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CONTRACT AND SPECIFICATIONS

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



**CONTRACT C – CONTROL MAINTENANCE
AND EMERGENCY SERVICES**

Project No: RDWD 14-05

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RIVERHEAD WATER DISTRICT
 CONTRACT AND SPECIFICATIONS
 CONTRACT C - CONTROL MAINTENANCE AND EMERGENCY SERVICES

H2M PROJECT NO.: RDWD 14-05

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The Town Board of Riverhead will receive bids for MAINTENANCE AND EMERGENCY SERVICES CONTRACTS for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, by 11:00 AM on Tuesday, December 9, 2014, at which time and place all bids will be publicly opened and read aloud for:

CONTRACT C – CONTROL MAINTENANCE AND EMERGENCY SERVICES

CONTRACT E – ELECTRICAL MAINTENANCE AND EMERGENCY SERVICES

CONTRACT D – DISTRIBUTION SYSTEM MAINTENANCE, INSTALLATION
AND EMERGENCY SERVICES

Specifications may be examined and obtained on or after November 26, 2014 by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on "Bid Requests".

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

DIANE WILHELM, TOWN CLERK

DATED: NOVEMBER 26, 2014

BIDS FOR PROJECT

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

CONTRACT C – CONTROL MAINTENANCE AND EMERGENCY SERVICES
CONTRACT E – ELECTRICAL EQUIPMENT MAINTENANCE AND EMERGENCY SERVICES
CONTRACT D – DISTRIBUTION SYSTEM MAINTENANCE, INSTALLATION AND EMERGENCY SERVICES

TIME AND PLACE OF BID

Bids are to be submitted in sealed opaque envelopes, and will be received by the Town of Riverhead, at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, not later than 11:00 AM on Tuesday, December 9, 2014 at which time and place the bids will be publicly opened and read aloud. Use of the mails shall be at the Bidder's own risk. The Bidder shall be responsible for physical delivery of the bid at the time and place set for delivery of bids.

BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked,

PROJECT NO.: RDWD 14-05
CONTRACT C – CONTROL MAINTENANCE AND EMERGENCY SERVICES or
CONTRACT E – ELECTRICAL EQUIPMENT MAINTENANCE AND EMERGENCY SERVICES or
CONTRACT D – DISTRIBUTION SYSTEM MAINTENANCE, INSTALLATION AND EMERGENCY
SERVICES

FOR THE RIVERHEAD WATER DISTRICT, TOWN OF RIVERHEAD,
SUFFOLK COUNTY, NEW YORK",

but otherwise unmarked. Bid package shall include Proposal sheets (P-A, P-B, P-C, and P-D), Qualifications of Bidder sheets (QB), Approval of Subcontractor sheets (ASSL), Iranian Investment Activities Certification, and the New York State Uniform Contracting Questionnaire.

PLANS AND SPECIFICATIONS

Specifications may be examined and obtained on or after November 26, 2014 by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on "Bid Requests".

All contractors must leave their names, phone numbers and correct mailing addresses upon receipt of the Specifications.

VERBAL ANSWERS

The Town Board, its agents, servants or employees, or the Engineer, will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the contract drawings or Specifications given prior to the awarding of the contract.

EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of a proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the depth or character of excavation to be made or the nature of the work to be done.

Electrical work will be performed at the Riverhead Water District well plant, water storage tank and booster plant sites. Bidders shall be generally familiar with conditions that may be encountered.

PROPOSAL

The Proposal contained herein shall be used in making out bids. Any proposal not in accordance with these instructions or containing bids not asked for may be rejected. While separate prices are required for various items under this contract, it is understood that the contract will be awarded as a whole.

As the estimates of quantities of items stated in the Proposal are approximate only, bidders are required to submit their proposal upon and in the following express conditions, which shall apply and become part of every proposal received.

Bids will be compared by total amounts, said total amount being the sum of the products of the quantities multiplied by the unit price bid for the various items, with due consideration being given to the lump sum prices bid for any contingent or optional items. Unbalanced bids will not be accepted.

Each bidder shall fill out in ink, in both words and figures, in the spaces provided, its unit or lump sum bid, as the case may be, for each item in said Proposal for which it is submitting a bid. If there is any discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices.

A bid may not be considered valid which does not include bids for all items in the Proposal.

If the contract is not awarded by the Town Board within ninety (90) days after the receipt of bids, the obligation of the bidder under this Proposal may terminate at its option and it shall thereupon be entitled to a refund of its certified check or release of its bid bond furnished by it as security with its proposal.

