



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

**2019 ANNUAL PROCUREMENT CONTRACT**

**March 2019**

Prepared By:  
Engineering Department  
Town of Riverhead  
1295 Pulaski Street  
Riverhead, NY 11901  
(631) 727-3200 Ext. 201



# TOWN OF RIVERHEAD

*Laura Jens-Smith, Supervisor*  
200 Howell Avenue  
Riverhead, New York 11901-2596  
631-727-3200

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BID # 2019 Annual Procurement Contract

## **BID FOR: 2019 ANNUAL PROCUREMENT CONTRACT**

\_\_\_\_\_  
BIDDERS NAME

\_\_\_\_\_  
BIDDERS ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
DATE

(\_\_\_\_\_)\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

In compliance with your advertisement for bids to be opened at **11:05 AM on MARCH 15, 2019** and 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.

**(THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID)**

Respectfully submitted,

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

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

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

**TOWN OF RIVERHEAD**

VENDOR NAME \_\_\_\_\_

## NOTICE TO BIDDERS

Sealed bids for the goods, materials, and services set forth in these specifications, **2019 ANNUAL PROCUREMENT CONTRACT** for use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **4:00 PM on MARCH 14, 2019** and will be publicly opened and read aloud at **11:05 AM on MARCH 15, 2019** .

Specifications and guidelines for submission are available on the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov). on **FEBRUARY 28, 2019**. Click on “Bid Requests” and follow the instructions to register.

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 attached to the bid form.

All bids must be submitted to the Office of the Town Clerk at the address stated above in a sealed envelope clearly marked **2019 ANNUAL PROCUREMENT CONTRACT**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. 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.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

VENDOR NAME \_\_\_\_\_

## TOWN OF RIVERHEAD BID

### 2019 ANNUAL PROCUREMENT CONTRACT

#### GENERAL BID SPECIFICATIONS

##### 1. General Instructions

Bidders shall be responsible to carefully examine the bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to the furnishing and/or delivery of said good and materials set forth in the specifications below. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these bid specifications; and the vendor shall perform the same as though they were specifically mentioned, described and delineated. Read all documents contained in the bid specifications.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.

A copy of the official bid documents may be obtained at the Town's website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov). In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the Town website referenced above-log and scroll to bid for **2019 ANNUAL PROCUREMENT CONTRACT**. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Purchasing Agent at 200 Howell Ave., Riverhead, NY 11901 or by email to: [tague@townofriverheadny.gov](mailto:tague@townofriverheadny.gov) prior to the bid opening, **unless otherwise stated\***. Such questions must be in the possession of the Purchasing Agent at least 72 hours prior to the bid opening, **unless otherwise stated\***. **Verbal questions will not be entertained.**

**Bidders must submit one original copy of their bids.** The original must be sealed and clearly marked "**2019 ANNUAL PROCUREMENT CONTRACT**". All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law (Statement of Non-Collusion in Bids); New York State Finance Law 139-L(\*effective January 1, 2019 workplace policy for sexual harassment prevention see also Labor Law 201-G); and New York State Finance Law § 165-a (Iran Divestment Act). Note, with respect to the Iran Divestment Act Certification, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

VENDOR NAME \_\_\_\_\_

To the extent applicable, samples may be requested by the Town for the purpose of product evaluation. It is understood that samples will be provided at **no** charge to the Town and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.

The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov). The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the RESPONSIBLE BIDDER offering the best price, availability to supply good/parts within the requested time frames, and location/proximity to the Town's Highway Department (Highway Maintenance Garage is located at 1177 Osborne Avenue, Riverhead, NY). A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening. Any bidder who does not honor their bid within the forty-five (45) days may be barred from bidding in any jurisdiction in New York State.

Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The Town may audit adherence to this schedule at any time during or after the contract period.

## **2. Bid Costs and Expenses**

The Town of Riverhead will not pay any costs incurred by any bidder ("bidder" and "bidder/contractor" may be used interchangeably in these specifications.) associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

## **3. Bid Expiration Date**

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one (1) year from the date of the signed contract. The Town of Riverhead reserves the right to ask for an extension of time if needed.

## **4. Non-Conforming Bids**

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

VENDOR NAME \_\_\_\_\_

## **5. Sub-Contracting**

The bidder/bidder/contractor selected shall be solely responsible for contractual performance and bidder/contractor assumes all responsibility for the material supplied, quality of material and quality of work performed under this contract.

## **6. Discrepancies and Omissions**

Bidder/Contractor is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of bidder/contractor. Should bidder/contractor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, bidder/contractor shall notify the PURCHASING AGENT, in writing, of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of bidder/contractor's bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than five (5) calendar days prior to the time set for opening of the bids.

## **7. Town's Right to Reject Bids**

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or bidder/contractor's response), to sit and act as sole judge of the merit and qualifications of each product or service offered, or to solicit new bids on the same product or service or modification of said product or service which may include portions of these originally proposed specifications as the Town may deem necessary in the best interest of the Town.

## **8. Town's Right to Cancel Solicitation**

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any bidder/contractor.

## **9. Notification of Withdrawal of Bid**

Bidder/Contractor may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

## **10. Exceptions to the Bid Specifications**

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

VENDOR NAME \_\_\_\_\_

### **11. Award of Contract**

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful bidder/contractor(s) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a bidder/contractor of the acceptance of its bid by the Town will constitute a contract, and no bidder/contractor will acquire any legal or equitable rights or privileges until the occurrence of such event.

### **12. Contract Terms and Conditions**

The term of the contract between the successful bidder and the Town shall be for one (1) year. At the end of the contract period, the contract may be extended (not to exceed 1 one (1) year extension) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the bidder/contractor. The Town also reserves the right to cancel this contract at any time without notice.

### **13. Pick-up and Delivery**

In the event that the lowest qualified bidder for an Item is unable or unwilling to supply, load, deliver, as the case may be, or the material is determined to be unsatisfactory, the Town reserves the right to purchase in the open market or through such other available means, including but not limited to General Municipal Law 103(16) or through a Joint/Cooperative Purchasing Agreement. Unless a different schedule or time frame has been set forth in the Technical Specifications, all materials and/or services must be available within twenty four (24) to thirty six (36) hours of placement of order. Notwithstanding the above, the Town and bidder/contractor may agree to a scheduled date of delivery beyond the time parameters above. Again, in the event that the bidder/contractor fails to adhere to the agreed upon schedule for pick up or delivery of material, the Town reserves the right to purchase the product elsewhere. **IMPORTANT**, the bidder/contractor shall be liable for any excess cost to the Town due to bidder/contractor's failure to comply with the pickup or delivery provisions set forth herein

### **14. Invoices & Payments**

- a. The bidder/contractor shall either accept a Town issued credit card or the bidder/contractor shall put the item(s) "on account" and submit an invoice for payment to the Town-all invoices must be submitted within 30 days of delivery or acceptance of material or services. **The bidder/contractor shall not accept cash payment for any item.**
- b. All invoices, vouchers, packing slips and any correspondence shall include the following: date/time; description of item; identify the Town employee accepting the delivery or picking up the item. All invoices shall be submitted for payment to:

**Town Hall  
200 Howell Ave.  
Riverhead, NY 11901**

**Every invoice must identify the employee receiving the item.**

VENDOR NAME \_\_\_\_\_

### **15. Independent Bidder/contractors**

The parties to the contract shall be independent bidder/contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

### **16. Licenses and Permits**

In performance of the contract, the bidder/contractor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful bidder/contractor. The bidder/contractor shall be properly licensed and authorized to transact business in the State of New York.

### **17. Notice**

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Mary Ann Tague, Purchasing Agent  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901**

### **18. Indemnification**

a. General Indemnification:

By submitting a bid, the proposing bidder/contractor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the bidder/contractor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

b. Insurance

i. Bidder/contractor recognizes that it is operating as an independent bidder/contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder/contractor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder/contractor in their negligent performance under this contract.

