themselves to enter into a written contract with the Town not later than fourteen (14) days after the date of notice of the acceptance of his bid and to furnish the required security for faithful performance of the terms of said contract and the insurance as required by the Conditions of Contract, and to process the work diligently so as to complete all the work required under this contract within the time frame as indicated in section 28 above.

## **STATEMENT OF NON-COLLUSION**

As per Chapter 751 of the Laws of 1965, an amendment to the General Municipal Law sponsored by the New York State Department of Law, all bids, proposals and contracts awarded or accepted by a municipality must contain a statement of non-collusion. 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 bids or proposals for this project to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (D) The person signing this bid or proposal certifies that he 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) That attached hereto (if corporation bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Resolved that \_\_\_\_\_ be authorized  
(Name of Corporation)  
to sign and submit the bid or proposal of this corporation for the following project:

---

(Describe Project)

and to submit in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three D (103-D) of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificates, this corporate bidder shall be liable under the penalties of perjury.

The following is a true and correct copy of the resolution adopted by:

---

Corporation at a meeting of its Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 20  
\_\_\_\_\_.  
(Seal of Corporation)

---

Secretary

Legal name of person, firm or corporation making this Bid:

---

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

(Bidder's Seal)

NOTES:

- (1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately thereunder as \_\_\_\_\_, Partner.
- (2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- (3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgement that follow.
- (4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the "Questionnaire" which follows as part of the bid.
- (5) In case of any discrepancy in the bidder's extensions or total, the Town Engineer's computation of extensions and totals will govern.

**PROPOSAL FORM**

**FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

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

\_\_\_\_\_, being duly sworn, deposes and says: I am the person described in and who executed the foregoing bid and the several matters therein state are in all respects true.

\_\_\_\_\_  
(Signature of person who signed bid)

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**FORM OF AFFIDAVIT WHERE BIDDER IS A FIRM**

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

\_\_\_\_\_ being duly sworn, deposes and says: I am a member of \_\_\_\_\_, the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of said firm, and the several matters therein stated in all respects are true.

\_\_\_\_\_  
(Signature of person who signed bid)

Subscribed and sworn to before me:

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**PROPOSAL FORM**

**FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION**

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

\_\_\_\_\_, being duly sworn, deposes and says: I am the  
\_\_\_\_\_, of \_\_\_\_\_, the above  
named corporation, whose name is subscribed to and which executed the foregoing bid. I reside  
at \_\_\_\_\_, \_\_\_\_\_, State \_\_\_\_\_ of  
\_\_\_\_\_. I have knowledge of the several matters therein stated and they are  
in all respects true.

\_\_\_\_\_  
(Signature of person who signed bid)

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Notary Public)

## **PROPOSAL FORM**

### **BIDDER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC**

Bid or Contract Number \_\_\_\_\_

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

That in connection with the above bid or contract of \_\_\_\_\_ I \_\_\_\_\_ the \*(applicable herein), (an officer or agent of the corporate applicant, namely its \_\_\_\_\_), swears or affirms under the penalties of perjury, that no other person will have any direct or indirect interest in this proposal except \_\_\_\_\_ (in case of a corporation, all officers of the corporation and stockholders owning more than 5% of the corporation and stock must be listed. Use separate sheet in necessary.)

That \*(none of the officers or stockholders are) related to any officer or employee of the Town of Riverhead except \_\_\_\_\_.

That there is not any state or local officer or employee or a member of a board of commissioners of a local public authority or other public corporation within the county (exclusive of a volunteer fireman or civil defense volunteer) interested in such application.

\_\_\_\_\_  
(Signature)

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
(Notary Public)

\*Cross out phrase not appropriate.

NOTE: It is not forbidden that individuals working for the Town of Riverhead or any other municipalities bid on contracts but only that such interest be revealed when they do bid.

## **FORM OF BID BOND, PAYMENT BONDS AND PERFORMANCE BONDS**

The Form of Bid Bond shall be AIA Document A310

The Form of Labor and Material Payment Bond AIA Document A311

The Form of Performance Bond and Payment Bond shall be AIA Document A 312

## **CONDITIONS OF CONTRACT**

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1. Contract Documents and Definitions.
2. Scope of Services.
3. Compensation to be Paid to the Contractor.
4. Time of Essence.
5. Time of Completion.
6. Liquidated Damages.
7. Termination of Primary Contractor.
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12. Qualifications for Employment.
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35. Provisions Required by Law Deemed Inserted.
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## **CONDITIONS OF CONTRACT**

### **1. CONTRACT DOCUMENTS AND DEFINITIONS**

The Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, 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 table of contents, titles, heading, headlines, and marginal notes contained herein are solely to facilitate reference to 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 the Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Plans & Specifications, Form of Contract and any Addenda. In case of any conflict or inconsistency between the provisions of the contract and those of the Specifications, the provisions of this contract shall govern.

Extra Work: The term "extra work" as used herein, refers to and includes all work required by the Town, which in the judgement of the Town Engineer involves changes in or additions to work required by the Specifications and any Addenda in their present form and which is not covered by the price in the Form of Bid.

Subcontractor: The term "subcontractor" shall mean any person, firm, or corporation supplying labor and material for work at the site of the project but not including the parties to this contract.

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 last known business address of, the person, firm or corporation for who intended, or his, their, or its duly authorized agents, representatives, or officer, 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 mailbox.

Directed, Required, Approved, Acceptable: Whenever the Contract Documents refer to the work or its performance, "directed", "required", "permitted", imply the direction, requirement, permission, order, designation or prescription of the Town Engineer and "approved", "satisfied", or "satisfactory", "in the judgement of", and words of like import, shall mean approved, or acceptable to, or satisfactory to, or in the judgement of the Town Engineer.

### **2. SCOPE OF SERVICES**

The contractor will furnish all labor, materials, suppliers, equipment and other facilities necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with the applicable Plans and Specifications and Addenda prepared by the Town 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 this contract.

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

- (A) Payment: Payment shall be made in the amount bid by the contractor plus any change orders issued by the Town Engineer and authorized by Town Board resolution only.
- (B) Extra Work: The town may, at any time, by a written change 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:
  - a) By a lump sum mutually agreed upon by the town and the contractor and authorized by a change order issued to the contractor and signed mutually by the Town and the Contractor.

