



TOWN OF RIVERHEAD
Sean M. Walter, Supervisor

200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

BID #RWD-2015-33

BID FOR: ANNUAL DIESEL/GENERATOR MAINTENANCE
FOR THE RIVERHEAD WATER DISTRICT

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

(____) _____ (____) _____
PHONE NUMBER FAX NUMBER

E-MAIL ADDRESS

In compliance with your advertisement for bids to be opened on, **June 11, 2015**, subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

SIGNED BY

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **ANNUAL DIESEL/GENERATOR MAINTENANCE** for use by the RIVERHEAD WATER DISTRICT will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m. on June 11, 2015**. The purpose of this bid contract is to supply the District with annual maintenance and repair during normal hours, or after hours on an emergency basis (seven days a week, 24 hours a day, 365 days a year), of any one of the diesel and generator systems, whether it is Genset or diesel-drive, throughout the length of this year-long contract.

Bid Specifications and/or Plans may be obtained visiting the Town of Riverhead website at www.townofriverheadny.gov on or after May 28, 2015. Click on "Bid Requests" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR ANNUAL DIESEL/GENERATOR MAINTENANCE – BID #RWD-2015-33**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

NOTE: Bid responses must be delivered to the Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901, on or before June 11, 2015. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

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

Diane M. Wilhelm, Town Clerk

GENERAL SPECIFICATIONS

Bidders shall be responsible to carefully examine the Specifications enclosed.

Bidders shall furnish their price and/or lump sum bid as called for on the Bid Proposal Sheet(s) attached.

Alternates of equal or superior design and/or quality shall be listed separately and a Manufacturer's Specification Sheet shall be submitted with a bid. Failure to submit such data may result in the disallowing of said bid. If equipment is to be furnished, the equipment and all associated components shall be furnished complete and ready for use. The equipment furnished shall be the Manufacturer's latest listed and published model, or models, which meet all the applicable requirements of these Specifications. These Specifications require the doing of all things necessary or proper for, or incidental to, the furnishing and delivery of said equipment and associated components.

All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these Specifications; and the vendor shall perform the same as though they were specifically mentioned, described and delineated.

COMPLIANCE WITH RULES AND REGULATIONS

The unit and associated equipment furnished shall comply with all provisions which would be applicable, if the Town of Riverhead were a private corporation of Federal and State of New York Laws, Ordinances, Codes, Rules, Regulations, Orders, Permits and Licenses and with fire underwriters requirement, except that where the weight and dimensions requirements set forth herein exceed such provisions, these Specifications shall control.

GUARANTEE

The vendor warrants and guarantees the performance of the work herein specified, including all associated equipment furnished, against any defects in design, workmanship and materials, and against failure to operate satisfactorily for a period of thirty (30) days from the date of acceptance of the work performed, except defects or failure shown by the vendor. The vendor also warrants and guarantees that the work performed herein specified, if found to be defective, will correct the defect at the specified premises within 24 hours (?) from the time the vendor is contacted by the Town of Riverhead.

RESERVATIONS

The mention in the specifications of any unit, component, or equipment by brand name and/or model is meant to convey to the potential bidder the type and quality of the product required and desired by the town. Any unit, component, or equipment which is of equal type and quality may be considered as such and may be acceptable to the town, upon agreement by the Town Board to that fact. The decision of the Town Board, however, in such a circumstance is final.

Furthermore, the Town Board of the Town of Riverhead reserves the right and responsibility to reject any or all bids if they believe such action to be in the best interest of the Town.

CONTRACT PERIOD

The Contract Period shall be effective the date a resolution of the Town Board of the Town of Riverhead is adopted and run for a period of one (1) year. At the termination of the one-(1) year period, the contract may be extended (not to exceed two [2] extensions) for a total three-(3) year contract at the sole discretion of the Town of Riverhead and with the consent of the vendor.