VENDOR NAME \_\_\_\_\_

The bidder/contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The bidder/contractor is an independent bidder/contractor and is not an employee of the Town of Riverhead. During the term of this contract, the bidder/contractor shall, at its own expense, carry insurance minimum limits as Upon award of bid, bidder/contractor shall provide a copy of all insurance certificates identified below (a, b, c) within thirty six hours of notification of successful bid and prior to commencement of any services identified in the contract/bid specification: a. Proof of Comprehensive General Liability Insurance, including products completed, contractual, property and personal injury in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; and b. Proof of professional liability insurance in the amount of (\$1,000,000.00.); and c. Proof of Automotive/Equipment Liability (Bodily Injury and Property Damage) insurance in the amount of \$100,000 (per occurrence)/\$300,000 (total). In the event the bidder/contractor fails to provide the insurance required information, the Town may cancel the award and award to the next lowest bidder.

#### **19. Piggybacking Clause Method of Award**

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The TOWN guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Riverhead and the vendor. Additionally, the TOWN reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it, including cooperative and/or joint purchasing agreements with other Counties, Towns, Villages, Districts pursuant applicable provisions of the laws of New York State.

#### **20. Assignment**

The Contract resulting from this bid and the compensation, which may become due thereunder are not assignable except with prior written approval of the Town.

#### **21. Interpretation**

The Contract resulting from this Solicitation shall be construed under the laws of the State of New York.

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

**2019 ANNUAL PROCUREMENT CONTRACT**

**TECHNICAL SPECIFICATIONS**

**TOWN OF RIVERHEAD  
ANNUAL MATERIALS AND ASPHALT PROCUREMENT CONTRACT 2019  
TECHNICAL SPECIFICATIONS**

Item No. 4-P	Recycled Concrete Aggregate
Item No. 14	Ready-Mix Concrete
Item No. 15	Polyethylene Pipe
Item No. 16	Leaching Pools & Top Slabs
Item No. 28	Baseball Sand Mix
Item No. 29	Baseball Clay Mix
Item No. 30	Underdrains
Item No. 30-F	Granular Fill
Item No. 31	Composite Soil Mix
Item No. 32	Topsoil and Seed
Item No. 33	Road Sand Mix
Item No. 34	Planting Mix
Item No. 44	Asphalt Pavement Crack and Joint Sealant
Item No. 60	Asphalt Concrete Type 1, Base Course Loaded into Town of Riverhead Trucks
Item No. 62	Rut Avoidance Asphalt Concrete, Type 3RA Binder Course, Loaded into Town of Riverhead Trucks
Item No. 64	Rut Avoidance Asphalt Concrete, Type 6FRA Top Course, Loaded into Town of Riverhead Trucks
Item No. 66	Cold Mix Bituminous Pavement Loaded into Town of Riverhead Trucks
Item No. 70	Asphalt Price Adjustment
Item No. 72	Sand Asphalt Base Course Loaded into Town of Riverhead Trucks
Item No. 152	Certified Wood Fiber Safety Surface
Item No. 160	Landscaping Wood Mulch
Item No. 170	Blue Stone
Item No. 172	Trap Rock
Item No. 184	Non-Woven Geotextile

TOWN OF RIVERHEAD  
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ITEM NO. 4-P RECYCLED CONCRETE AGGREGATE

**1. DESCRIPTION** - The work consists of furnishing, delivering and unloading Recycled Concrete Aggregate (RCA) at the Town of Riverhead Stozky Park Facility in the quantities presented in a Town of Riverhead issued Purchase Order.

**2. DEFINITIONS**

Deleterious: Any material that does not consist of concrete, asphalt, glass, brick, stone, sand, gravel or blast furnace slag, when these materials are used in subbase in conformance with the specification requirements, OR any material which, in the opinion of the Town Engineer, may adversely affect the performance of the product either during handling, during construction, or in its final application.

**3. MATERIALS** - RCA shall be supplied from either a New York State Department of Transportation (NYSDOT) approved stockpile, or the Contractor shall provide documentation showing that the material obtained is from a NYSDEC registered or permitted construction and demolition (C&D) debris processing facility as specified in Section 360-16.1 of 6NYCRR Part 360, "Solid Waste Management Facilities".

If Blast Furnace Slag is to be used, provide documentation showing that it has undergone a NYSDEC beneficial use determination (BUD) prior to its use as specified in 6NYCRR Part 360-1.15, "Solid Waste Management Facilities".

For Types 1, 3, and 4 furnish materials consisting of approved Blast Furnace Slag, Stone, Sand and Gravel, or blends of these materials with not more than 5 percent by weight of glass. Alternately, the following materials are also acceptable under these types as a replacement for the materials mentioned above:

Alternate A. At least 95 percent, by weight, of RCA, and free from organic and other deleterious material. This material may contain up to 5% by weight asphalt and /or brick.

Alternate B. A mixture of RCA conforming to Alternate A above mixed with stone, sand, gravel or blast furnace slag. This material may contain up to 5% by weight asphalt and/or brick.

Alternate C. Bituminous material that is reclaimed from bituminous pavement and/or shoulders (Reclaimed Asphalt Pavement, or RAP) on a project constructed by the Town of Riverhead and is well-graded from coarse to fine and free from organic or other deleterious material, including tar. This material is at least 95%, by weight, reclaimed bituminous material and has a maximum top size, at time of placement, of 2 inches. The gradation requirements for the different Types listed below do not apply when the material consist of RAP. No soundness or Plasticity Index testing will be required for this Alternate.

TOWN OF RIVERHEAD  
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For Type 2, furnish materials consisting of approved Blast Furnace Slag or of Stone which is the product of crushing or blasting ledge rock, or a blend of Blast Furnace Slag and of Stone. If in the opinion of the Town Engineer, this material becomes unstable during construction, it may be necessary to add a mixture of natural suitable material to the RAP. Acceptance of the final product shall be based on an evaluation by the Town Engineer.

Provide written documentation that the reclaimed bituminous material originated on either a Town of Riverhead Municipal Project or on a New York State Department of Transportation project.

<b>Table 4-P – Percent Passing by Weight</b>				
Sieve Size Designation	Type			
	1	2	3	4
4 in.	-	-	100	-
3 in.	100	-	-	-
2 in.	90 - 100	100	-	100
¼ in.	30 - 65	25 -60	30 – 75	30 – 65
#40	5 - 40	5 - 40	5 - 40	5 – 40
#200	0 - 10	0 - 10	0 - 10	0 - 10

Soundness – Materials for Types 1, 2 and 4 will be accepted on the basis of Magnesium Sulfate Soundness Loss after four (4) cycles of 20 percent or less, unless material meeting the requirements of Alternate C is used. Material for Type 3 will be accepted on the basis of a Magnesium Sulfate Soundless Loss after four (4) cycles of 30 percent or less. All testing costs shall be incurred by the Contractor.

Plasticity Index – The required Plasticity Index of the material passing the #40 mesh sieve is 5.0 or less.

Elongated Particles – A flat or elongated particle is defined herein as one which has its greatest dimension more than three times its least dimension. Provide material consisting of particles where not more than 30 percent, by weight, of the particles retained on a ½ inch sieve are flat or elongated. When the State elects to test for this requirement, material with a percentage greater than 30 will be rejected. Acceptance for this requirement will normally be based on a visual inspection by the Engineer.

Stockpiling – Stockpile all material except as noted herein.

Material furnished under Type 3 will not be required to be stockpiled unless it contains RCA or glass.

Stockpiling of the reclaimed bituminous material for Alternate C is not required.

TOWN OF RIVERHEAD  
ANNUAL PROCUREMENT CONTRACT

Stockpile construction requirements, sampling, testing and acceptance/rejection procedures are stipulated in the appropriate Departmental publication.

**4. METHOD OF MEASUREMENT**

Item No. 4-P – The quantity is the number of loose cubic yards of material supplied to Stotzky Park located within the Town of Riverhead. Volumes shall be determined by the interior dimensions of the subbase carrying portion of the transport vehicle.