#### **1. TIME OF ESSENCE**

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

#### **2. TIME OF COMPLETION**

The Town of Riverhead anticipates that all work on this contract shall be completed within 60 days of notice to proceed. If the contractor feels that this is not feasible notice shall be given to the Town PRIOR to award of contract to include an alternate completion time frame for Town consideration. The Town may consider extending completion time frame if valid reasons for the need of such an extension are provided by the bidder. If such extension is accepted by the Town an addendum shall be prepared by the town and forwarded to all registered bidders. Failure to comply with official time of completion shall constitute liquidated damages. If it becomes necessary to extend the contract completion date after start of work by the successful bidder for reasons beyond his/her control, the Contractor shall submit an Application for Extension of Contract Completion Date to include detailed explanation for need to request an extension to the Town Engineer. The Town Engineer shall review the application and detailed explanation for the need to extend the completion date and if deemed valid may authorize such an extension.

#### **3. LIQUIDATED DAMAGES**

The time limit being essential to and of the essence of this contract, the primary contractor hereby agrees that the Town 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 amount of \$500/ day for each day of delay. Failure to complete all work within the specified time frame may result in termination of this contract and submission by the Town for restitution via the contractor's performance bond.

#### **4. TERMINATION OF PRIMARY CONTRACTOR**

Failure to comply with the terms and conditions of this contract or to complete the work in a steady and timely process or failure to meet project schedule shall result in the termination of this contract and a claim to the contractor's performance bonding company or other means of performance security. Termination of the contractor may also result in future disqualification from bidding on future Town of Riverhead contracts.

#### **5. EXTENSIONS OF TIME. NO WAIVER.**

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

No such extension of time shall be considered a waiver by the Town 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.

If it becomes necessary to extend the contract completion date, the Prime Contractor shall submit an application for Extension of Contract Completion Date to the Town Engineer. The Town Engineer shall review the application and detailed explanation for the need to extend the completion date.

#### **6. WEATHER**

During unsuitable weather, all work must stop when such work would be subject to injury and the contractor shall transfer his men and materials to those parts of the work where weather conditions will not have any effect on the workmanship to any damages on account of such damages or suspension, and he must protect any work that might be injured by the elements and make good any work that is injured.

#### **7. CONTRACT SECURITY**

Upon award of contract, the awarded contractor shall furnish a Performance Bond equal to 100% of the contract amount of the project. The contractor shall include the cost of all bonding in the total amount bid for this contract.

#### **8. LAWS AND ORDINANCES**

In the execution of the contract, the contractor will be required to observe and obey all federal, state, county and local laws, ordinances, codes and regulations relating to the performance of the contract including but not limiting labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees of his work hereunder in his relations with the municipality or any other persons, and also all laws, codes, ordinances controlling or limiting the contractor while engaged in executing the work under the contract.

As a condition of the contract, the contractor shall and does hereby agree to comply with all requirements of the Labor Laws of the State of New York.

The contractor shall comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with such sections of the Executive Law and Civil Rights Law.

The contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner for Human Rights that the contractor has not complied with these laws.

The contract 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 the contract. The Labor Law, as amended, provides that no laborer, workman 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 (1) 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 herein before defined, to laborers, workmen or mechanics upon the work called for under this contract or upon 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, workman 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 maintenance, and repair of highways and in water works construction outside the limits of cities and villages are no longer exempt from the provisions of the labor Law which require that payment of the prevailing rate of wages and the eight (8) hour day.

Section 222 of the Labor Law, as amended by Chapters 556 and 557 of the Laws of 1933, provides that preference in employment shall be given to citizens of the State of New York who have been residents of Suffolk County for at least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of residence in accordance with rules adopted by the Industrial Commissioner. Person other than citizens of the State of New York shall be employed only when such citizens are not available. Section 222 further provides that upon the demand of the State Industrial Commissioners, the contractor shall furnish a list of names and addresses of all his subcontractors and further provides that a violation of this section shall constitute a misdemeanor and shall be punishable by a fine of not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) or by imprisonment for not less than thirty nor more than ninety days, or both fine and imprisonment.

Section 220-A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any city, county, town or village or other civil division of the state of any sums due on account of a contract for a public improvement, it is the duty of the comptroller or the financial officer of the municipal corporation to require the

contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amount then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the contractor, setting forth herein the names of the persons whose wages are unpaid and the amount due each respectively.

Section 220-B of the Labor Law, as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the 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 reason, it may be deemed advisable, the comptroller of the state or financial officer of the municipal corporation may deduct from the whole amount of any payment on account thereof of the sums or sum 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 work, 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 220-C of the Labor Law, as so amended, provides the penalty for making of a false oath or verification.

Section 220-D 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 a 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 whether by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work completed by the 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 a second offense by a fine of One Thousand Dollars (\$1,000.00) 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 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 or a second offense in violation of the provisions of this section.

The minimum wage rates established by the Industrial Commissioner, State of New York, for this contract are set forth herein above as part of "Instructions to Bidders, Section 21 "NYS Wage Rates"

Note: If the lowest bidding Prime Contractor and/or approved subcontractor(s) will need to work overtime, then the Prime Contractor and/or the Subcontractor(s) will need to file an Overtime Dispensation form with the Department of Labor.

## **9. QUALIFICATIONS FOR EMPLOYMENT**

No person under the age of sixteen (16) years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this

contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others, shall be employed to perform any work on this project; provided, however, that such restrictions shall not operate against the employment of physically handicapped persons, otherwise employable, where each person may be safely assigned to work which, they can ably perform.

## **10. NONDISCRIMINATION**

There shall be no discrimination because of race, creed, or color in the employment of persons for work under this contract, whether performed by the contractor or any subcontractor. Neither shall the contractor or subcontractor or any person acting on behalf of the contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

## **11. PAYMENTS OF EMPLOYEES**

The contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) not less often than once each week. Certified payrolls shall be submitted to the Town Engineer before payment to the contractor is processed. Affidavit attesting to payment or amount owed to employees shall be submitted before payment to contractor is processed.

## **12. ESTIMATES AND PAYMENTS**

Upon successful completion of work and in accordance with of the approved schedule of values, the contractor shall submit an invoice to the Town Engineer for approval. Upon approval by the Town Engineer, payment will be made to the contractor within thirty (30) calendar days provided the payment request is correct and complete.

## **13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by the contractor of final payment shall be, and shall operate as a release to the Town from all claims and all liabilities to the contractor for all the things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of, this work, excepting to the contractor's claims for interest upon the final payment, if this payment 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 or maintenance bond.