MUNICIPAL EXEMPT STATUS

The Town is exempt from the payment of Federal, State and local taxes. Taxes must not be included in proposal prices. The Town will furnish necessary exemption paperwork upon request.

FUEL SURCHARGES

The Town of Riverhead will not pay any type of fuel surcharge. Any fuel charges added will be deleted from any payments made to the vendor.

CERTIFICATION/TRAINING REQUIRED

All persons working on the TOWN DISTRICT diesel engines shall have either an associates or bachelor's degree in diesel technology or a T-2 or higher ASE certification and possess the skills necessary to diagnose, service and repair diesel engines and generators. Documentation as to the qualifications described in this paragraph shall be attached to the **BID PROPOSAL SHEET** and made a part of the bid.

INSURANCE REQUIRED

The Contractor shall not commence any work until he has obtained and had approved by the TOWN DISTRICT all of the insurance required under this Contract as enumerated herein:

Workers Compensation Insurance;
Public Liability and Property Damage Insurance;
Comprehensive General Liability and Property Damage Insurance;
Owner's (TOWN, DISTRICT) 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 DISTRICT.

- A. Workers' Compensation Insurance - The Contractor shall take out and maintain, during the life of this Contract, Workers' Compensation Insurance for all of his employees employed at the site of the project, and in any case of any of the work being sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

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 and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

- (1) Comprehensive General Liability Insurance in the amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than TWO MILLION DOLLARS (\$2,000,000.) on account of one accident
- (2) Property Damage Insurance in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) for damages on account of any one accident and in an amount of not less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.) for damages on account of all accidents.

C. Comprehensive General 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 above policies for public liability and property damage insurance must name the Town of Riverhead, The Riverhead Water District, its employees, public officials, officers, agents, etc., as additional insureds on a primary and non-contributory basis for General Liability, Automobile Liability and/or Excess Umbrella Liability. That additional insured status must be evidenced by a copy of endorsement CG 20 10 10 01, "additional insured – owners, lessee or contractors – scheduled person or organization" endorsement (see attached sample) or its equivalent and copy of endorsement CG 20 37 10 01, "additional insured – owners, lessees or contractors - completed operations" endorsement (see attached sample), or its equivalent.

D. Blanket Waiver of Subrogation – The above policies for workers' compensation insurance as well as comprehensive general liability insurance, automobile insurance, and excess umbrella liability insurance shall include waiver of

transfer of rights of recovery against the Town of Riverhead, The Riverhead Water District, et.al. Such waiver of subrogation shall be evidenced by certificate of insurance or copy of endorsement to the appropriate policy.

- E. Owner's Protective Public Liability and Property Damage Insurance – (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER) – If the Town of Riverhead, Riverhead Water District deem necessary, the Contractor shall furnish to the TOWN DISTRICT with respect to the operations he or any of his subcontractors perform, a regular Protective Public Liability Insurance Policy for and in behalf of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER, providing for a limit of not less than ONE MILLION DOLLARS (\$1,000,000.) 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 TWO MILLION DOLLARS (\$2,000,000.) 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for all damages arising out of injury to, or destruction of, property in any one accident and subject to that limit per accident a total (or aggregate) limit of TWO HUNDRED THOUSAND DOLLARS (\$200,000.) on account of all damages arising out of injury to, or destruction of, property during the policy period. The insurance must fully cover the legal liability of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER. The coverage provided under this policy must not be affected if the TOWN DISTRICT performs work in connection with the project either for, or in cooperation with, the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the TOWN DISTRICT directs or supervises the work to be performed by the Contractor.
- F. 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 from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
- (1) Automobile Public Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries, including wrongful death by any one person, and subject to the same limit for each person in an amount not less than TWO MILLION DOLLARS (\$2,000,000.) on account of one accident.

- (2) Automobile Property Damage Insurance in an amount of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for damages on account of any one accident and in an amount of not less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.) for damages on account of all accidents.

PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish certificate(s) of insurance (as attached hereto as **ADDENDUM #2**) to the TOWN DISTRICT for each insurer insuring the Contractor or any subcontractor under this Contract, naming the Town of Riverhead and Riverhead Water District as additional insureds, and shall forward said certificate(s) to the TOWN DISTRICT within fourteen (14) days of the award of the contract.

Certificates, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. The certificates shall be further endorsed to provide the TOWN DISTRICT with any notice of cancellation at least thirty (30) days prior to the actual date of such cancellation.

In addition to the above, the Contractor shall also provide the TOWN DISTRICT with an executed HOLD SAFE AND HARMLESS AGREEMENT, as attached hereto as **ADDENDUM #3**.

COMPLIANCE WITH LABOR AND PENAL LAWS

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

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

Section 2208 of the Labor Law, as amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by, him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any Contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

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

Section 220D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall contain the provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering into such Contract less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and, upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum or nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any

person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this Section.

The minimum wage rates are established by the Industrial Commissioner, State of New York, for this Contract. It is the contractor's responsibility to ensure wages are paid in accordance with latest revision.

**RIVERHEAD WATER DISTRICT
ANNUAL DIESEL/GENERATOR MAINTENANCE
BID #RWD-2015-33**

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, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the 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 Name: _____

Date: _____

NON-COLLUSIVE CERTIFICATE

(MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID)

UNDER PENALTIES OF PERJURY:

_____ (BIDDER), being duly sworn, deposes and says:

- 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 knowingly been 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 made 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 been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)

(TITLE)

Address: _____

Sworn to before me this _____ day
of _____, 20____

NOTARY PUBLIC

**BID SPECIFICATIONS FOR
ANNUAL DIESEL/GENERATOR MAINTENANCE
FOR RIVERHEAD WATER DISTRICT**

**SPECIFICATIONS ARE ATTACHED TO
THE END OF THIS DOCUMENT.**

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER

ADDRESS

CITY, STATE, ZIP CODE

CONTACT PERSON

DATE

SIGNATURE OF DEALER/AGENT



RWD Riverhead Water District

Mark K Conklin, Superintendent

1035 Pulaski Street, Riverhead, New York 11901

Phone: 631-727-3205

FAX: 631-369-4608

Email: conklin@townofriverheadny.gov

To Whom It May Concern:

The Riverhead Water District (hereinafter known as "District") has nine (9) diesel motors and one propane Genset in seven (7) locations throughout the District. Three of these sites house two (2) motors in one building.. Of the nine (9) diesels, four (4) are diesel-driven generators (GenSets), five (5) are PTO right-angle drives that drive deep well turbine pumps. Two (2) of the diesel-drive Kato generators are through-belt drives and the other one is through a drive shaft motor (double ended). One (1) diesel (Detroit) drives a 1,250-gallon per minute centrifugal pump through a PTO. One (1) GenSet is a Kohler/GM propane unit.

The purpose of this bid contract is to supply the District with annual maintenance and repair during normal hours, or after hours on an emergency basis (seven days a week, 24 hours a day, 365 days a year), of any one of the diesel systems, whether it is GenSet, propane or diesel-driven throughout the length of this year-long contract. Bidders shall furnish their lump sum bid for all items on the Bid Proposal Sheet attached hereto. The contract will be awarded to the bidder who best demonstrates he can supply the best service to the District in all categories listed on the Bid Proposal Sheet. Bidders shall furnish five (5) references which they have served over the past two (2) years that are comparable to generators equal to size and horsepower of the Riverhead Water District. Bidder shall also supply an estimated value of their assessable inventory with a time frame to obtain generator and diesel parts as the size and horsepower of the Riverhead Water District. Bidder shall supply qualifications, training and/or experience of all mechanics servicing the diesel systems that pertain to the size (KW) and horsepower of the Gensets and diesels of the Riverhead Water District.