**5. BASIS OF PAYMENT**

Item No. 4-P – The unit price bid for this work includes the cost of furnishing all labor, material and equipment necessary to supply, deliver and unload the subbase material at the Town of Riverhead Stozky Park Facility.

*Payment will be made under:*

Item No.	Item	Pay Unit
4-P	Recycled Concrete Aggregate	CY

END OF SECTION

TOWN OF RIVERHEAD  
ANNUAL PROCUREMENT CONTRACT

ITEM NO. 14      READY-MIX CONCRETE

**1. DESCRIPTION** - The work under this item shall consist of furnishing all labor, equipment and materials for delivering and unloading ready-mix concrete in the quantities stated on a Town of Riverhead Purchase Order (PO) at the location specified on the PO located in the Town of Riverhead including but not limited to Jamesport, Aquebogue, Riverhead, Calverton, Wading River and parts of Manorville.

**2. MATERIALS** - Individual materials shall conform to the appropriate section of the Standard Specifications of the New York State Department of Transportation (NYSDOT SS) with the following modifications.

A. The aggregates shall conform to Section 703-07 of the NYSDOT SS.

B. The air entraining agent shall conform to the requirements Section 711-08 of the NYSDOT SS.

C. The water for mixing and washing the aggregates shall be completely, free of organic acids, alkalis, oil and shall be suitable for drinking.

**D. MIXING REQUIREMENTS**

1. The minimum cement factor shall be seven sacks per cubic yard of concrete.

2. The minimum permissible water-cement ratio shall be five gallons per sack of cement.

3. The average air content shall be five percent. The fine aggregate shall be reduced accordingly to provide the required air content.

4. The slump of the concrete shall not exceed four inches when tested in accordance with ASTM C-143, "Standard Test Method for Slump of Hydraulic-Cement Concrete". Batches or trucks showing more than this slump will be rejected and the contractor shall have no claim against the municipality of the Town Engineer or his representative for such rejection. This is the maximum limit and no tolerance above this limit will be permitted.

**E. SAMPLING AND TESTING**

1. Sampling and testing will be done in accordance with the requirements of ASTM C-39 "Method of Test for Compressive Strength of Molded Cylinders". The testing shall be performed by a laboratory, to be approved by the Town Engineer or his representative and all testing cost will be borne by the Contractor.

2. Tests of the concrete on random batches shall be supervised by the Town Engineer or his representative. At least one test comprising at least four cylinders

TOWN OF RIVERHEAD  
ANNUAL PROCUREMENT CONTRACT

shall be obtained each day when a minimum of 100 cubic yards of concrete is placed.

3. The concrete shall show an average strength in compression of 4,000 p.s.i when sampled, screed and tested in 28 days in accordance with the above specification. To conform to this average strength the following requirements must be met.

a. The average of five consecutive tests shall be a minimum of 3,650 p.s.i. A test shall be the average strength found by testing two or more cylinders from a single batch.

b. Four consecutive tests falling below 4,000 p.s.i. shall constitute failure to meet the specifications and shall be a sufficient basis for rejecting the corresponding areas of concrete placement.

c. Not more than two tests in ten shall fall below 3,650 p.s.i.

d. Where there is a question as to the quality of the concrete because of strength test failure, approval may be given to the contractor to sponsor alternate strength tests to verify or disprove the results. The tests and the basis of acceptance (or rejection) of the quality of the concrete by these alternate tests shall be agreed upon by the Town Engineer or his representative and the Contractor when approval is granted.

4. Weather limitation for concrete placement shall conform to the requirements of Section 502-3.01 of the Standard Specification of the New York State Department of Transportation.

**3. METHOD OF MEASUREMENT**

**Item 14– Ready-Mix Concrete** - The quantity to be paid for shall be the number of cubic yards used by the Town of Riverhead as shown by calibrated truck tickets, completed and accepted in accordance with the provisions of these specifications.

**4. BASIS OF PAYMENT**

**Item 14 – Ready-Mix Concrete** - The price bid shall include all necessary labor, equipment, machinery, aggregates, cement, water and all incidentals necessary to deliver and unload Ready-Mix Concrete as specified herein.

END OF SECTION

TOWN OF RIVERHEAD  
ANNUAL PROCUREMENT CONTRACT

ITEM NO. 15 POLYETHYLENE PIPE

**1. DESCRIPTION** - The Contractor shall furnish, deliver and unload high density polyethylene pipe at Stotzky Park, Riverhead, New York.

**2. MATERIALS**

- A. Polyethylene pipe shall have a smooth interior and annular exterior corrugations.
- B. 4- through 10-inch (100 to 250 mm) pipe shall meet AASHTO M252, Type S.
- C. 12- through 60-inch (300 to 1500 mm) pipe shall meet AASHTO M294, Type S.

**3. METHOD OF MEASUREMENT**

**Item 15**—The quantity is the number of linear feet of polyethylene pipe, diameter as specified below and on the Bid Proposal, delivered and unloaded at Stotzky Park.

**4. BASIS OF PAYMENT**

**Item 15** – The unit price per linear foot of polyethylene pipe bid for this work, diameter as specified below and on the Bid Proposal, includes the cost of furnishing all labor, materials and equipment necessary to deliver and unload Polyethylene Pipe at Stotzky Park.

Payment Item	Pipe Type	Pipe Diameter
15P-4"	High Density Polyethylene	4"
15P-12"	High Density Polyethylene	12"
15P-15"	High Density Polyethylene	15"
15P-18"	High Density Polyethylene	18"
15P-24"	High Density Polyethylene	24"
15P-30"	High Density Polyethylene	30"
15P-36"	High Density Polyethylene	36"
15P-48"	High Density Polyethylene	48"

END OF SECTION

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ITEM NO. 16 LEACHING POOLS & TOP SLABS

**1. DESCRIPTION** - The Contractor shall furnish and deliver leaching ring sections & traffic bearing top slab to Town of Riverhead Highway Facility located at 1177 Osborn Avenue, Riverhead, New York or Town of Riverhead Buildings & Grounds Facility located at 1295 Pulaski Street, Riverhead, New York

**2. MATERIALS**

The leaching ring sections and top slab shall conform in all respects to material and dimensional details of Suffolk County Department of Public Works Standard Sheets for Precast Leaching Basin Types F1, F2, F3, G1, G2, and G3 and Precast Top Slab Type U, V, W. They shall be constructed of concrete having a minimum strength of 4000 p.s.i, when cured and tested at 28 days in accordance with ASTM Designation; C-31 and C-39 as currently revised.

Reinforcing shall conform to the requirements of “Specifications for Welded Steel Wire Fabric for Concrete Reinforcement” ASTM Designation: A-185, as currently revised and of “Specifications for Billet-Steel Bars for Concrete Reinforcement” ASTM Designation A-615, as currently revised, for deformed steel bars intermediate grade.

**3. METHOD OF MEASUREMENT**

The quantity to be paid for under the Pay Items shown below shall be the number of leaching pool and/or top slabs furnished, delivered and accepted.

<b>Leaching Ring Payment Items</b>		
<b>Payment Item</b>	<b>Leaching Ring Diameter (ft.)</b>	<b>Total Leaching Ring Depth (ft.)</b>
16A	4	2
16B	4	4.5
16C	8	2
16D	8	3
16E	8	3.5
16F	8	4
16G	8	4.5
16H	10	2
16I	10	3
16J	10	4
16K	10	5
<b>Top Slab Payment Items</b>		
<b>Payment Item</b>	<b>Top Slab Size (ft.) x (ft.)</b>	
16L	4' DIA CIRCULAR	
16M	8' DIA CIRCULAR	
16N	10' DIA CIRCULAR	

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16O	4' x 6'	
16P	8' x 8'	
16Q	10' x 8'	

**4. BASIS OF PAYMENT**

**Item 16** – The unit price per leaching pool and/or top slab, diameters and sizes as specified above and on the Bid Proposal, includes the cost of furnishing all labor, materials and equipment necessary to deliver leaching ring sections & traffic bearing top slab to Town of Riverhead Highway Facility located at 1177 Osborn Avenue, Riverhead, New York or Town of Riverhead Buildings & Grounds Facility located at 1295 Pulaski Street, Riverhead, New York

END OF SECTION

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ITEM NO. 28 – BASEBALL SAND MIX

**1. DESCRIPTION** - Under this item, the Contractor shall furnish, deliver and unload at the Town of Riverhead Stozky Park Facility Baseball Sand Mix in the quantities presented in a Town of Riverhead issued Purchase Order.