## **14. CONSTRUCTION REPORTS**

The contractor shall submit to the Town Engineer prior to commencing any work under this contract, a detailed schedule and plan of operations indicating the manner in which the contractor proposes to prosecute the work and a time schedule therefor. Such schedules are not intended to bind the contractor to a predetermined plan or procedure, but rather to enable the Town Engineer to coordinate the work of the contractor with work required of and to be performed by others. The detailed schedule shall include a list of the subcontractors and material suppliers he proposes to use on the work.

## **15. INSPECTION AND TESTS**

All material and workmanship shall be subject to inspection, examination by the Town Engineer or his representative at any time during the construction. The contractor agrees to make all areas of work accessible to the Town Engineer or his representative for such inspections if such access can be made safely.

## **19. PLANS AND SPECIFICATIONS**

The contractor shall keep at the site of the work one copy of the plans and specifications. Bidding of this contract shall be based on the information and data contained herein. Materials of construction and component installation shall conform to the requirements of the specifications and plans.

## **20. SUPERINTENDENCY BY CONTRACTOR**

At the site of the work, the contractor shall give his constant, personal attention to the work or employ a construction superintendent or foreman who shall have full authority to act for the contractor. It is understood that such representative shall be acceptable to the Town Engineer and shall be one who can be contained in that capacity for the particular job involved unless he ceases to be on the contractor's payroll. The contractor's superintendent and foreman must be able to read and speak the English language.

## **21. CONTRACTOR'S TITLE TO MATERIALS**

No materials or supplies for the work shall be purchased by the contractor or any subcontractor subject to a 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.

## **22. PROTECTION OF WORK, PERSONS AND PROPERTY**

Precaution shall be exercised at all times for the proper protection of all persons, property and work the contractor shall give notice to the owners of utilities which may serve the area and request their assistance in predetermining the location and depth of various pipes, conduits, manholes, and other underground facilities. The safety provisions of applicable laws and 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 to adequately safeguard the traveling public.

## **23. REPRESENTATIONS OF CONTRACTOR**

The contractor represents and warrants:

- (A) That he is financially solvent and that he is experienced in, and competent to, perform the type of work involved under this contract and able to furnish the plant, materials, supplies and/or equipment to be furnished for the work; and
- (B) That he is familiar with all federal, state and municipal law, ordinances and regulations which may in any way affect the work of those employed thereunder, 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 is intended and that such construction will not injure any person or damage any property; and
- (D) That he has carefully examined the specifications and project site and that from his own investigations he has satisfied himself as to the nature of the work, the character of equipment and other facilities needed for the performance of the work, and the general local conditions which may in any way affect the work or its performance.

## **24. AUTHORITY OF THE TOWN ENGINEER**

In the performance of the work, the contractor shall abide by all orders and directions and requirements of the Town Engineer and shall perform work to the satisfaction of the Town Engineer at such time and places, by such methods, and in such manner and sequence as he may require. The Town Engineer shall determine the amount, quality, acceptability, and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. The Town Engineer may require contractor to amend, adjust, or modify plans prior to and during progress of work as may be necessary in his or her reasonable opinion to prevent improper execution of the work and/or public necessity or welfare require. The Town Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the contract documents of particular instance in which the opinion, judgement, discretion or determination of the Town Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be governed and so performed. Note, in the event the contractor shall refuse or fail to prosecute the work, including but not limited to, amend, adjust, or modify plans or any part thereof, with due diligence as will ensure its commencement and completion within such period of time herein specified (or any duly authorized extension thereof) or set by the Town Engineer, the Town may exercise its right to terminate the contract (See Contract Provision 29 "Town's Right to Terminate this Contract").

## **25. CHANGES AND ALTERATIONS**

Any claim by the contractor for work believed by the contractor to be beyond the scope of the original contract specifications shall be submitted in writing to the Town engineer with any associated cost considerations. The Town Engineer will review any such request and determine if the request is valid and beyond the original scope of the project specifications. If such work is deemed by the Town Engineer to be beyond the original scope the Town Engineer will prepare a change order for presentation to the Town Board. No additional compensation beyond the original amount bid may be paid to the contractor without a duly executed change order and Town Board resolution adopted by the Town Board approving any such change order. Should the need for additional work arise as determined by the Town of Riverhead, the Town Engineer will request a change order proposal from the contractor to include the cost of the additional work. If the Town Engineer determines that the additional cost is fair and reasonable, he/she shall prepare a change order for presentation to the Town Board. No additional compensation beyond the original amount bid may be paid to the contractor without a duly executed change order and Town Board resolution adopted by the Town Board approving any such change order. If approved by the Town Board, a change order will be presented to the contractor for execution.

## **26. 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 Town 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.

If, in the opinion of the Town 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 thereunder shall be reduced by such amount as in the judgement of the Town 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 which may appear within one year following the final completion of the work. 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.

## **27. WEATHER CONDITIONS**

In the event of temporary suspension of work or during inclement weather or whenever the Town Engineer shall direct, the contractor will, and will cause his subcontractor to sufficiently protect his and their work and materials against damage or injury from the weather. If, in the opinion of the Town Engineer any work or material shall have been damaged or injured by reason of 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.

## **28. THE TOWN'S RIGHT TO WITHHOLD PAYMENTS**

The Town may withhold from the contractor so much of any approved payments due him as may, in the judgement of the Town be necessary:

- (A) To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work or failure to meet the requirements of the NYS Department of Labor prevailing wage rate requirements and reporting.
- (B) To protect the Town from loss due to defective work not remedied; or
- (C) To protect the Town 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 shall have the right, as agent for the contractor, to apply such amounts so withheld in such manner as the town may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments for the account of the contractor.

## **29. THE TOWN'S RIGHT TO TERMINATE CONTRACT**

The Town of Riverhead may terminate this contract if:

- (A) the contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- (B) a receiver or liquidator shall be appointed for the contractor for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- (C) the contractor shall refuse or fail, after notice or warning from the Town Engineer to supply enough properly skilled workmen or proper materials to the job; or
- (D) the contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- (E) the contractor shall fail to make prompt payments to persons supplying labor or materials for the work; or
- (F) the contractor shall fail or refuse to comply with laws, ordinances or the instruction of the Town Engineer or otherwise be guilty of a substantial violation of any provisions of this contract; or
- (G) the contractor refuses or fails to meet one or more of the time frames indicated in 41. Term of Contract.