Based on this objective, the contractor shall provide a proposal to furnish parts and equipment to perform the following:

1. Annual Maintenance - Diesel and GenSets:
 - (a) This service is done once annually, usually at the start of the season in May.
2. Labor for any emergency or regular repair of the ten (10) operating units.
3. Parts and components, including freight and trucking, for repair of ten (10) units, as needed. If manufacture's parts are to be substituted (i.e., another make other than CAT, Detroit, Cummings, etc.), bidder shall supply the District with a part equal to that of the manufacturer's part.

If you have any questions regarding any of the bid items, please contact Mark Conklin, Superintendent, by telephone at 631-727-3205, by fax at 631-369-4608; or by email Conklin@townofriverheadny.gov.

RIVERHEAD WATER DISTRICT DIESEL MAINTENANCE

To whom it may concern:

Please price the following:

Annual Maintenance:

1. Change oil and filter (primary and secondary). Supply type of oil used for use in future oil samples .
2. Change engine fuel filters (primary and secondary).
3. **REMOVE ALL ENGINE'S** used oil, fuel **AND** filters for proper disposal.
4. Take sample of crankcase oil to determine engine wear and metal level with written report to be forwarded to R.W.D. (Include price of sample and postage).
5. Take sample of coolant water to determine condition with written report to be forwarded to R.W.D. (Include price of sample and postage). A lab sample is to be included with the analysis report.
6. Service crankcase breather.
7. Check operation of water jacket heater (temp., amps and voltage.)
8. Check coolant level and add coolant conditioner concentration, if needed.
9. Check all manifolds, brackets, mountings and flex connections.
10. Inspect air cleaner and supply spare for all units.
11. Check operation of battery charger and/or alternator.
12. Check battery electrolyte level and maintain.
13. Inspect governor linkage, oil level and throttle control.
14. Check electronic governor connections and actuator.
15. Inspect all drive belts for integrity.
16. Check pulley hub bearings. Lubricate as needed.
17. Inspect water pump seal
18. Check operation of louvers.
19. Check operation of remote temperature valves or solenoid valves.
20. Inspect fuel supply for leaks and check for contaminants and high/low alarms.
21. Inspect all coolant hoses and connections for cracks and leaks.
22. Check and inspect all grease points and grease.
23. Inspect turbocharger and exhaust system for proper operation and check for leaks, cracks, deterioration from engine to outlet.
24. Adjust valves, injectors and governor as per OEM.
25. Test all safety systems and do a **COMPLETE** shut down of **EACH** safety device.
26. Check all gauges, fuel oil pressure, water temp., etc.
27. Supply eighteen (18) oil sample bottles for additional samples to be taken by R.W.D. personnel. At the time the oil sample(s) is (are) taken, a written report must be supplied to the R.W.D. Price for any sampling and postage is to be included in the bid.
28. Inspect and adjust, if needed, engine PTO. Also report of condition.
29. Make any minor adjustment to system as needed.
30. RUN unit to operating temperature with full operating load, to be witnessed by Water District personnel and sign off in service.
31. Submit written service report to R.W.D. and all analysis with written recommendations.

See ADDENDUM #1 for description of diesels and generators.

**RIVERHEAD WATER DISTRICT
GENERATOR MAINTENANCE**

To Whom It May Concern:

Please price the following:

Annual Maintenance

1. Check and inspect PTO (adjust if needed). Furnish written report as condition.
2. Check and inspect pulley hub bearings and lubricate system.
3. Check and inspect all drive belts for integrity.
4. Operate electric set and check for correct voltage and frequency (note any unusual conditions).
5. Simulate and check operation of each pre-alarm and shutdown device.
6. Check operation of generator control instrumentation.
7. Check operation of automatic start/stop controls and switches.
8. Test all fault lamps and replace as needed.
9. Check operation of automatic sync equipment.
10. Clean minor accumulation of dust from switch gear.
11. Place electric set on line and check operation of transfer switches. **PLEASE NOTE:**
This is to be done with consent of R.W.D. personnel.
12. Submit written service report to R.W.D. with any recommendations.