**2. MATERIALS** - All material acceptable for this item shall consist of a natural or artificial mixture of soils and/or crushed materials well graded from coarse to fine. Gradation of the granular material shall conform to the proportions indicated below:

<u>Sieve</u>	<u>% Passing</u>
1/4"	100
#4	98 - 100
#10	90 - 98
#18	80 - 95
#35	65 - 85
#60	20 – 40
#140	0 – 10%
#200	0-2%

The Contractor shall provide a sieve analysis and the source of material with the bid documents. The material shall not have any foreign material (glass, concrete, asphalt, wood etc.), chemicals or other deleterious matter in the delivered pile.

The Town has the right to reject any delivery of material that does not conform to the material specifications presented herein. Delivery of material must be accompanied by a volume ticket.

**3. METHOD OF MEASUREMENT** - The quantity to be paid for under this item will be the number of cubic yards of material delivered and unloaded at the Town of Riverhead Stozky Park Facility.

**4. BASIS OF PAYMENT** - The unit price bid per cubic yard shall cover the cost of delivering and unloading the specified material to Stozky Park.

END OF SECTION

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ITEM NO. 29 BASEBALL CLAY MIX

**1. DESCRIPTION** - Under this item, the Contractor shall furnish, deliver and unload at the Town of Riverhead Stozky Park Facility Baseball Clay Mix of a natural or artificial mixture of soils. The material for this item must be brought in from outside the contract limits at the expense of the Contractor.

**2. MATERIALS** - All material acceptable for this item shall consist of a natural or artificial mixture of soils. Gradation of the granular material shall conform to the proportions indicated below:

**CLAY MIX**

Sand Portion	70-75%
Silt/Clay Combined	25-30%
Color	Natural Beige/Brown
Moisture Retention	31%
Plastic Limit	13%

**SAND PORTION GRADATION**

<u>Sieve</u>	<u>% Passing</u>
1/4"	100
#4	98 - 100
#10	90 - 98
#18	80 - 95
#35	65 - 85
#60	20 - 40
#140	0 - 10%
#200	0-2%

The Contractor shall provide a sieve analysis and the source of material with the bid documents. The material shall not have any foreign material (glass, concrete, asphalt, wood etc.), chemicals or other deleterious matter in the delivered pile.

The Town has the right to reject any delivery of material that does not conform to the material specifications presented herein. Delivery of material must be accompanied by a volume ticket.

**3. METHOD OF MEASUREMENT** - The quantity to be paid for under this item will be the number of cubic yards of material delivered and unloaded at the Town of Riverhead Stozky Park Facility.

**4. BASIS OF PAYMENT** - The unit price bid per cubic yard shall cover the cost of delivering and unloading the specified material to Stozky Park.

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM NO. 30 UNDERDRAINS

**1. DESCRIPTION** - The Contractor shall furnish, deliver and unload Underdrains at Stotzky Park, Riverhead, New York.

**2. MATERIALS**

- A. Underdrain pipe shall meet the requirements of 706-18 of the New York State Department of Transportation Standard Specifications, May 1, 2008 (NYSDOT standard specifications) for 4", 6" and 8" perforated polyvinyl chloride underdrain pipe.

**3. METHOD OF MEASUREMENT**

**Item 30**—The quantity is the number of linear feet of underdrain pipe delivered and unloaded at Stotzky Park.

**4. BASIS OF PAYMENT**

**Item 30** – The unit price per linear foot of underdrain pipe (30-4", 30-6" and 30-8") bid for this work includes the cost of furnishing all labor, materials and equipment necessary to deliver and unload Underdrains at Stotzky Park.

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM NO. 30-F GRANULAR FILL

**1. DESCRIPTION** - The Contractor shall furnish, deliver and unload Granular Fill at Stotzky Park, Riverhead, New York.

**2. MATERIALS**

A. Granular fill materials shall meet the requirements of 605-2.02 of the NYSDOT standard specifications for Underdrain Filter Type I.

**3. METHOD OF MEASUREMENT**

**Item 30**—The quantity is the number of cubic yards of granular fill delivered and unloaded at Stotzky Park.

**4. BASIS OF PAYMENT**

**Item 30** – The unit price per cubic yard of Granular Fill (30-F) bid for this work includes the cost of furnishing all labor, materials and equipment necessary to deliver and unload Granular Fill at Stotzky Park.

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM NO. 31 COMPOSITE SOIL MIX

**1. DESCRIPTION** - The Contractor shall deliver composite soil mix (for bioretention planting mix) and pea gravel (for bioretention diaphragm) to Stotzky Park, Riverhead, New York.

**2. MATERIALS**

- A. The composite soil shall be a sandy loam, loamy sand, or loam, as defined by the United States Department of Agriculture (USDA), or a loam/sand mix containing a minimum 35 to 60% sand, by volume.
- B. The clay content of the soil shall be less than 25% by volume.
- C. The soils shall fall within the SM or ML classifications of the Unified Soil Classification System (USCS).
- D. A permeability of at least 1.0 foot per day (0.5"/hr) is required for the soil.
- E. The soil shall be free of stones, stumps, roots, or other woody material over 1" in diameter. Brush or seeds from noxious weeds.
- F. In addition, the soil shall meet the following requirements:

Parameter	Value
PH Range	5.2 to 7.00
Organic Matter	1.5 to 4.0%
Magnesium	35 lbs. per acre, minimum
Phosphorus (P2O5)	0 lbs. per acre, minimum
Potassium (K2O)	85 lbs. per acre, minimum
Soluble Salts	500 ppm
Clay	10 to 25%
Silt	30 to 55%
Sand	35 to 60%

- G. Material for pea gravel shall be composed of 1/8"-3/8" clean bank-run gravel meeting the requirements of ASTM D448, No. 6 aggregate.
- H. The Contractor shall provide a sieve analysis and test results certifying compliance with the above requirements. The location of the material sources shall also be provided with the bid documents.

**3. METHOD OF MEASUREMENT**

**Item 31**—The quantity is the number of cubic yards of composite soil mix and pea gravel, delivered and unloaded at Stotzky Park.

**4. BASIS OF PAYMENT**

**Item 31** – The unit price per cubic yard of soil bid for this work shall include the cost of furnishing all labor, materials and equipment necessary to deliver and unload composite soil mix (Item No. 31-S) and pea gravel (Item No. 31-G) to Stotzky Park.

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM NO. 32 TOPSOIL AND SEED

**1. DESCRIPTION** - The Contractor shall furnish, deliver and unload topsoil and seed at Stotzky Park in Riverhead, New York.

**2. MATERIALS**

A. All materials for this item shall meet the requirements of Part II, Section 6a, "Roadside Development Materials" of the County of Suffolk, New York, Public Works Specifications, November 1, 1958, amended March 1977.