Upon the determination by the Town of Riverhead to terminate this contract, and in any such event, the Town, without prejudice to any other rights or remedy it may have, may give seven (7) days notice to the contractor, terminate the employment of the contractor and his rights to

proceed with as to the entire work or (or at the option of the Town) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract, secondary contractor or otherwise, as the Town may deem appropriate. In such case, the contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid to the contractor thereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor and his sureties shall be liable to the Town for such excess. If the right of the contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary thereof. In addition, the Town may terminate this contract immediately upon its determination that a safety hazard exists that cannot be corrected in any other fashion other than contract termination. Contractor shall be entitled to payment for services rendered to the point of contract termination.

Refer to Section 105-07 Termination, Letter B of the NYSDOT Standard Specifications. The Prime Contractor and the Town of Riverhead shall follow these guidelines for termination of contract.

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

If the work shall be stopped by order of the court or other public authority for a period of three (3) months without act or fault of the contractor or any of his agents, servants, employees or subcontractors, the contractor may, upon ten (10) days' notice to the town, discontinue his performance of the work and/or terminate the contract; in which event, the liability of the Town immediately preceding (Paragraph 31), the contractor shall not be obligated to pay to the Town any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the contractor thereunder.

### **31. RESPONSIBILITY FOR WORK**

The contractor agrees to be responsible for the entire work embraced in this contract until its completion and final acceptance by the Town of Riverhead. The contractor further agrees that any imperfect and/or damaged work that may be discovered at any time before the completion and acceptance of work shall be removed and/or replaced in conformity with the requirements of this contract without charge to the Town. Such removal and replacement will be performed as soon as practicable following receipt of written notice from the Town Engineer that the work is imperfect and/or damaged. The contractor further agrees that the inspection of the work by the Town Engineer of his or her designee shall not relieve him of any obligation to do sound and reliable work. Furthermore, such inspection and/or partial payment for work shall not preclude the Town Engineer from requiring removal and/or replacement at a later time. Neither shall such inspection or partial payment be deemed to be acceptance of any work.

## **32. USE OF PREMISES AND REMOVAL OF DEBRIS**

The contractor expressly undertakes at his own expense:

- (A) 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;
- (B) 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, orderly and workmanlike appearance;
- (C) Before final payment hereunder to remove all surplus material, temporary structures, plants of any descriptions and debris of every nature resulting from his operations.

## **33. SUITS OF LAW**

The contractor shall indemnify and hold harmless the Town and its employees 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 of any subcontractor, and in case of any such action shall be brought against the Town, the contractor shall immediately take charge of and defend the same at his own cost and expense.

## **34. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY**

In case of an emergency which threatens loss or injury to property and/or safety of life, the contractor will be permitted to act as he sees fit without previous instructions from the Town Engineer. He shall notify the Town Engineer thereof immediately 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 Engineer for approval.

Where the contractor has not taken action but has notified the Town 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 Town Engineer to prevent such threatened injury or damage, he shall act as instructed by the Town 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.

## **35. PROVISION 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 read and be 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 be forthwith physically amended to make such insertion.

## **36. SUBLetting – SUCCESSOR AND ASSIGNS**

The contractor shall not sublet any part of the work under this contract nor assign any money due him hereunder without first obtaining the written consent of the town. This contract shall insure 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.

Subcontractor(s) shall be approved by the Town of Riverhead and included in a list in the bid submission. All subcontractors will be required to adhere to the requirements set forth in this document including Prevailing Wage Rate Requirements and reporting and MBW requirements.

## **37. GENERAL MUNICIPAL LAW CLAUSE**

Pursuant to the provisions of Section 103-a of the General Municipal Law, in the event that the bidder or any member, partner, director or officer of the bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

## **38. CONTRACTOR'S INSURANCE**

The contractor shall not commence any work until he has obtained, and had approved by the Town, all the insurance required under this contract as enumerated herein:

Workers' Compensation Insurance

Public Liability and Property Damage Insurance

Contractor's Protective Liability and Property Damage Insurance

Owner's Protective Public Liability and Property Damage Insurance

Automobile Public Liability and Property Damage Insurance

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.

(A) Workers' Compensation Insurance: The contractor shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all his employees employed at the site of the project, and in case of any of the work being sublet, the

contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor. Limits: statutory for Workers' Compensation, One Million Dollars (\$1,000,000) Employers Liability.

(B) Public Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him or 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 completed by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injuries, including wrongful death, and property damage. The Town of Riverhead must be named as an additional insured.

(C) Liability and Property Damage Insurance: the above policies for Public Liability and Property Damage Insurance must be so written as to include Contractor's Protective Liability and Property Damage Insurance to protect the contractor against claims arising from the operations of any subcontractor. The Town of Riverhead shall be named as additional insured.

(D) Owner's Protective Public Liability and Property Damage Insurance: The contractor shall furnish to the Town, with respect to the operations he or any of his subcontractors perform, a regular Protective Public Liability Insurance policy for, and in behalf of the Town, providing for a limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to, or death of, one person and subject to that limit for each person, a total limit of Four Million Dollars (\$4,000,000) 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 Four Million Dollars (\$4,000,000) for damages arising out of injury to, or destruction of, property during the liability of the Town. The coverage provided under this policy must not be affected if the Town 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 directs or supervises the work to be performed by the contractor.

(E) Automobile Public Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of the contract such Automobile Public Liability and Property Damage 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 form claims for property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Automobile Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries, including wrongful death, and property damage. The Town of Riverhead must be named as an additional insured.

Automobile Property Damage Insurance in an amount of not less than Two Million Dollars (\$2,000,000) for damages on account of any accident and in an amount of not less than Two Million Dollars (\$2,000,000) for damages on account of all accidents.

**38. HOLD HARMLESS CLAUSE**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Town shall be entitled to retain an attorney of its own choosing with the cost of legal fees, including appeals, to be borne by the Contractor. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the paragraph.

**39. CLAIMS AGAINST TOWN OFFICIALS AND EMPLOYEES**

The Contractor expressly agrees and represents that the contractor shall make no claim and shall bring no action pursuant to any federal or state laws, including, but not limited to 42 U.S.C. § 1983, against any Town official or employee in his/her individual or personal capacity for any act, omission, or statement made or done relating to, or arising out of, this contract and expressly waives its rights to bring such a claim pursuant to any federal or state laws, including, but not limited to 42 U.S.C. § 1983.