BID BOND OR CERTIFIED CHECK

Each proposal from a Contractor shall be accompanied by a bid bond or certified check on a solvent bank of the STATE OF NEW YORK, in the amount of five percent (5%) of the total bid. Such check shall be made payable to TOWN OF RIVERHEAD, RIVERHEAD, NEW YORK, and the amount thereof shall be the measure of liquidated damages which the Town may sustain by failure, neglect or refusal of the bidder to execute and deliver the contract, should the contract be awarded to it. The checks of all unsuccessful bidders will be returned upon the rejection of bids and the awarding of the contract; also, the check of the successful bidder will be returned upon the execution of the contract and the furnishing of the required bond.

NAME OF BIDDER

Each bidder must state, in its proposal, its full name and business address, and the full name of every person, firm or corporation, interested in same, and the address of every person or firm, or president and secretary of every corporation, interested with it.

QUALIFICATIONS OF BIDDERS

(1) The Town Board reserves the right to waive any informalities in, or reject any and all bids. The Board reserves the right to reject any and all bids which do not conform to the Proposal.

(2) All bidders must prove to the satisfaction of the Town Board that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work.

(3) In determining the qualifications of a bidder, the Town Board will consider its record in the performance of any contracts entered into by it for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Town Board may request.

(4) The Town Board shall be the sole judge of the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, materialmen or employees is not satisfactory to the Town Board, or if the evidence submitted by, or the investigation of, such bidders fails to satisfy the Town Board that it is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

MAINTENANCE BOND

The Contractor shall furnish a one (1) year Maintenance Bond in an amount equal to one hundred (100%) percent of the total yearly final contract price as security for its faithful performance of this contract, for the payment of all persons performing labor or furnishing materials in connection with this contract. Such bonds shall also cover any penalties, interest charges and assessments levied by any governmental unit for failure to comply with laws and/or regulations governing public work. The Maintenance Bond shall be an assurance that all work and materials provided under this contract shall be maintained for a minimum period of one (1) year after the end of each year of the contract. The Maintenance Bond shall be furnished following each final annual completion, and annual final payment under the contract. The Contractor shall be required to furnish all guarantees and warranties of manufacturers of products in connection with this contract, but no manufacturer's limitation of time shall act to limit the responsibility of the contractor or its surety hereunder.

The surety must be licensed in the State of New York and have a BEST A rating, or the surety shall present information satisfactory to the TOWN/DISTRICT to permit the TOWN/DISTRICT to accept the bond.

At the time of submission of bonds or at any time thereafter, the TOWN/DISTRICT may evaluate the surety or sureties proposed, and demand a change of surety if it determines that the financial position of such surety does not provide for a proper protection of the interests of the TOWN/DISTRICT. The TOWN/DISTRICT shall be guided by its legal counsel, and insurance industry consultants in determining

proper sureties for TOWN/DISTRICT public works contracts. If the TOWN/DISTRICT notifies the contractor in writing that a surety is unacceptable for any reason, then the contractor shall replace the surety and the bond in question within five (5) business days with a surety and bond deemed suitable by the said TOWN/DISTRICT. The premiums charged for all such bonds shall be a cost of the contractor and not the TOWN/DISTRICT. Upon notice to change surety being forwarded to a contractor, no further payments shall be made until a new bond in proper form naming an acceptable surety is provided.

SIGNATURE OF CONTRACTOR

The bidder to whom a contract may be awarded shall attend at the office of the Town Board, with the sureties offered by it, within seven (7) days, Saturdays and Sundays excepted, after date of notification of the acceptance of its proposal, and there sign the contract in quadripartite for the work and furnish approved security for its performance.

In case of failure to do so, the bidder shall be considered as having abandoned the same, and the check accompanying its proposal shall be forfeited to the Town Board, or the penalty of the bid bond shall be invoked.

CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until it has obtained and had approved by the Town all of the insurance specified and required by the Contract.

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the Town Board.

RESPONSIBILITY OF BIDDER

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after date of the Engineer's approval of the final payment request.

LABOR RATES

The Contractor shall pay not less than the minimum hourly wage rates on this contract as established in accordance with Section 220 of the Labor Law, as shown on the Wage Schedule and Prevailing Rate Schedule, either shown on the following pages or the current prevailing rates paid at the time of construction.

COMPLETION OF WORK

Work is required to be completed to the satisfaction of the Engineer, and in substantial accordance with the Specifications hereunto annexed and the Plans therein referred to and the Change Orders amended to the Contract.

RESPONSIBILITY OF CONTRACTOR

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after its completion and acceptance. Any progress payments made by the Town during the completion of this contract by the Contractor shall not be a waiver of the foregoing provision.

TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

TOWN OF RIVERHEAD / RIVERHEAD WATER DISTRICT

SUFFOLK COUNTY

NEW YORK

The Town/District may make such investigation as the Town/District deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work. Bidders shall furnish to the Town/District all information and data required by the Town/District, including complete financial data, within the time and in the form and manner required by the Town/District. The Town/District reserves the right to reject any bid if the evidence required by the Town/District is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Town/District that the Bidder is responsible, or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated. At the discretion of the Town/District, any bidder may be required to complete and submit the enclosed New York State Uniform Contracting Questionnaire to assist in determining the bidder’s qualifications.