B. Topsoil shall be as specified for M47 – Topsoil from Borrow.

C. Fertilizer shall be as specified for M54, type 3.

D. Lime shall be limestone as specified for M52.

E. Seed shall be as required for M58 and as follows:

(A=% Purity; B=Min. % Germination; C= Pounds of Pure Live Seed)

Name	Variety	A	B	C
Red Fescue ( <i>Festuca rubra</i> )	Chewings or Creeping	98	85	50
Tall Fescue ( <i>Festuca elatior</i> <i>Arundinacea</i> )	Alta or Kentucky	97	90	18
Kentucky Bluegrass ( <i>Poa</i> <i>Pratensis</i> )	Commercial	85	75	30
Domestic Perennial Ryegrass ( <i>Lolium perenne</i> ) or Husnot Italian Perennial Ryegrass ( <i>Lolium multiflorum</i> )	Commercial	98	90	20
Alsike Clover ( <i>Trifolium</i> <i>Hybridum</i> )	Commercial Max. 25% hard seed	95	85	4
White Clover ( <i>Trifolium</i> <i>Repens</i> var.)	Ladino Max. 25% hard seed	98	85	3

**3. METHOD OF MEASUREMENT** - Measurement will be made for delivery and unloading at Stotzky Park.

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- A. Topsoil - This work will be measured as the number of cubic yards delivered.
- B. Fertilizer - This work will be measured as the number of tons delivered.
- C. Lime – This work will be measured as the number of tons delivered.
- D. Seed – This work will be measured as the number of pounds delivered.

**4. BASIS OF PAYMENT**

A. General - The unit price bid for all work items shall include the cost of furnishing all labor, equipment, and materials necessary to deliver and unload Topsoil and Seed at Stotzky Park.

B. Payment will be made under:

<b>Item No.</b>	<b>Item</b>	<b>Pay Unit</b>
32-T	Topsoil	Cubic Yard
32-F	Fertilizer	Ton
32-L	Lime	Ton
32-S	Seed	Pound

END OF SECTION

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ITEM NO. 33 – ROAD SAND MIX

**1. DESCRIPTION** - Under this item, the Contractor shall furnish, deliver and unload at the Town of Riverhead Stozky Park Facility Road Sand Mix in the quantities presented in a Town of Riverhead issued Purchase Order.

**2. MATERIALS** - All material acceptable for this item shall consist of a natural or artificial mixture of soils and/or crushed materials well graded from coarse to fine. Gradation of the granular material shall conform to the proportions indicated below:

<u>Sieve</u>	<u>% Passing</u>
1/4"	100
#4	98 - 100
#10	90 - 98
#18	80 - 95
#35	65 - 85
#60	20 - 40
#140	0 - 10
#200	0-2

The Contractor shall provide a sieve analysis and the source of material with the bid documents. The material shall not have any foreign material (glass, concrete, asphalt, wood etc.), chemicals or other deleterious matter in the delivered pile.

The Town has the right to reject any delivery of material that does not conform to the material specifications presented herein. Delivery of material must be accompanied by a volume ticket.

**3. METHOD OF MEASUREMENT** - The quantity to be paid for under this item will be the number of cubic yards of Road Sand Mix delivered and unloaded at Stotzky Park.

**4. BASIS OF PAYMENT** - The unit price bid per cubic yard shall cover the cost of delivering and unloading Road Sand Mix to the above referenced site.

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM NO. 34 PLANTING MIX

**1. DESCRIPTION** - The Contractor shall deliver and unload Planting Mix at Stotzky Park, Riverhead, New York.

**2. MATERIALS**

Planting mix shall meet the following requirements:

<b>Material</b>	<b>Quantity</b>	<b>Ratio</b>
Vermiculite or Perlite	1 Bushel	298
Sphagnum Peat Moss	1 Bushel	298
Commercial, Slow Release Granular Fertilizer (13-0-13 or 15-0-15)	1 Cup	2
Ground Limestone	1-1/4 Cups	2.5
Commercial Granular Fertilizer (18-0-0 or 11-0-0)	½ Cup	1

**3. METHOD OF MEASUREMENT**

**Item 34**—The quantity is the number of cubic yards of Planting Mix, delivered and unloaded at Stotzky Park.

**4. BASIS OF PAYMENT**

**Item 34** – The unit price per cubic yard of Planting Mix bid for this work shall include the cost of furnishing all labor, materials and equipment necessary to deliver and unload Planting Mix at Stotzky Park.

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM 44 ASPHALT PAVEMENT CRACK AND JOINT SEALANT

**1. DESCRIPTION** - The work under this item shall consist of furnishing all labor, equipment and materials for delivering and unloading hot-applied modified asphalt sealant for pavement cracks and joints to the Town of Riverhead Highway Facility, 1177 Osborn Avenue. Delivered quantities shall be as stated on a Town of Riverhead Purchase Order (PO).

**2. MATERIALS** – The asphalt pavement crack and joint sealant shall meet the following requirements:

- Direct fire oil-jacketed
- ASTM D6690 Types I and II, Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- AASHTO M324 (M173) Type I, Standard Practice for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- Federal Specification SS-S-164, Sealer, Hot- Poured Type, for Joints in Concrete

Product shall be Crafcoc Inc. Road Saver 211, Part# 34211 or approved equal.

**3. METHOD OF MEASUREMENT** – The quantity measured under this work shall be the number of pounds of sealant as specified above furnished, delivered and unloaded at the Town Highway Facility, 1177 Osborn Avenue.

**4. BASIS OF PAYMENT** – The unit price bid per pound for this item shall include the cost of all labor and equipment necessary to furnish, deliver and unload the Asphalt Pavement Crack and Joint Sealant at the above-referenced location.

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM NO. 60 ASPHALT CONCRETE TYPE 1, BASE COURSE LOADED INTO  
TOWN OF RIVERHEAD TRUCKS

- 1. DESCRIPTION** – The successful bidder shall supply labor and material to furnish and load Asphalt Concrete Type 1, Base Course into Riverhead Town trucks. Bidder shall be located within 15 miles of the Town of Riverhead Highway Maintenance garage located at 1177 Osborne Avenue, Riverhead, New York. The Contractor shall provide information on the plant at the time of bid submittal. Required information includes the plant location where the Town of Riverhead trucks will pick up the material.
- 2. MATERIALS** – The materials shall conform to section 403-02 of the New York State Department of Transportation (NYSDOT) Standard Specifications.
- 3. METHOD OF MEASUREMENT** - The supplier shall furnish an electronic weight ticket of the amount of Type 1 Base Course in tons placed into the Town trucks.
- 4. METHOD OF PAYMENT** – Payment for this item shall be made by the unit price multiplied by the number of tons provided and loaded into Riverhead Town trucks.

END OF SECTION

TOWN OF RIVERHEAD  
ANNUAL PROCUREMENT CONTRACT

ITEM NO. 62 RUT AVOIDANCE ASPHALT CONCRETE, TYPE 3RA BINDER COURSE, LOADED INTO TOWN OF RIVERHEAD TRUCKS

**1. DESCRIPTION** – The successful bidder shall supply labor and material to furnish and load New York State Department of Transportation (NYSDOT) Standard Specifications Rut Avoidance Asphalt Concrete, Type 3RA Binder Course loaded into Riverhead Town trucks. Bidder shall be located within 15 miles of the Town of Riverhead Highway Facility located at 1177 Osborn Avenue, Riverhead, New York. The supplier shall provide information on the plant at the time of bid submittal. Required information includes the plant location where the Town of Riverhead trucks will pick up the material.

**2. MATERIALS** – The requirements for Item 18403.1333, Rut Avoidance Asphalt Concrete, Type 3RA, as listed in the Standard Specifications of the New York State Department of Transportation, shall be used with the following modifications:

Materials

Aggregates

Wappinger Dolomite as defined by the New York State Department of Transportation shall be excluded from use in Item 52.

Reclaimed Asphalt Pavement (RAP)

Reclaimed Asphalt Pavement (RAP) meeting the following may be utilized in Item 52.

1. The RAP shall be tested by an approved laboratory and certified to be 100% free of Wappinger Dolomite as defined by the New York State Department of Transportation.
2. A maximum of 20% RAP may be used.
3. A separate mix design for the RAP mixture must be submitted to the Town Engineer for approval. The resultant mixture of reclaimed asphalt pavement (RAP), new aggregates and asphalt cement must meet all material and Marshall properties as specified for Item 18403.1333.

In addition, the supplier will supply the Town Engineer with the following information:

4. Gradation and Asphalt content of the RAP.
5. Penetration of recovered asphalt cement.
6. New aggregate blend percentages.
7. RAP/new aggregate blend percentages.