See ADDENDUM #1 for description of diesels and generators.

ADDENDUM #1

<u>PLANT #</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>ARR. #</u>	<u>DESCRIPTION</u>
2	Cat D339	34B1629	None	Right angle drive PTO
4-1	Cat D333C	66D573	4275L	Right angle drive PTO - 15 KW Kato Gen Set
4-2	Cat D333C	66D1805	53708	Right angle drive PTO
5-1	Cat D3306PC	66D33239	7N3379	Right angle drive PTO – belt driven
5-2	Cat D3306	2AJ00593	9Y2191	Portable Gen Set - 250 KW
6	Detroit 10337000	3A0100353	None	Pad-mount PTO pump
7-2	Cat D3306	85Z05181	7C7475	Pad-mount Gen Set - 250 KW
7-3	Cat 3208	5YF02319	4P2649	Pad-mount Gen Set - 200 KW
8	Kohler (GM) Model #60R2G	2205084	None	Pad-mount Kohler 60KW GenSet (GM 5.7L V8 Propane)
10	Cummins 6CT	45167710	19950405 255 HP	Pad-mount – 150 KW

**ANNUAL DIESEL MAINTENANCE
 BID PROPOSAL SHEET
 BID #RWD-2015-33**

Item #1 – Annual Maintenance Bid (three [3] units total) \$ _____ L.S. per unit

Item #2 – Annual Maintenance Bid w/Generators
 (seven [7] units) \$ _____ L.S. per unit

Item #3 - Labor:

- a) During normal business hours \$ _____ per hr.
- b) After normal business hours \$ _____ per hr.
- c) Weekends \$ _____ per hr.
- d) Sundays & Holidays \$ _____ per hr.
- *e) Estimated mileage normal business hours \$ _____ per mi.
- *f) Estimated mileage after hours & weekends \$ _____ per mi.
- *g) Normal response time _____ hr/min.
- *h) Emergency response time _____ hr/min.

*Please supply point of origin: _____

(NOTE: For regular maintenance, “point of origin” shall be deemed to be calculated from the last job site. In an emergency, “point of origin” shall be from headquarters)

Item #4 - Parts and Components

(Lump Sum [L.S.] = \$ amount + percentage; ex., \$100 x 20% = \$120.00 L.S.)

- a) Up to \$100 certified cost plus _____ % = \$ _____ L.S.
- b) Up to \$500 certified cost plus _____ % = \$ _____ L.S.
- c) Up to \$1000 certified cost plus _____ % = \$ _____ L.S.
- d) Up to \$5000 certified cost plus _____ % = \$ _____ L.S.
- e) Above \$5000 certified cost plus _____ % = \$ _____ L.S.

ATTACH CERTIFICATION/TRAINING DOCUMENTATION PER PAGE 4

**RIVERHEAD WATER DISTRICT
ANNUAL DIESEL/GENERATOR MAINTENANCE OVERVIEW
BID #RWD-2015-33**

Please furnish the following information:

1. Please list name or names of contact person

During normal hours:

After hours:

2. Please list your days & hours of business:

3. Please list day business phone number(s):

4. Please list night business phone number(s):

Please list emergency phone number(s):

ADDENDUM #2 SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker	CONTACT Broker PHONE (A/C, No, Ext): " " FAX (A/C, No): " " EMAIL Address: " " <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Corresponds with Insr Ltr column below INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Name and Address must match contract with The Town of Riverhead	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <u>contractual liability</u> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER SECT <input type="checkbox"/> LOC OTHER:	X	X	12345678	CURRENT	DATES	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTALS \$ 1,000,000 PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP Adg \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	12345678	CURRENT	DATES	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	12345678	CURRENT	DATES	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below		X	12345678	CURRENT	DATES	EER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Riverhead and the Riverhead Water District, its officers, agent, servants and employees, are named as additional insured on a primary and non-contributory basis for General Liability, Automobile Liability and Umbrella/Excess liability including completed operations. A waiver of subrogation in favor of the Town is included for the General Liability, Automobile Liability and Workers Compensation. Endorsements are attached. There are no exclusions pertaining to employees of any tier on any liability policy. Broad form contractual liability is included. 30 Day Notice of Cancellation to the The Town of Riverhead is included for all policies. New York Workers Compensation is included.