The following is a list showing the name of the Owner, Location, Date of Construction, General Description of Work, Amount of the Contract and Contract Period for projects of similar nature in size, construction method and construction procedure, which have been completed by the undersigned as the prime contractor, and which have been in operation for a period of not less than one year (minimum of five such projects).

Project No.1

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

Project No.2

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

Project No.3

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

Project No.4

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

Project No.5

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

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

Subcontractor Name: _____

Type of Work: _____

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

Subcontractor Name: _____

Type of Work: _____

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

Subcontractor Name: _____

Type of Work: _____

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

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

Subcontractor Name: _____

Type of Work: _____

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

The Riverhead Water Town/District reserves the right to reject any and all bids which do not include a completed qualifications section and/or do not meet the necessary qualifications criteria, for both prime contractor and subcontractors, as described within this qualifications section, for construction work to be performed and completed as required by the contract documents.

BIDDER

FIRM NAME: _____

ADDRESS: _____

PREPARED BY: _____

SIGNED BY: _____

TITLE: _____

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each “Yes” answer in Sections IV, V, VI, VII, VIII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant’s Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked “CONFIDENTIAL” to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU
50 WOLF ROAD, 1st FLOOR, SUITE 1CM
ALBANY, NY 12232
(518) 457-1564

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name*</u>			<u>EIN</u>	
Complete Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			E-mail	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity</u> Type -		
a)	<u>Corporation</u> (including <u>P.C.</u>)	Date of Incorporation
b)	<u>Limited Liability Company</u> (LLC or PLLC)	Date Organized
c)	<u>Limited Liability Partnership</u>	Date of Registration
d)	<u>Limited Partnership</u>	Date Established
e)	<u>General Partnership</u>	Date Established County (if formed in NYS)
f)	<u>Sole Proprietor</u>	How many years in business?
g)	Other	Date Established
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?		Yes No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed: United States State Other Country		

*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at: <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

Note: These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" as it existed at the time of certifications.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ? <i>Note: Select "Not Required" if the <u>Business Entity</u> is a <u>Sole Proprietor</u> or <u>General Partnership</u></i>			Yes No Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			Yes No
1.4 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			Yes No N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			Yes No
If "Yes," check all that apply: New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <u>New York State Small Business</u> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. <i>(Attach additional pages if necessary.)</i>			
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>	Employment Status with the Firm
			Current Former
II. AFFILIATE and JOINT VENTURE RELATIONSHIPS			
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?			Yes No
Firm/Company Name	Firm/Company EIN <i>(If Available)</i>	Firm/Company's Primary Business Activity	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate ?		Yes No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the Business Entity have any construction -related affiliates not identified in the response to 2.0 above?		Yes No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm?		Yes No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the Business Entity participated in any construction Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary.</i>		Yes No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

III. CONTRACT HISTORY
3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc . If less than ten, include most recent subcontracts on projects up to that number.
3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc .

IV. INTEGRITY – CONTRACT BIDDING		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	Yes	No
4.1 Been subject to a denial or revocation of a government prequalification?	Yes	No
4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	Yes	No
4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	Yes	No
4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	Yes	No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

IV. INTEGRITY – CONTRACT BIDDING		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	Yes	No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

V. INTEGRITY – CONTRACT AWARD		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	Yes	No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ?	Yes	No
5.2 Had its surety called upon to complete any contract whether government or private sector?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity/owners</u> involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

VI. CERTIFICATIONS/LICENSES		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	Yes	No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a <u>federal</u> certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

VII. LEGAL PROCEEDINGS		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	Yes	No
7.1 Been the subject of: (i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	Yes	No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	Yes	No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

VII. LEGAL PROCEEDINGS		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	Yes	No
7.4 Had a New York State Labor Law violation deemed willful?	Yes	No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	Yes	No
7.6 Other than previously disclosed, been the subject of any <u>citations, notices, violation orders</u> , pending administrative hearings or proceedings or determinations of a violation of:		
▪ <u>Federal</u> , state or local health laws, rules or regulations;	Yes	No
▪ <u>Federal</u> , state or local environmental laws, rules or regulations;	Yes	No
▪ Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;	Yes	No
▪ Any labor law or regulation, which was deemed willful;	Yes	No
▪ Employee Retirement Income Security Act (ERISA);	Yes	No
▪ <u>Federal</u> , state or local human rights laws;	Yes	No
▪ <u>Federal</u> , state or local security laws?	Yes	No
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