**40. PROOF OF CARRIAGE OF INSURANCE**

The contractor shall furnish the Town with certificates of each insurer insuring the contractor under this contract except with respect to subdivision "D". In respect to this paragraph, the contractor shall furnish the Town with the original insurance policy.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limits of liability thereunder. Both the certificates and the policy shall be endorsed to provide the Town with any notice of cancellation at least five (5) days prior to the actual date of such cancellation.

The insurance company utilized must have a minimum AM Best Rating of "A-VII".

#### **41. TERM OF CONTRACT**

The Town of Riverhead anticipates that all work on this contract shall be completed within 60 days of notice to proceed. If the contractor feels that this is not feasible notice shall be given to the Town PRIOR to award of contract to include an alternate completion time frame for Town consideration. The Town may consider extending completion time frame if valid reasons for the need of such an extension are provided by the bidder. If such extension is accepted by the Town an addendum shall be prepared by the town and forwarded to all registered bidders. Failure to comply with official time of completion shall constitute liquidated damages. If it becomes necessary to extend the contract completion date after start of work by the successful bidder for reasons beyond his/her control, the Contractor shall submit an Application for Extension of Contract Completion Date to include detailed explanation for need to request an extension to the Town Engineer. The Town Engineer shall review the application and detailed explanation for the need to extend the completion date and if deem valid may authorize such an extension.

## **GENERAL CONDITIONS**

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## **1. DEFINITION OF TERMS**

Whenever the following words and expressions are used in the Specifications, it is understood that they have the meaning defined below:

Plans: All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

Specifications: The body of directions, requirements, descriptions, etc. contained in this document, together with all documents of any description and agreements made (or to be made) pertaining to the methods or manner of performing the work and/or to the quantities and quality of materials to be furnished and accepted under this contract.

Town: Town Board of the Town of Riverhead.

Town Engineer: The Town Engineer or his duly authorized representative.

Contract: Collectively, the contract executed by the Town and the contract, Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Addenda, Performance Bonds, and all supplemental agreements made or to be made.

Instructor: An authorized representative of the Town assigned to make any and all necessary inspections of the work performed and the materials furnished by the contractor.

Materials: Any approved materials acceptable to the Town and conforming to the requirements of these specifications.

Work: 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 complete project. This includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper or incidental to the carrying out and completion of other terms of this contract. The term "work performed" shall be construed to include the materials delivered to and suitably stored at the site of the project.

## **2. STANDARDS OF WORKMANSHIP**

The apparent silence of the specifications as to any detail or and apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice observed in the latest current construction work is to prevail and that only material and workmanship of first quality is to be used in this connection and all interpretations of these specifications shall be made upon this basis.

## **3. SAMPLES**

The contractor shall furnish for approval, all samples as directed. The work shall be in accordance with approved samples. Samples shall be submitted in ample time so as to prevent delay in fabrication or ordering of materials, allowing for a reasonable time for the Town

Engineer to consider the samples submitted, and is necessary, to permit a re-submission of samples to the Town Engineer until approval is given.

Work and material shall be furnished and executed in accordance with approved samples, in every aspect. Each sample shall be labeled, bearing material, name and quality, contractor's name, date and other pertinent data. Unless otherwise specified, samples shall be in duplicate and of adequate size to show quality, type, color, range and finish and texture of material. Materials shall not be ordered until approval is received in writing from the Town Engineer.

#### **4. MANUFACTURED MATERIALS**

Where several materials are specified by name, the Town Engineer shall have the right, before execution of the contract, to require any and all bidders to state the materials upon which they based their bid. Where any materials are specified by name or trade name, or by catalog number of a company or companies, the contractor shall furnish the article mentioned unless approval of the Town Engineer is obtained in writing for a substitution. Should the contractor desire to substitute other materials for one or more specified by name, he shall apply in writing for such permission and state credit or extra involved. He shall also provide supporting data and samples for the consideration of the Town Engineer.

Unless particularly specified otherwise, all manufactured articles, materials and equipment shall be applied, assembled, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and including the necessary preparation to properly install the work. Where reference is made to manufacturer's directions, the contractor shall submit such directions to the Town Engineer as required.

The materials used in construction shall be disposed so as not to endanger the work, and so that full access may at all times be had to partly completed work and structures and they shall be so disposed as to cause no injury to those having access to the work or any of the units.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such grades as will bring first-class results only. The type of labor employed by the contractor shall be such as will ensure the uninterrupted continuity of the entire work, without conflict of any kind.

#### **5. LABORATORY**

Laboratories shall be designated by the Town Engineer for testing the materials to be used under the contract. Where tests are made by other than the designated laboratories, two certified copies showing correctly the chemical analysis and physical tests shall be furnished to the Town Engineer.

#### **6. SHOP DRAWINGS**

The contractor shall submit to the Town Engineer, four (4) copies of all shop drawings and schedules and no work shall be fabricated until his approval has been given. All shop drawings submitted to the Town Engineer must bear the contractor's stamp of approval evidencing that the drawings have been checked.

The contractor will make any corrections in the drawings required by the Town Engineer and will file with the Town Engineer four (4) corrected copies. Approval by the Town Engineer of such drawings or schedules shall not relieve the contractor from responsibility for:

- (a) Errors of any sort in shop or setting drawings or schedules;
- (b) Deviations from Plans and Specifications unless the contractor, at the time of submission of said drawings and schedules, has given notice to the Town Engineer of any such deviations.

## 7. PERMITS

7.1 Municipal: All work in connection with the installation of pipes or other underground structures of a like nature either within or without the limits of the highway, shall follow all the provisions as contained herein together with the provisions, as they apply, of the Highway Law, Road Openings, Section 149 and Section 198 of Town law, with all subsequent changes, additions or corrections thereto.

7.2 Suffolk County: All permits required for opening country roads and making connections with county drains will be obtained by the Town. A copy of the permit which must be kept on the job site at all times will be supplied to the contractor. The contractor will not be permitted to open any county road or make any connection to any county drain until he has been supplied with the necessary permit.