ITEM NO. 62 RUT AVOIDANCE ASPHALT CONCRETE, TYPE 3RA BINDER COURSE, LOADED INTO TOWN OF RIVERHEAD TRUCKS

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8. Combined aggregate gradations.
9. Total asphalt demand.
10. Percent of new asphalt required.
11. Penetration blending chart and grade on new asphalt selected.

As well as summation of the established job mix formula which contains the following:

1. Gradation of the recycled mixture.
2. Percentage of RAP added.
3. Percentage of new aggregate added.
4. Optimum asphalt cement content from graphs.
5. Added asphalt cement content.
6. Grade of added asphalt cement.

Once the job mix formula is established and approved by the Town Engineer, all mixtures furnished for the project shall conform thereto. If any of the materials used to develop the original job mix formula change (RAP source or stockpile, new aggregates, asphalt cement) the supplier will be required to submit a new mix design based upon the properties of the materials presently being used.

**3. METHOD OF MEASUREMENT** – The supplier shall furnish an electronic weight ticket of the amount of Rut Avoidance Asphalt Concrete, Type 3RA Binder Course in tons placed into the Town trucks.

**4. METHOD OF PAYMENT** – Payment for this item shall be made by the unit price multiplied by the number of tons provided and loaded into Riverhead Town trucks.

END OF SECTION

ITEM NO. 62 RUT AVOIDANCE ASPHALT CONCRETE, TYPE 3RA BINDER COURSE, LOADED INTO TOWN OF RIVERHEAD TRUCKS

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ITEM NO. 64 RUT AVOIDANCE ASPHALT CONCRETE, TYPE 6FRA TOP COURSE LOADED INTO TOWN OF RIVERHEAD TRUCKS

**1. DESCRIPTION** – The successful bidder shall supply labor and material to furnish and load New York State Department of Transportation (NYSDOT) Standard Specifications for Rut Avoidance Asphalt Concrete, Type 6FRA Top Course, into Riverhead Town trucks. Bidder shall be located within 15 miles of the Town of Riverhead Highway Facility located at 1177 Osborne Avenue, Riverhead, New York. The supplier shall provide information on the plant at the time of bid submittal. Required information includes the plant location where the Town of Riverhead trucks will pick up the material.

**2. MATERIALS** – The requirements for Item 18403.1733 Rut Avoidance Asphalt Concrete, Type 6FRA Top Course, as listed in the Standard Specifications of the New York State Department of Transportation, shall be used with the following modifications:

Aggregates

Wappinger Dolomite as defined by the New York State Department of Transportation shall be excluded from use in Item 49.

Reclaimed Asphalt Pavement (RAP)

Reclaimed Asphalt Pavement (RAP) meeting the following may be utilized in Item 49:

- a. The RAP shall be tested by an approved laboratory and certified to be 100% free of Wappinger Dolomite as defined by the New York State Department of Transportation.
- b. A maximum of 20% RAP may be used.
- c. A separate mix design for the RAP mixture must be submitted to the Town Engineer for approval. The resultant mixture of reclaimed asphalt pavement (RAP), new aggregates and asphalt cement must meet all material and Marshall properties as specified for Item 18403.1733.

In addition, the supplier will supply the Town Engineer with the following information:

- d. Gradation and Asphalt content of the RAP.
- e. Penetration of recovered asphalt cement.
- f. New aggregate blend percentages.
- g. RAP/new aggregate blend percentages.
- h. Combined aggregate gradations.

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- i. Total asphalt demand.
- j. Percent of new asphalt required.
- k. Penetration blending chart and grade on new asphalt selected.

As well as a summation of the established job mix formula which contains the following:

- a. Gradation of the recycled mixture.
- b. Percentage of RAP added.
- c. Percentage of new aggregate added.
- d. Optimum asphalt cement content from graphs.
- e. Added asphalt cement content.
- f. Grade of added asphalt cement.

Once the job mix formula is established and approved by the Town Engineer, all mixtures furnished for the project shall conform thereto. If any of the materials used to develop the original job mix formula change (RAP source or stockpile, new aggregates, asphalt cement) the supplier will be required to submit a new mix design based upon the properties of the materials presently being used.

**3. METHOD OF MEASUREMENT** – The supplier shall furnish an electronic weight ticket of the amount of Rut Avoidance Asphalt Concrete, Type 6FRA Top Course, in tons placed into the Town trucks.

**4. METHOD OF PAYMENT** – Payment for this item shall be made by the unit price multiplied by the number of tons provided and loaded into Riverhead Town Trucks.

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM NO. 66 COLD MIX BITUMINOUS PAVEMENT LOADED INTO TOWN OF RIVERHEAD TRUCKS

**1. DESCRIPTION** – The successful bidder shall supply labor and material to furnish and load Cold Mix Bituminous Pavement into Riverhead Town trucks. Bidder shall be located within 15 miles of the Town of Riverhead Highway Maintenance garage located at 1177 Osborne Avenue, Riverhead, New York. The Contractor shall provide information on the plant at the time of bid submittal. Required information includes the plant location where the Town of Riverhead Trucks will pick up the material.

**2. MATERIALS** – The materials shall meet the requirements of 405-2, Type 1 Cold Bituminous Mixture in the New York State Department of Transportation Standard Specifications.

- A. The bituminous material shall be one of the following:
  - a. UPM by Unique Paving Materials Corp.
  - b. S-K Mod by Suit-Kote Corp.
  - c. Duro-Patch 115 by Gorman Brothers
  - d. MAC-V by Midland Asphalt Corporation
  - e. BOND-X or PERFORMIX by Seaboard Asphalt Products, Inc.
  - f. Sylcrete EV by Sylcrete Corporation
  - g. Approved equal.

**3. METHOD OF MEASUREMENT** – The supplier shall furnish an electronic weight ticket of the quantity in tons amount of Cold Mix Bituminous Pavement placed into the Town trucks.

**4. METHOD OF PAYMENT** – Payment for this item shall be made by the unit price multiplied by the number of tons provided and loaded into Riverhead Town Trucks.

END OF SECTION

ITEM NO. 66 COLD MIX BITUMINOUS PAVEMENT LOADED INTO TOWN OF RIVERHEAD TRUCKS

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ITEM NO. 68 RUT AVOIDANCE ASPHALT CONCRETE, TYPE 7FRA TOP COURSE, LOADED INTO TOWN OF RIVERHEAD TRUCKS

**1. DESCRIPTION** – The successful bidder will supply labor and material to furnish and load New York State Department of Transportation (NYSDOT) Standard Specifications for Rut Avoidance Asphalt Concrete, Type 7FRA Top Course, into Riverhead Town trucks. The Bidder’s plant shall be located within 15 miles of the Town of Riverhead Highway Facility located at 1177 Osborne Avenue, Riverhead, New York. The Contractor shall provide information on the plant at the time of bid submittal. Required information includes the plant location where the Town of Riverhead trucks will pick up material.

**2. MATERIALS** – The requirements for Item 18403.1933, Rut Avoidance Asphalt Concrete, Type 7FRA Top Course, as listed in the Standard Specifications of the New York State Department of Transportation, shall be used with the following modifications:

Materials

Aggregates

Wappinger Dolomite as defined by the New York State Department of Transportation shall be excluded from use in Item 50.

Reclaimed Asphalt Pavement (RAP)

Reclaimed Asphalt Pavement (RAP) meeting the following may be utilized in Item 50:

- a. The RAP shall be tested by an approved laboratory and certified to be 100% free of Wappinger Dolomite as defined by the New York State Department of Transportation.
- b. A maximum of 20% RAP may be used.
- c. A separate mix design for the RAP mixture must be submitted to the Town Engineer for approval. The resultant mixture of reclaimed asphalt pavement (RAP), new aggregates and asphalt cement must meet all material and Marshall Properties as specified for Item 18403.1933.

In addition, the Contractor will supply the Town Engineer with the following information:

- d. Gradation and Asphalt content of the RAP.
- e. Penetration of recovered asphalt cement.
- f. New aggregate blend percentages.
- g. RAP/new aggregate blend percentages.