VIII. LEADERSHIP INTEGRITY		
If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.		
Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:		
8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	Yes N/A	No
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	Yes N/A	No
8.2 Misdemeanor or felony charge, indictment or conviction for:		
(i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or	Yes N/A	No
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	Yes N/A	No
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	Yes N/A	No
<i>For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		Yes No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		Yes No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?		Yes No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		Yes No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls		
X. FREEDOM OF INFORMATION LAW (FOIL)		
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>		Yes No
<i>Indicate the question number(s) and explain the basis for the claim.</i>		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.								
1.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
2.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
3.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
4.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.							
5.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	
6.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	
7.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	
8.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.							
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to Others	Uncompleted Amount	
Grand Total All Uncompleted Contracts							

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

**EIN:
As of Date:**

ASSETS

Current Assets

1.	<u>Cash</u>		\$	
2.	<u>Accounts receivable – less allowance for doubtful accounts</u>	\$		
	Retainers included in accounts receivable			
	Claims included in accounts receivable not yet approved or in litigation			
	Total accounts receivable		\$	
3.	<u>Notes receivable – due within one year</u>		\$	
4.	<u>Inventory – materials</u>		\$	
5.	<u>Contract costs in excess of billings on uncompleted contracts</u>		\$	
6.	<u>Accrued income receivable</u>			
	Interest			
	Other (list)			
	Total accrued income receivable		\$	
7.	<u>Deposits</u>			
	Bid and plan			
	Other (list)			
	Total deposits		\$	
8.	<u>Prepaid expenses</u>			
	Income Taxes			
	Insurance			
	Other (List)			
	Total prepaid expenses		\$	
9.	<u>Other current assets</u>			
	(List)			
	Total other current assets		\$	
10.	<u>Total current assets</u>			\$

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

EIN:

11.	<u>Investments</u>			
	Listed securities present market value	\$		
	Unlisted securities present value			
	Total investments		\$	
12.	<u>Fixed Assets</u>			
	Land			
	Building and improvements			
	Leasehold improvements			
	Machinery and equipment			
	Automotive equipment			
	Office furniture and fixtures			
	Other (list)			
	Total		\$	
	Less: accumulated depreciation		\$	
	Total fixed assets net			\$
13.	<u>Other Assets</u>			
	Loans receivable	officers		
		employees		
		shareholders		
	Cash surrender value of officers' life insurance			
	Organization expense – net of amortization			
	Notes receivable – due after one year			
	Other (list)			
	Total Other Assets		\$	
14.	<u>TOTAL ASSETS</u>		\$	\$

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

EIN:

LIABILITIES

Current Liabilities

15.	Accounts payable		\$
16.	Loans from shareholders – due within one year		
17.	Notes payable – due within one year		
18.	Mortgage payable – due within one year		
19.	Other payables – due within one year (List)	\$	
	Total other payables – due within one year		
20.	Billings in excess of costs and estimated earnings		
21.	Accrued expenses payable	Salaries and wages Employees' benefits Insurance Other	
	Total accrued expenses payable		
22.	Dividends payable		
23.	Income taxes payable	State Federal Other	
	Total income taxes payable		
24.	Total Current Liabilities		\$
25.	Deferred Income Taxes Payable	State Federal Other	
	Total deferred income taxes		\$

IRANIAN INVESTMENT ACTIVITIES CERTIFICATION

(To be completed by the Bidder and submitted with the bid)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Dated: _____ 2014

(Name of corporation or partnership)

(Individual)

(Officer stating title) (Partner)

TOWN OF RIVERHEAD / RIVERHEAD WATER DISTRICT

SUFFOLK COUNTY

NEW YORK

Bidders shall include in the Qualifications (QB) portion of this contract, the names of the Subcontractors that the Bidder proposes to use on the project. The Town/District reserves the right to disapprove the use of any proposed subcontractor and in such event the Bidder shall submit the name of another Subcontractor in the like manner and in the time specified by the Town/District. Such disapproval shall not result in additional costs to the Town/District. The Town/District reserves the right to reject any bid if the name of the proposed Subcontractors, or additional subcontractor information, is not submitted as required.

The Contractor shall not make subcontracts totaling a dollar amount that is more than 25% of the total contract price. The Town/District may, at its own discretion, in writing, modify these requirements where the Town/District determines it is in the best interest of the Town/District.

BIDDER

FIRM NAME: _____

ADDRESS: _____

PREPARED BY: _____

SIGNED BY: _____

TITLE: _____

INDEMNITY, LIMITATION OF LIABILITY

1.0 - INDEMNITY

The Contractor and all subcontractors performing work in connection with this Contract shall HOLD HARMLESS, INDEMNIFY and DEFEND the Owner and Engineer, their consultants and each of their officers, agents and employees from any liability, claims, losses or damage including reasonable costs of defense arising out of or alleged to arise from the Contractor's or subcontractor's negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer or their officers, agents and employees.