7.3 State of New York: The contractor shall obtain all necessary New York State highway permits whenever the contract requires any work to be done within or upon existing state highway right-of-ways. These permits shall be obtained from the District Office in Hauppauge prior to the performance of the work. Upon application for the permit, the contractor will be required to supply the following:

- (1) Three (3) copies of a sketch or print showing description and location of the proposed work. These prints will be supplied to the contractor by the Town Engineer.
- (2) Contingent liability insurance for the state (in addition to his own liability insurance) shall be furnished in amounts and manner as required by the State of New York. The contingent protective liability and complete operations liability insurance policy to cover:

“The people of the State of New York and/or the Highway Superintendent covering liability arising with respect to all operations through highway permits by permitted by anyone acting by, through or for the permitted, including omissions and supervisor acts of the State”, in the amount of personal injury (including death) and property damage as required.

## 8. PLANS AND SPECIFICATIONS

The contractor will be furnished with 3 sets of Plans and Specifications giving all the details and dimensions necessary for carrying out the work. One copy of Plans and Specifications furnished to the contractor must be kept constantly at the site. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans and all work and materials necessary for the completion of the work according to the intent and

meaning of the contract shall be furnished, performed and done as if the same were both mentioned in the Specifications and shown on the Drawings. Any conflict or inconsistency between the figures and scale of Drawings shall be submitted by the contractor to the Town Engineer whose decisions hereon shall be conclusive.

In the event the meaning of any portion of the Specifications or Drawings or any supplementary drawings or instructions of the Town Engineer is deemed ambiguous, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.

All materials and workmanship must be strictly in accordance with the Plans and Specifications.

Additional copies of Plans and Specifications, when requested will be furnished to the contractor at cost of reproduction.

The contractor shall furnish to each of the subcontractors and materials men such copies of the Contract Documents as may be required for their work.

## **9. CUTTING, PATCHING AND DIGGING**

The contractor shall do all curing, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by Drawings and Specifications for the completed structure, and he shall make good after them as the Town Engineer may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

The contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor except with the consent of the Town Engineer.

## **10. ERRORS, OMISSIONS AND DISCREPANCIES**

- a) If any errors, omissions or discrepancies appear in the drawings, specifications or other documents, the contractor shall, within ten (10) days from receiving such drawings, specifications or documents, notify the Town Engineer in writing of such errors or omissions. In the event of the contractor's failing to give such notice, he will be held responsible for the results of any such errors or omissions and the cost of rectifying the same.
- b) If, in the opinion of the contractor, any work is shown on drawings, or details, or is specified in such a manner as will make it impossible to produce a first-class piece of work, or should discrepancies appear between the drawings and/or specifications, he shall refer the same to the Town Engineer or his representative for interpretation before proceeding with the work. If the contractor fails to make such references to the Town Engineer no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner as directed.
- c) Should a conflict occur in or between the drawings and specifications and/or existing conditions, the contractor shall be deemed to have estimated on the more expensive way of doing the work, unless he shall have asked for and obtained the decision in writing from the Town Engineer before the submission of bids, as to which method or materials will produce the results to the best interests of the Town.

## **11. TEMPORARY TOILET**

The contractor shall provide and maintain a sanitary temporary toilet at the project site. The temporary toilet shall be enclosed and weatherproof and kept in a sanitary condition at all times. Upon removal of the temporary outside toilet, the vault shall be disinfected, filled and all evidence of the toilet removed from the site.

## **12. PROPER METHOD OF WORK AND PROPER MATERIALS**

The Town Engineer shall have the power in general to direct the order and sequence of the work, which shall be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible and such as to bring the several parts of the work to a successful completion at about the same time.

If at anytime before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town Engineer as insufficient or improper for assuring the quality of the work required, or the required rate of progress, he may order the contractor to increase their efficiency of to improve their character, and the failure of the Town Engineer to demand any increase of such efficiency or improvement shall not release the contractor from his obligation to secure the quality of work or the rate of progress specified.

During freezing or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first class construction throughout. All work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

## **13. INSPECTION**

Inspectors shall be authorized to inspect all work done on materials furnished. Such inspections may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject material or suspend the work until the question at issue shall be referred to and decided by the Town Engineer. The inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, not to approve or accept any portion of the work, not to issue instruction contrary to the plans and specifications. The inspector shall in no case act as foreman or perform other duties for the contractor or interfere with the management of the work by the latter.

Any advice which the inspector may give the contractor shall in no way be construed as binding the Town Engineer nor the Town in any way, nor releasing the contractor from the fulfillment of the terms of the contract.

The contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work and materials shall, upon final completion of the work, be turned over to the Town in a complete and perfect condition and the contractor shall be responsible for the proper care, maintenance and protection of all work and material until his entire contract is

completed and all work and materials found in good condition and accepted. The contractor will be held responsible for the entire work until completed and accepted by the Town.

The contractor shall, at all times, provide the Town Engineer, assistants and inspectors under him with necessary facilities for determining both on the job and at the places of manufacture, that all work being performed and all materials being manufactured are strictly in accordance with the contract.

Until acceptance of work by the Town, the contractor shall be responsible for all damages to the work including action of the elements or any other cause whatsoever. The contractor shall continuously and adequately protect the work against damage from any cause.

#### **14. WAIVER**

Neither the inspection by the Town or any part of their employees, nor any order, measurement or certificate by the Town Engineer nor any order by the Town for the payment of any money, nor any payment for or acceptance of, the whole or any part of the work by the Town Engineer or the Town nor any extension of time nor any possession taken by the Town or its employees shall operate as a waiver of any provision of this contract or of any power herein reserved to the Town or any right to damages herein provided; nor shall any waiver of any breach of the contract constitute a waiver of any subsequent breach. Any remedy provided in this contract shall be construed as cumulative in addition to each and every remedy herein provided.

#### **15. WATER AND ELECTRIC POWER**

All water and electric power supply for construction purposes must be provided by the contractor. The cost shall be borne by the contractor. The Contractor shall obtain all permits and utilize portable RPZ's as required by the Riverhead Water District when requesting connection to hydrant.

#### **16. MACHINERY AND EQUIPMENT**

All machinery, equipment, trucks and vehicles used in the prosecution of the work or in connection therewith, shall at times be in proper working condition.

The contractor shall be responsible for curtailing noise, smoke, fumes, or any other nuisance resulting from his operations. He shall, upon written notification from the Town Engineer, make any repairs, replacements, adjustments, and additions and furnish mufflers when necessary to fulfill these requirements.