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- h. Combined aggregate gradations.
- i. Total asphalt demand.
- j. Percent of new asphalt required.
- k. Penetration blending chart and grade on new asphalt selected.

As well as a summation of the established job mix formula which contains the following:

- l. Gradation of the recycled mixture.
- m. Percentage of RAP added.
- n. Percentage of new aggregate added.
- o. Optimum asphalt cement content from graphs.
- p. Added asphalt cement content.
- q. Grade of added asphalt cement.

Once the job mix formula is established and approved by the Town Engineer, all mixtures furnished for the project shall conform thereto. If any of the materials used to develop the original job mix formula change (RAP source or stockpile, new aggregates, asphalt cement) the Contractor will be required to submit a new mix design based upon the properties of the materials presently being used.

**3. METHOD OF MEASUREMENT** – The supplier shall furnish an electronic weight ticket of the amount of Rut Avoidance Asphalt Concrete, Type 7FRA Top Course, in tons placed into the Town trucks.

**4. BASIS OF PAYMENT** – The unit price bid per ton for this item shall include the cost of providing and loading asphalt into Town trucks.

END OF SECTION

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ITEM NO. 70 ASPHALT PRICE ADJUSTMENT

1. **DESCRIPTION:** This item will provide for additional compensation to, or repayment by, the Contractor for increases or decreases in the price of asphalt throughout the life of the Contract. This adjustment will be computed within the prescribed conditions and in conformance with written procedures of the Town.

A. **ELIGIBLE ITEMS.** Price adjustments will be determined for eligible items listed elsewhere in this proposal. No adjustment will be provided for any new items incorporated into the work by orders-on-contract or those items paid for under force account or agreed unit prices. In addition, work ordered by the Town Engineer and performed by the Contractor at his own expense will not be eligible for asphalt price adjustment.

B. **METHOD OF COMPUTATION**

1. **ASPHALT PRICE ADJUSTMENT**

a. The quantity of asphalt (tons) considered for adjustment will be determined by multiplying the quantity of eligible items placed by their conversion factor as listed in the table below.

b. Asphalt price adjustment will be based on the following formulas:

- **When the price increases:**

Asphalt adjustment = ((quantity of asphalt) X (conversion factor)) X ((average posted price)-(asphalt price index price + \$10.00))

- **When the price decreases:**

Asphalt adjustment = ((quantity of asphalt) X (conversion factor)) X ((average posted price)-(asphalt index price - \$10.00))

Where the:

*Asphalt Index Price.* A fixed price per ton of asphalt. This price is used solely as a base from which to compute asphalt price adjustments. Its dollar amount is specified in the asphalt price adjustment note, as listed in the table below.

*Average Posted Price.* The average FOB terminal price for Performance Graded Binder Type 64-22 or approved equal,

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without anti-stripping agent, will be determined by the Town monthly, based on prices of the New York State Department of Transportation (NYSDOT) approved primary sources of performance graded binder

The asphalt price adjustment will be based solely on the price changes for asphalt as determined by the above formulas. No consideration will be given to the situation where an individual supplier's price exceeds the Average Posted Price, nor shall any adjustment be made unless the Average Posted Price is either \$10.00 greater than or less than the Asphalt Index Price.

2. **METHOD OF MEASUREMENT:** The necessary (NEC) lump sum shown in the proposal for this item shall be considered the price bid, although actual payment will be based on the work performed. The NEC lump sum is not to be altered in any manner by the bidder.
3. **BASIS OF PAYMENT:** The actual asphalt price adjustment will be made every thirty (30) days and will be based on the methods of computation previously described in this specification. No adjustments, either positive or negative, will be made until payment of the final estimate.

The adjustment will be based on the quantity of eligible items placed and the Average Posted Price in effect for that thirty (30) day period. The index price which shall apply to the contract shall be \$514.00/ton as posted on the NYSDOT web site (<https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments>) for NYSDOT Average Posted Prices for Asphalt (Performance Graded Binder), February 2019.

**ASPHALT PRICE ADJUSTMENT**

**ITEMS ELIGIBLE FOR ASPHALT PRICE ADJUSTMENT**

Item No.	Description	Conversion Factor <sup>1</sup>
505	Rut Avoidance Asphalt Concrete Type 6FRA Top Course	0.062 (0.059)
506	Rut Avoidance Asphalt Concrete, Type 7FRA	0.0685 (0.060)
515	Rut Avoidance Asphalt Concrete, Type 3RA Binder Course	0.055 (0.036)

Note 1: **“Conversion Factor”** for computation of the quantity of asphalt cement considered for adjustment shall be the target asphalt cement content as established in the approved design mix submitted by the Contractor and approved by the Engineer. The Conversion Factors displayed in the Table (above) shall be the maximum allowed. “Conversion Factors” in parenthesis are for use with “reclaimed Asphalt Pavement (RAP).”

END OF SECTION

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ITEM NO 72 SAND ASPHALT BASE COURSE LOADED INTO TOWN OF RIVERHEAD TRUCKS

**1. DESCRIPTION** – The successful bidder shall supply labor and materials to furnish and load sand asphalt base course material into Riverhead Town Trucks. The plant where the Town of Riverhead shall pick up this item shall be located within 15 miles of the Town of Riverhead Highway Maintenance Garage located at 1177 Osborne Avenue, Riverhead, New York. The Contractor shall provide information on the plant at the time of bid submittal. Required information includes the plant location where the Town of Riverhead trucks will pick up the material.

**2. MATERIALS** – The aggregates to be used shall be a local bank run gravel and limestone filler or a combination of sand, stone and limestone filler. All aggregate except the limestone filler shall be passed through a dryer and the properly graded aggregates shall be introduced into the pugmill at a temperature specified by the Town Engineer or his representative between the limits of 275 degrees F and 350 degrees F.

A. Asphalt Cement: The asphalt used in the mix shall be a paving grade asphalt meeting the requirements of Item 64 and shall be introduced into the pugmill at a temperature specified by the Town Engineer or his representative between the limits of 275 degrees F and 350 degrees F.

B. Proportioning: All materials used in the mix including the bituminous material shall be proportional as specified under table “Composition of Mixture” of this specification.

COMPOSITION OF MIXTURE

Passing 2” screen	100%
Passing ½” screen	76-95%
Passing 1/8” screen	67-87%
Passing #40 sieve	2-10%
Asphalt Cement	5-9.5%

The submission of a job mix formula as required in the general specification will not be required for this item. The plan formula and the proportion of the mixture will be specified by the Town Engineer or his representative within the limits stated in the table “Composition of Mixture”. Material passing the 200 mesh sieve will be considered as filler and will be deducted from the amount of pulverized limestone needed to meet the requirements of the #200 mesh sieve.

**5. METHOD OF MEASUREMENT** – The quantity to be paid for under this item will be the number of tons of material loaded into Town of Riverhead trucks.

**6. BASIS OF PAYMENT** – The unit price bid per ton for this item shall include the cost of furnishing materials, labor and equipment necessary to provide and load sand asphalt base course into Riverhead Town trucks.

END OF SECTION

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ITEM NO. 152 – CERTIFIED WOOD FIBER SAFETY SURFACE

**1. DESCRIPTION** - The Contractor shall deliver and unload certified wood fiber safety surface at Stotzky Park in the Town of Riverhead. Contractor must provide an engineered wood fiber (GT Impax or approved equal) consisting of soft woods and/or hardwoods. The wood fibers shall be randomly sized with the majority not exceeding 1.5” in length and containing 10% to 20% fines to aid in compaction. Products must prove to be non-toxic. It may not contain any recycled wood products or any wood containing paint, chemicals or additives. Bidder must provide toxicity data.

Product to have minimal bark and to be free of twigs, leaf debris and other organic material, and to be certified as non-flammable (test data must be available upon request).

**2. QUALITY ASSURANCE** - Manufacturer must provide proof of IPEMA certification. “In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer’s certification of conformance to ASTM F1292-99. A list of current validated products, their thickness and critical heights may be viewed at [www.ipema.org](http://www.ipema.org).”