2.0 - LIMITATION OF LIABILITY

The Contractor and all subcontractors agree to limit the liability of the Owner and the Engineer due to the Engineer's professional negligent errors or omissions such that the total aggregate liability of the Engineer to those named shall not exceed Fifty Thousand Dollars (\$50,000) or five percent (5%) of the Contract award amount, whichever is greater.

3.0 - NO CLAIM FOR DELAY

The Contractor and all subcontractors agree to HOLD HARMLESS from any and all claims for loss or damages of any nature against the Owner or Engineer for delays in commencement, performance or completion of the Contract, regardless of whether said delays are, or may be, caused by the Owner, Engineer or any governmental agency.

RIVERHEAD WATER DISTRICT
CONTRACT C - CONTROL MAINTENANCE AND EMERGENCY SERVICES
H2M PROJECT NO.: RDWD 14-05

TO THE TOWN COUNCIL

TOWN OF RIVERHEAD
RIVERHEAD, NEW YORK

For the furnishing and installing of materials for all work included under contract as follows:

Made this _____ day of _____, by _____

BIDDER'S DECLARATION:

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person and persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the contract and specifications and the drawings referred to; and has read the Information for Bidders hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said contract and specifications; and it will accept in full payment therefore the following sums to wit:

PROPOSAL

CONTRACT C – CONTROL MAINTENANCE
AND EMERGENCY SERVICES
H2M PROJECT NO.: RDWD 14-05

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 9, 2014



CONTRACT C SCOPE OF WORK AND PROPOSAL

I. LOCATION OF WORK

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

II. SCOPE OF WORK

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

1. Services may include but not be limited to work on instrumentation and control equipment as listed in Section III below.
2. Perform scheduled preventative maintenance on electrical equipment as described below.
3. Work **will be performed on an as-needed basis when authorized by the Water District in writing**. The District will fax/email a Work Order outlining the location and nature of the work to be performed.
4. Scheduled maintenance or repair is non-emergency work and will be scheduled by the District at least 48 hours in advance of the start of the work.
5. Emergency service shall be provided to the Water District on a request basis. For emergency service the Contractor shall report to the site in need of service within three (3) hours after notification from the Water District.
6. Notification from the Water District may also be via phone call (for emergency work) and a fax/e-mail transmission of the work order for the service requested. A copy of the work order form is included in Appendix A.
7. Contractor will be required to maintain the proper bonds and insurance as specified herein. Contractor shall guarantee workmanship and materials for a period of one (1) year upon completion of the work on equipment repairs, maintenance or replacement.

III. SPECIFICATIONS

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

1. The contractor shall have a demonstrable, minimum of five (5) years experience in the water/wastewater field, with specific knowledge of instrumentation and control systems, Allen-Bradley RSVIEW 32, Factory talk software, Allen-Bradley Panelbuilder software, modifications to Allen-Bradley Panelview series graphic user interfaces, Allen Bradley SLC 5 and Micrologics series PLC's and I/O modules, broad band ethernet networks, MDS net I/O radio modems, VPN

PROPOSAL

CONTRACT C – CONTROL MAINTENANCE
AND EMERGENCY SERVICES
H2M PROJECT NO.: RDWD 14-05

RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK
BID DATE: DECEMBER 9, 2014



- appliances, routers, tone telemetry, communication modems, motor control circuitry and logic, PID control, PLC troubleshooting both hardware and software.
2. The contractor shall have sufficient qualified personnel and equipment to provide emergency service within three (3) hours of notification. These services shall not be subcontracted out.
 3. Routine and emergency service is expected to center around, but not be limited to, the troubleshooting, repair and modifications of the control and instrumentation systems.
 4. A Preventative Maintenance Inspection Program is an integral part of this contract. The Preventative Maintenance Program is designed to detect and remediate existing or potential problems in the electrical systems of the District's well, booster and water storage sites. See Appendix C for a detailed summary of work to be performed at each site.
 5. The Preventative Maintenance Program shall not exceed six (6) hours for each plant site. If for any reason additional hours are required to complete Preventative Maintenance at a site, approval must first be obtained from the District Superintendent, and will be paid in accordance with the submitted schedule.
 6. At all sites, Preventative Maintenance must be performed annually between January 1 and April 30.
 7. Contractor shall be required to provide written notification on the number of hours worked and a description of the work within 48 hours of providing service. Failure to provide this written account may subject the Contractor not being reimbursed for a portion or all of the claimed effort.
 8. Invoices submitted to the District for payment must be itemized to show hourly labor rate, total labor hours, and material charges. When any single item of material costs in excess of \$500.00, the contractor must include a copy of the contractor's original material invoice. An additional 15% of this cost may be added to that item's cost for profit and overhead. **Invoice payment will not be made without this information.**
 9. For Preventative Maintenance Inspections see Appendix C. Check-list must be properly completed and submitted with the contractor's payment invoice. **Invoice payment will not be made without this information.**
 10. The contractor shall abide with the terms of the District's Energy Control/Lock Out, Tag Out Program, and the contractor's own Energy Control/Lock Out, Tag Out Program and all other provisions of the governing law in order to protect its own employees as well as those of the District.
 11. Contractor shall comply with all OSHA regulations relative to safe operations of his work.
 12. Certain facilities may require contractor to enter confined space to perform the work required. The contractor shall employ personnel trained in confined space safety and shall be responsible for supplying all equipment necessary for entering and working within a confined space.
 13. By December 31 of each calendar year, the bidder shall provide the Town with a Maintenance Bond equal to one hundred percent (100%) of the total value of the work performed in the prior