#### **17. RIGHT TO USE WORK**

The Town may enter upon and use the whole or any portion of the work, which may be in condition to use any time previous to its final acceptance by the Town. Such use shall not constitute or be evidence of acceptance by the Town of the whole or any part of the material furnished or work performed under the contract.

## **18. NOTICE OF WARNING**

If the contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or refuse or fail to supply enough properly skilled workmen or proper materials or refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or fail to complete the work within said period or refuse or fail to regard laws, ordinances, codes, instruction of the Town Engineer then the Town shall forward by registered mail to the contractor, at the address given in the contract, a Notice of Warning, and in the event the contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Town shall have the right to terminate the contract.

## **19. WARNING SIGNS**

Contractor shall provide and maintain proper luminous warning and detour signs where directed by the Town Engineer and as directed by the Contract Documents.

Obstruction such as stored materials, equipment and excavations shall be marked with no less than two (2) lights which shall be no more than four (4) feet apart.

All lights shall be kept burning from one-half hour before sunset until one-half hour after sunrise.

## **20. ACCIDENT PREVENTION**

During the performance of the work, the contractor shall exercise all reasonable precautions for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all other physical hazards shall be guarded 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 inconsistent with federal, state or municipal laws or regulations.

If any operation, practice or condition is deemed by the Town Engineer to be unsafe, he shall notify the contractor in writing to take corrective action. Where in the opinion of the Town Engineer any operation, practice or condition shall be promptly discontinued and before the affected part of the work is resumed, remedial action taken.

The Town reserves the right to remedy any neglect on the part of the contractor as regards the protection of the work which may come to its attention, after twenty-four (24) hours notice in writing; except that in cases of emergency, it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the contractor.

Nothing in the foregoing paragraphs shall be construed as relieving the contractor from full responsibility at all times for safe prosecution of the work.

## **21. DAMAGES**

The contractor shall pay and make good all losses or damages arising out of any cause connected with the contract and shall indemnify and save harmless the Town from any and all claims and any and all liability or responsibility of every nature against the Town or any of its officers or

agents, by reason of, or connected with the work or materials furnished under the contract and shall pay all costs and expenses of every kind, character, and nature whatsoever, occurring upon or arising out of the contract.

## **22. MAINTENANCE OF TRAFFIC**

Under this Contract no asphaltic or concrete material is to be placed unless the Town Engineer is present. In addition, no work is to be performed until the methods used to control traffic at the job site in accordance with the New York State Department of Transportation's Manual of Uniform Traffic Control Devices (MUTCD) are approved by the Town Engineer. Failure to comply with this requirement will lead to non-payment and possible replacement of any material placed.

The requirements of Item 619.01 of the Standard Specifications of the New York State Department of Transportation shall be adhered to, with the following additions:

- a) Access to private driveways must be maintained at all times.
- b) All construction equipment, materials and debris shall only be placed in designated areas to be identified during project initiation (kick off).
- c) The Contractor shall also inspect the contract area after and/or during every rainstorm or windstorm to ascertain what work is necessary to properly maintain and protect pedestrian, vehicular safety, new and/or adjacent work, and existing property. This is especially true on nights and weekends and at other times when no work is in progress. The cost of this inspection and execution of the work required shall be included in the unit price bid for various other items.
  1. Any costs to correct adverse conditions expended by the Town or other outside forces will be deducted from monies owed the Contractor at a rate of two and one-half (2-1/2) times the actual cost incurred.
  2. All provisions of Item 61901, "Maintenance and Protection of Traffic," must also be complied with. Non-conformance with the above requirements of performance may be the basis for implementation of the non-payment clause as specified under "Basis of Payment" for each item.

The Contractor's attention is directed to the following checklist of the most prevalent undesirable traffic and safety conditions that occur during construction:

- a) Traffic Control Devices - Signs, barricades, barrels, etc. shall conform with the New York State Manual of Uniform Traffic Control Devices, and/or as directed by the Commissioner.
- b) Improper Detouring of Traffic - Contractors shall submit detour plans to the Town Engineer prior to construction. Insufficient and improper detour signs shall not be used and the Town Engineer will not accept the excuse that signs were stolen or vandalized. It shall be the Contractor's Responsibility to maintain these signs at all times.

- c) Storing Equipment and Materials – Equipment, Materials, etc., shall only be stored designated areas
- d) The Contractor shall maintain a safe, unobstructed area for pedestrian along the Main Street side of the project site.
- e) The Contractor shall provide sufficient signs, flashers, etc., at locations where there are obstructions in the roadway.
- f) The Contractor shall maintain at all times access to the site suitable for emergency vehicles.
- g) The Contractor shall maintain all existing official traffic control devices, stop signs, parking signs, street signs, etc.
- h) The Contractor shall maintain traffic on fill or other surfaces that are subject to the development of pot holes.
- i) The Contractor shall use sufficient flagmen equipped with two-way radios, if required (minimum of two (2) flag people at all times) at locations where traffic or physical conditions require their services. (Note: N.Y.S. M.U.T.D. requires the use of a proper flag and a traffic vest.) When required to facilitate demolishing activities areas of streets that must be blocked off shall be properly closed off with cones and/or barricades, or the use of flagmen to prevent traffic from entering the work zone.

### **23. PROTECTION OF LAND MARKERS, TREES, SHRUBS, AND PROPERTY**

Wherever in the conduct of the work, a monument making a point of public or private survey is encountered or brought to view by excavation, the fact shall at once be communicated to the Town Engineer. In no case shall the contractor remove the same until the location for resetting shall have been made by the Town Engineer. All monuments or land markings exposed to view when the work is first undertaken shall be carefully preserved and the greatest care exercised to prevent injury to or disturbance of position of the monument.

The unit price of all items shall include the cost of restoring to its former condition any sidewalks or curbs that may be damaged during demolition of these buildings as deemed necessary by the Town Engineer. No additional payment will be made.

The contractor is required at his own expense to obtain any and all permits for use of private property if he uses such property for storage, transportation or accomplishment of the work under the contract. Private property shall be cleaned up neatly, any damage repaired and premises restored to their original condition.

## **24. PROTECTION OF UTILITIES**

The contractor shall familiarize himself with the existence of structures of municipal and other public service corporations on or adjoining the site of the work, for the area within the scope of the contractor's work. The contractor shall be responsible for calling for a mark out given reasonable opportunity to work in cooperation with the owners of these utilities in the work, reconstruction or alteration of these structures. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the contractor

The Town Engineer shall direct the public utility corporations to shift or remove those utility structures that may be necessary to permit the contractor to carry out the work in accordance with the plans. The contractor shall not remove or cause to be removed, any structure or part of a structure owned by a public utility corporation without the approval of the Town Engineer.