Manufacturer must be in compliance and provide testing data for the following standards as set forth by the American Society for Testing and Materials (ASTM) for surface systems under and around playground equipment.

ASTM F1951-99 (previously ASTM PS 83-97) Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

ASTM F2075-01 Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

When installed to a compacted depth of eight inches, GT Impax engineered wood fiber (or approved equal) will, when tested according to ASTM F1292-99, have a critical height (i.e. G-max less than 200, HIC less than 1,000) of 8 ft. minimum. Twelve inches of GT Impax engineered wood fiber, when tested according to ASTM F1292-99, will have a critical height of 12-ft. minimum.

When tested according to ASTM C186-76A, a maximum of 20 percent of GT Impax engineered wood fiber may pass a No. 16 sieve.

**3. SUBMITTALS** - Submittal packages shall include but not be limited to: (1) product samples, (2) supplier’s written warranty, and (3) independent laboratory results for tests required in Quality Assurance.

**4. MATERIALS** - GT Impax engineered wood fiber (or approved equal) is a wood product manufactured from virgin hardwood or softwood. It is comprised of wood fibers of up to 1.5in in length and contains up to 10-20 percent fines to aid in compaction.

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**5. METHOD OF MEASUREMENT**

**Item 152**– The quantity is the number of cubic yards of material, delivered and unloaded at Stotzky Park in the Town of Riverhead.

**6. BASIS OF PAYMENT**

**Item 152** – The unit price per cubic yards bid for this work includes the cost of furnishing all labor, materials and equipment necessary to deliver and unload certified wood fiber safety surface at the Town of Riverhead Stotzky Park.

END OF SECTION

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ITEM NO. 160 LANDSCAPING WOOD MULCH

**1. DESCRIPTION**

The Contractor shall deliver and unload Landscaping Wood Mulch at Stotzky Park in the Town of Riverhead. The mix shall be a mixture of acceptable types of tree species.

**2. MATERIALS**

Mulch shall not include Black Walnut tree species.

**Mulch Size Distribution**

	<u>Low-Grade</u>	<u>High-Grade</u>
• Length:	1-2"	max. 1"
• Overs:	(>2"), max. 25%	(>1"), max.5%
• Thickness:	Not critical	Not critical
• Width	Not critical	Not critical
• Deleterious Mtl	5%	1%
• Fines (higher than #200 sieve)	15%	20%

**3. METHOD OF MEASUREMENT**

**Item 160**– The quantity is the number of cubic yards of landscaping wood mulch, delivered and unloaded at Stotzky Park in the Town of Riverhead. .

**4. BASIS OF PAYMENT**

**Item 160** – The unit price per cubic yard bid for this work includes the cost of furnishing all labor, materials and equipment necessary to deliver and unload high grade and low grade landscaping wood mulch, Item No. 160-H and Item No. 160-L, respectively, at the Town of Riverhead Stotzky Park.

END OF SECTION

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ITEM NO. 170 BLUE STONE

**1. DESCRIPTION** - The Contractor shall deliver and unload Blue Stone at Stotzky Park in the Town of Riverhead. The Town shall provide the Contractor with a Purchase Order for the type and quantity of Blue Stone to be delivered.

**2. MATERIALS** - Blue Stone Aggregate to be specified by size:

1. 3/8" Blue Stone: Conforming to ASTM D 448 gradation as shown in Table 1 below.
2. 3/4" Blue Stone: Conforming to ASTM D 448 gradation as shown in Table 2 below.
3. Blue Stone Screenings: Conforming to the gradation as shown in Table 3 below.

Table 1  
ASTM No. 8 Grading Requirements - 3/8" Blue Stone

Sieve Size	Percent Passing
12.5 mm (1/2 in.)	100
9.5 mm (3/8 in.)	85 to 100
4.75 mm (No. 4)	10 to 30
2.36 mm (No. 8)	0 to 10
1.16 mm (No. 16)	0 to 5

Table 2  
ASTM No. 57 Grading Requirements - 3/4" Blue Stone

Sieve Size	Percent Passing
37.5 mm (1 1/2 in.)	100
25 mm (1 in.)	95 to 100
12.5 mm (1/2 in.)	25 to 60
4.75 mm (No. 4)	0 to 10
2.36 mm (No. 8)	0 to 5

Table 3  
Grading Requirements - Blue Stone Screenings

Sieve Size	Percent Passing
12.5 mm (1/2 in.)	100
6.35 mm (1/4 in.)	90 to 100
0.300 mm (No. 200)	0 to 1

**3. METHOD OF MEASUREMENT**

**Item 170**– The quantity is the number of cubic yards of material, delivered and unloaded at Stotzky Park in the Town of Riverhead.

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**4. BASIS OF PAYMENT**

**Item 170** – The unit price per cubic yard bid for this work includes the cost of furnishing all labor, materials and equipment necessary to deliver and unload Blue Stone at the Town of Riverhead Stotzky Park.

*Payment will be made under:*

<b>Item No.</b>	<b>Item</b>	<b>Pay Unit</b>
170-3/8"	Blue Stone - 3/8"	Cubic Yard
170-3/4"	Blue Stone - 3/4"	Cubic Yard
170-S	Blue Stone Screenings	Cubic Yard

END OF SECTION

TOWN OF RIVERHEAD  
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ITEM NO. 172 TRAP ROCK

**1. DESCRIPTION** - The Contractor shall deliver and unload Trap Rock at Stotzky Park or the Highway Facility in the Town of Riverhead, NY where specified by the Town Engineer. The Town shall provide the Contractor with a Purchase Order for the type and quantity of Trap Rock to be delivered.

**2. MATERIALS** - Trap rock shall conform to New York State Department of Transportation Standard Specification for materials from Table 703-4, Size Designation 4.

**3. METHOD OF MEASUREMENT**

**Item 172**– The quantity is the number of cubic yards of material, delivered and unloaded at Stotzky Park or the Highway Facility in the Town of Riverhead.

**4. BASIS OF PAYMENT**

**Item 172** – The unit price per cubic yards bid for this work includes the cost of furnishing all labor, materials and equipment necessary to deliver and unload Trap Rock materials at Stotzky Park or the Highway Facility.

END OF SECTION

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ITEM NO. 184        NON-WOVEN GEOTEXTILE

**1. DESCRIPTION** - This work includes providing all labor, materials, tools, and equipment necessary for delivering and unloading rolled Non-Woven Geotextiles to either 1295 Pulaski Street, Riverhead, New York 11901 or to 1177 Osborne Avenue, Riverhead, New York 11901 as directed by the Town Engineer. The Contractor geotextiles shall be comprised of polypropylene staple fibers, Mirafi 160N or approved equal.

**2. MATERIALS** - Mirafi 160N (or approved equal) is a nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. Geotextile shall be inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.

**3. METHOD OF MEASUREMENT**

**Item 184**— The quantity is the number of square yards of material, delivered and unloaded at either 1295 Pulaski Street, Riverhead or 1177 Osborne Avenue, Riverhead, New York 11901.

**4. BASIS OF PAYMENT**

**Item 184** – The unit price per square yards bid for this work includes the cost of furnishing all labor, materials and equipment necessary to deliver and unload Non-Woven Geotextile materials to the Town of Riverhead.

END OF SECTION

VENDOR NAME \_\_\_\_\_

**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 \_\_\_\_\_, 2018

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

VENDOR NAME \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

SIGNATURE OF AGENT/DEALER: \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

### 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/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 subbidder/contractor that is identified on the prohibited entities list.

Additionally, Bidder/Bidder/contractor is advised that once the list is posted on the OGS website, any Bidder/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 Bidder/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: \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

**STATE FINANCE LAW § 139-L CERTIFICATION**

New York State implemented a sexual harassment policy effective January 1, 2019. New York State law requires that by the submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. I state that such policy meets the requirements of Section 201-G of the Labor Law.

Signature of Bidder/Contractor: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_