year. The cost of the Annual Assessment will be considered exempt. The Maintenance Bond shall remain in full force and effect for a period of one (1) year after the date of the bond

14. The bond, which shall be executed by the Contractor and issued by a reliable, solvent surety company authorized to do business in the State of New York shall guarantee to the Town that the Contractor shall promptly remedy any defects or faults that may occur within twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract.

IV. DURATION OF CONTRACT

Contract duration is from January 1, 2015 through December 31, 2015 with options for two (2) successive one (1) year periods (January 1, 2016 through December 31, 2016 and January 1, 2017 through December 31, 2017) at the discretion of the Town Board. Perform preventative maintenance between January 1 and April 30 of each year.

V. PAYMENT

1. The contractor, when authorized in writing by the Water District, will only be reimbursed for the actual labor and equipment provided and actual materials furnished and installed.
2. Payment will be made in accordance with the unit pricing schedule established in Section VI of this document.
3. Labor and equipment reimbursement (where hourly rates are applied) will be based on the actual time spent at the work location.
4. The Riverhead Water District / Town of Riverhead will not compensate the contractor for fuel surcharges.
5. Mobilization to the work site shall be paid in accordance with the lump sum amount under either Item 1A (non-emergency) or Item 2A (emergency). The item shall include all costs associated with labor transportation to and from the work site, tools and small equipment necessary to perform the work and any other related mobilization costs.
6. Furnished materials and parts that are not specifically defined within the unit pricing schedule shall be reimbursed at cost plus the overhead and profit mark-up allowance provided under Item 7B.
7. The Water District reserves the right to provide parts and materials from its own stock to the contractor for installation, with no mark-up.
8. The contractor shall provide the District with an invoice for work performed within 30 days of completion of service.
9. The cost of the Maintenance Bond shall be reimbursed to the contractor upon its acceptance from the Town. The contractor shall not be eligible for overhead or profit to be paid on the bond and shall provide the Town with copies of invoicing from its Surety upon submission of reimbursement. The cost of the Maintenance Bond will be paid out of Item 8B.
10. Mobilization to the work site shall be paid in accordance with the lump sum amount under Item 1. The item shall include all costs associated with labor transportation to and from the work site,

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tools and small equipment necessary to perform the work and any other related mobilization costs.

11. Failure of the contractor to provide appropriate billing to the District within ninety (90) days of completion of service may subject contractor to forfeiture of payment without notice from the Town/District.

VI. BIDDERS' PROPOSAL/DECLARATION

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the bid documents hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said bid documents; and it will accept in full payment therefore the following sums to wit. The undersigned hereby proposes to furnish all labor, material and equipment necessary to perform the work of distribution system repair and maintenance subject to the terms and conditions set forth in the bid documents.

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A. Bid Form:

Item No.	Description	Hourly Rates		
		Jan. 1, 2015 thru Dec. 31, 2015	Jan. 1, 2016 thru Dec. 31, 2016	Jan. 1, 2017 thru Dec. 31, 2017
1A	Minimum Basic Service Charge (non-emergency) – Scheduled. First two hours on site - (travel time to and from not included).	\$	\$	\$
2A	Minimum Emergency Service Charge – Emergency. First two hours on site - (travel time to and from not included).	\$	\$	\$
3A	Straight Time Hourly rate, including one technician, for Control system services of District facilities, <i>weekdays Monday through Friday (exclusive of holidays), between the hours of 8:00 A.M. and 4:30 P.M.</i>	\$	\$	\$
4A	Overtime Hourly rate, including one technician, for Control system services of District facilities, <i>weekdays Monday through Friday (exclusive of holidays), between the hours of 4:30 P.M. and 8:00 A.M.</i>	\$	\$	\$
5A	Overtime Hourly rate, including one technician, for Control system services of District facilities, <i>Saturday and Sunday – All Hours.</i>	\$	\$	\$
6A	Overtime Hourly rate, including one technician, for Control system services of District facilities, <i>Holidays – All Hours. Provide list of holidays with your bid.</i>	\$	\$	\$
7A	Scheduled preventative maintenance inspection as described in these proposal documents for 18 sites and District main office – <i>Lump sum</i>	\$	\$	\$

Note: Attach appropriate rate schedule if your company utilizes more than one labor rate classification. In addition provide additional equipment, material and/or service charge schedules as necessary. Should overtime rates require a minimum number of hours attach schedule to reflect the related hourly effort.