The contractor shall cooperate with the public utility corporation whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The contractor shall conduct his operations in such a way as not to delay or interfere as little as practicable with the work of the utility corporation.

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

**Veterans Memorial Park Sanitary System**

**TECHNICAL SPECIFICATIONS**

**The following plans and specifications along with the Prebid site inspection and the requirements and conditions contained herein constitute the scope of work of this project.**

**INSERT CONTRACT TECHNICAL SPECIFICATIONS**

## **VETERANS MEMORIAL PARK SANITARY SYSTEM**

### **BID AWARD ACKNOWLEDGEMENT**

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name) (Identify Contractor/Vendor, i.e.: Self, Business or Corporate Entity)

acknowledge that I have read the bid specifications and all such terms and conditions, including the Town reservation of right to make purchases of materials, equipment, or supplies, or to contract for services, when available, through the county in which the political subdivision or district is located or through any county with-in the state as set forth in General Municipal Law 103(3) and the TOWN reserves the right to make purchases of materials, equipment, or supplies, or to contract for services available pursuant to sections one hundred sixty-one and one hundred sixty-seven of the state finance law through the office of general services as set forth in General Municipal Law 104 provided such purchase or service may be made upon the same terms, conditions and specifications at a lower price and fully understand and agree to all such terms and conditions set forth in the bid specifications.

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

Print Name: \_\_\_\_\_

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

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

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

**VETERANS MEMORIAL PARK SANITARY SYSTEM**

**FORM OF CONTRACT**

# **FORM OF CONTRACT FOR VETERANS MEMORIAL PARK**

## **SANITARY SYSTEM**

THE TOWN OF RIVERHEAD  
VETERANS MEMORIAL PARK SANITARY SYSTEM  
CALVERTON, NEW YORK

CONTRACT DATED \_\_\_\_\_, 20 \_\_\_\_ BY AND BETWEEN THE TOWN OF  
RIVERHEAD (HEREIN CALLED THE "OWNER" AND \_\_\_\_\_  
(HEREIN CALLED THE "CONTRACTOR")

WITNESSETH, the Town and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements contained, agree as follows:

The Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and Plans, together with any Addenda, shall form part of this contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, title, heading, headlines and marginal notes contained herein are solely to facilitate reference to 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 the Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and any Addenda. In case of any conflict or inconsistency between the provisions of the conditions of this contract shall govern.

IN WITNESS THEREOF, the parties hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

\_\_\_\_\_  
(written in words) Dollars \_\_\_\_\_  
(figures)

ATTEST: TOWN OF RIVERHEAD

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

# **FORM OF CONTRACT FOR VETERANS MEMORIAL PARK**

## **SANITARY SYSTEM**

THE TOWN OF RIVERHEAD  
VETERANS MEMORIAL PARK SANITARY SYSTEM  
CALVERTON, NEW YORK

CONTRACT DATED \_\_\_\_\_, 20 \_\_\_\_ BY AND BETWEEN THE TOWN OF  
RIVERHEAD (HEREIN CALLED THE "OWNER" AND \_\_\_\_\_  
(HEREIN CALLED THE "CONTRACTOR")

WITNESSETH, the Town and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements contained, agree as follows:

The Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and Plans, together with any Addenda, shall form part of this contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, title, heading, headlines and marginal notes contained herein are solely to facilitate reference to 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 the Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and any Addenda. In case of any conflict or inconsistency between the provisions of the conditions of this contract shall govern.

IN WITNESS THEREOF, the parties hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

\_\_\_\_\_  
(written in words) Dollars \_\_\_\_\_  
(figures)

ATTEST: TOWN OF RIVERHEAD

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

# **FORM OF CONTRACT VETERANS MEMORIAL PARK SANITARY SYSTEM**

THE TOWN OF RIVERHEAD  
VETERANS MEMORIAL PARK SANITARY SYSTEM  
CALVERTON, NEW YORK

CONTRACT DATED \_\_\_\_\_, 20 \_\_\_\_ BY AND BETWEEN THE TOWN OF  
RIVERHEAD (HEREIN CALLED THE "OWNER" AND \_\_\_\_\_  
(HEREIN CALLED THE "CONTRACTOR")

WITNESSETH, the Town and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements contained, agree as follows:

The Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and Plans, together with any Addenda, shall form part of this contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, title, heading, headlines and marginal notes contained herein are solely to facilitate reference to 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 the Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and any Addenda. In case of any conflict or inconsistency between the provisions of the conditions of this contract shall govern.

IN WITNESS THEREOF, the parties hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

\_\_\_\_\_  
(written in words) Dollars \_\_\_\_\_  
(figures)

ATTEST: TOWN OF RIVERHEAD

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

VETERANS MEMORIAL PARK SANITARY SYSTEM  
CALVERTON, NEW YORK

**FORM OF CONTRACT**

STATE OF NEW YORK

)  
)ss:

COUNTY OF SUFFOLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared

\_\_\_\_\_  
(Town Supervisor)

The duly elected and qualified Supervisor of the Town of Riverhead, the corporation described in and which executed the foregoing instrument, to me known and known to me to be such Supervisor of the Town of Riverhead; and he being by me duly sworn did depose and say; that he is the Supervisor of the Town of Riverhead; that he resided at

\_\_\_\_\_, Suffolk County, New York; that he knows the corporation seal of said Town of Riverhead; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Supervisor for the purpose herein mentioned.

\_\_\_\_\_  
Notary Public

VETERANS MEMORIAL PARK SANITARY SYSTEM  
CALVERTON, NEW YORK

## **FORM OF CONTRACT**

### Acknowledgement by Contractor if a PARTNERSHIP

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_, before me personally appeared  
\_\_\_\_\_  
to me known to be the person described in and who executed the  
foregoing instrument and who acknowledged to me that he executed the same.

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## Notary Public

#### Acknowledgement by Contractor if a PARTNERSHIP

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## Notary Public

VETERANS MEMORIAL PARK SANITARY SYSTEM  
CALVERTON, NEW YORK

**FORM OF CONTRACT**

Acknowledgement by Contract if a CORPORATION

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

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

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Notary Public