CERTIFICATE HOLDER The Town of Riverhead Riverhead Water District 1035 Pulaski Street Riverhead, NY 11901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
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ADDENDUM #3

**TOWN OF RIVERHEAD
HOLD SAFE
AND
HARMLESS AGREEMENT**

The within hold safe and harmless agreement is made between the TOWN OF RIVERHEAD, a municipal corporation with an address at 200 Howell Avenue, Riverhead, New York 11901, acting through the RIVERHEAD WATER DISTRICT (hereinafter "Town") and

_____, a domestic corporation with an address at _____, (hereinafter "Contractor").

Contractor represents that it that provides services to the Town and that it requires access to the Town's property located at _____. The Town grants Contractor a temporary license to enter upon the premises to perform the service for the Town.

Contractor has been advised, understands and agrees that it is electing to enter upon the premises with no representations of any kind whatsoever and further Contractor agrees to the use of the above referenced area from the TOWN OF RIVERHEAD freely and voluntarily.

Contractor, by _____, indicates that he/she is 18 years of age; that he/she has read and understands the foregoing; that he/she has been authorized by CONTRACTOR to sign same and agrees to the terms and conditions of this agreement, intending that CONTRACTOR to be legally bound by them.

Contractor hereby assumes all responsibility and risk of injury that might occur to me or my property and agree to indemnify, hold harmless, release and defend the TOWN OF RIVERHEAD, its officers, agents, servants and employees from any and all claims or suits for property damage or loss, or personal injury, including death sustained, whether or not damages or injuries are caused directly or indirectly by the negligence of agents, servants or employees of the TOWN OF RIVERHEAD, arising out of or related to this agreement.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, Contractor, Architect, and consultants, agents and employees of any of them (individually or collectively, "Indemnity") from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance or lack of performance of the work under the agreement and any change orders or additions to the work included in the agreement, provided that any such claim, damage, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or physical injury to tangible property including loss of use of that property, or loss of use of tangible property that is not physically injured, and caused in whole or in part by any actual or alleged:

- Act or omission of the Contractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or
- Violation of any statutory duty, regulation, ordinance, rule or obligation by an Indemnitee provided that the violation arises out of or is in any way connected with the Contractor's performance or lack of performance of the work under the agreement.

The Contractor's obligations under this agreement shall apply regardless of whether or not any such claim, damage, liability, loss or expense is or may be attributable to the fault or negligence of the Contractor.

In the event that an Indemnitee is determined to be any percent negligent pursuant to any verdict or judgment, then, in addition to the foregoing, Contractor's obligation to indemnify the Indemnitee for any amount, payment, judgment, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Contractor and anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Contractor is liable.

The indemnity obligation under this contract shall not be construed to negate, abridge or reduce any other right or obligation of indemnity that would otherwise exist as to any person or entity described in this contract.

In any and all claims against an Indemnitee by any employee of the Contractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable, the indemnification obligation under this contract shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The indemnification obligation under this contract shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of an Indemnitee as described in the agreement.

Agreed to this _____ day of _____, 20_____.

(NAME OF CONTRACTOR)

By: _____
(SIGNATURE)

(PRINTED NAME)

Subscribed and sworn to me on this the _____ day of _____, 20_____.

Notary Public in and for the State of _____.

NOTARY PUBLIC

(NOTARY STAMP/SEAL)

RIVERHEAD WATER DISTRICT

By: _____
MARK K CONKLIN, Superintendent

Subscribed and sworn to me on this the _____ day of _____, 20_____.

Notary Public in and for the State of New York.

NOTARY PUBLIC

(NOTARY STAMP/SEAL)