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B. Bid Comparison:

Item No.	Description	Number of Units	Total Price		
			Jan. 1, 2015 thru Dec. 31, 2015	Jan 1, 2016 thru Dec. 31, 2016	Jan. 1, 2017 thru Dec. 31, 2017
1B	Minimum Basic Service Charge	4 units	\$	\$	\$
2B	Minimum Emergency Service Charge	1 unit	\$	\$	\$
3B	Straight time hourly labor rate	20 hours	\$	\$	\$
4B	Overtime hourly labor rate weekdays	8 hours	\$	\$	\$
5B	Overtime hourly labor rate weekends	8 hours	\$	\$	\$
6B	Overtime hourly labor rate holidays	4 hours	\$	\$	\$
7B	Equipment and materials (See notes below)	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8B	Annual Preventative Maintenance per Site	18 sites	\$	\$	\$
Bid Comparison Totals: (Sum of Items 1B through 8B)			\$	\$	\$

Notes:

- ◆ Quantities provided are estimates only and will vary. Actual equipment and material cost will vary based on work authorized in writing by the District.
- ◆ The qualified bidder will be required to provide the appropriate references (5 minimum) and documentation of qualifications.
- ◆ The Town Board reserves the right to award work that serves in the best interest to the Riverhead Water District. **Unbalanced bids will be rejected.**
- ◆ The option to extend the contract an additional year (from January 1, 2016 through December 31, 2016) or two (from January 1, 2017 through December 31, 2017) can be exercised solely at the discretion of the Riverhead Town Board. Should the Town Board decide to renew the contract for an additional period, written authorization will be provided by the Riverhead Water District.
- ◆ The Water District reserves the right to do some of the work with its own personnel, and this contract is only for the additional work it cannot or will not handle.
- ◆ The Water District retains the discretion to separately develop and bid similar projects with an element of the type of work under this contract.
- ◆ The basic service charge (Item 1A and 2A) shall be billed for each scheduled or emergency service and shall include travel time, plus labor charges for the first two hours on-site. Scheduled service is defined as all non-emergency work and any days subsequent to the date of an emergency required to

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complete the work requested. Emergency Service is defined as work requiring a response from the Contractor within three (3) hours of request by District. The service charge will be paid daily for work requiring less than two (2) man-hours of time on-site, **instead of** contractor time spent on-site. For work requiring two (2) man-hours or more, the District will pay the applicable service charge, plus man-hours in excess of two (2) as per the hourly rates bid above. On-site is defined as any property owned and operated by the Riverhead Water District. One (1) service charge shall be billed, regardless of whether contractor visits one site or multiple sites.

- ◆ The Contractor shall not be eligible for payment under Item 1A for site visits associated with Items 7A-a through 7A-c, Preventative Maintenance Inspections.
- ◆ The hourly rates shown shall be for a journeyman mechanic and either an apprentice mechanic or laborer. The service crew shall consist of one (1) journeyman and additional apprentices or laborers necessary to perform the work in a timely fashion. Payment shall be made based on time at site and not include travel time. See Section C below.
- ◆ Preventative maintenance inspection shall be performed by a journeyman experienced in such work.
- ◆ The District will reimburse the contractor for the expense of the maintenance bond. The cost of the maintenance bond (dollar for dollar) will be reimbursed by the District upon receipt. The maintenance bond will cover all work performed in that year and will be dated to begin coverage at the end of current contract term.
- ◆ The Town/District reserves the right to award this contract based on either the total bid or any combination of items. The Town/District reserves the right to award the bid to multiple entities. The Town/District reserves the right to reject any or all bids.
- ◆ Within ten (10) days (Sundays and legal holidays excepted) after acceptance of this bid by the town/district, the bidder shall execute the contract. The bidder shall furnish the required bonds and insurances to the water district’s attorney within the same time frame.
- ◆ The bidder represents herewith that he is aware of the working conditions, has carefully reviewed the proposal and specifications, has checked and certifies the accuracy of the bid.
- ◆ The contractor shall coordinate all work with the District to minimize disturbances to District operations

C. Additional Technician/Electrician

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

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F. Bidder Information and Certification:

Company Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Emergency Number: _____ Email: _____

_____ Email: _____

Federal I.D. or SS Number: _____

Authorized Representative Signature Title

Print Name Date

BID SECURITY

Enclosed is a certified check or bid bond for five percent (5%) of the total amount of the bid as required by the foregoing "Information for Bidders."

The Bidder hereby agrees to appear with its sureties at the office of the Town of Riverhead, Town Clerk's office within ten (10) days (Weekends and Legal Holidays excepted) after due notice from the Town Board that the contract has been awarded to it and is ready for signature; such notice to be given in writing within thirty (30) days of opening of the bids, and on the signing of such contract by the Bidder, to furnish the indemnifying bonds as provided in the General Conditions.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within ten (10) days (Weekends and Legal Holidays excepted) after due notice from the Town Board that the contract has been awarded to it and is ready for signature, as given in accordance with the Information for Bidders and/or its failure to execute and deliver the bond for the full amount of the contract price, as provided in said Information for Bidders, the Bidder's check or bid bond which is herewith deposited with the Town Board shall (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

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

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Section 103-D of the General Municipal Law, the Contractor makes the following statement under penalty of perjury, and by submission of this bid or proposal, the bidder certified that:

(a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he/she has fully informed him or herself 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 well as to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Resolve that _____ be authorized
NAME OF CORPORATION

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

CONTRACT C - CONTROL MAINTENANCE AND EMERGENCY SERVICES

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by

_____ at a meeting of its Board of Directors held on the _____ day of _____, 20____.

(Seal of the Corporation)

Secretary: _____

RESPECTIVELY SUBMITTED:

Firm Name: _____

Address: _____

Signed By: _____

Title: _____

CONTRACT

CONTRACT IN QUADRUPLICATE FOR Contract C – Control Maintenance and Emergency Services AT TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, dated _____, 20____, BY AND BETWEEN THE TOWN BOARD OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, acting for and in behalf of the RIVERHEAD WATER DISTRICT (herein called the TOWN DISTRICT), and _____ (herein called the CONTRACTOR).

WITNESSETH, that the TOWN DISTRICT and the CONTRACTOR, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

This Contract is hereby awarded to the CONTRACTOR for the work and material called for under his bid in the Proposal section of the Contract for the sum of:

_____ (\$ _____)

for the unit and/or lump sum price(s) as listed in the Proposal herein.

CONTRACT

1. CONTRACT DOCUMENTS AND DEFINITIONS

The Notice to Bidders, Information for Bidders, Proposal, Contract, together with any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles, headings, headlines and marginal notes contained herein are solely to facilitate reference to the various provisions of the contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "contract documents" is used, it shall mean and include this Contract, any Addenda, and the Notice to Bidders, Information for Bidders, and Proposal. In case of any conflict or inconsistency the provisions of the Contract shall govern.

WORK: The term WORK, as used herein, refers to all of the work proposed to be accomplished at the site of the project and all such other work as is in any manner required to accomplish the completed project, and includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper for or incidental to the carrying out and completion of the terms of this Contract. The term WORK PERFORMED shall be construed to include material delivered to and suitably stored at the site of the project.

EXTRA WORK: The term EXTRA WORK, as used herein, refers to and includes all work required by the TOWN DISTRICT which with the Town's approval, involves changes in or additions to work required.

SUBCONTRACTOR: The term SUBCONTRACTOR, as used herein, shall mean any person, firm or corporation applying labor and material for work at the site of the project, but not including the parties to this Contract.

NOTICE: The term NOTICE, as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to, or at the last known business address of, the person, firm or corporation for whom intended or to his, their, or its duly authorized agents, representatives or officers, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm, or corporation at his, their, or its last known business address and deposited in a United States Mail Box.

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work, or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved or acceptable to, or satisfactory to, in the judgment of the Town/District.

2. SCOPE OF THE WORK

The Contractor will furnish all plant, labor, material, supplies, equipment and other facilities and things necessary or proper for or incidental to, the work contemplated by this Contract as required by, and in strict accordance with, Town/District standards and/or required by and in strict accordance with, such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by the Contract.

CONTRACT

3. COMPENSATION TO BE PAID TO THE CONTRACTOR

A. Agreed Prices: It is understood and agreed that the Contractor will accept as payment in full the summation of products, of the actual quantities in place upon the completion of the work, as determined by the unit prices bid, no allowance being made for anticipated profit or for reason of variations from the estimated quantities set forth in the Proposal.

B. Extra Work and/or Changes: The TOWN DISTRICT may, at any time, by a written order, and without notice to the sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as follows:

- (1) By such applicable unit prices, if any, as set forth in the contract; or
- (2) If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the TOWN DISTRICT and the Contractor; or
- (3) If no such unit prices are set forth, and if the parties cannot agree upon unit prices or a lump sum, then by actual net cost in money to the Contractor of the materials, permits, wages, or applied labor, premium for Workers' Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added 15 percent as full compensation for all other items of profit, costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workers' Compensation Insurance, material used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the Contractor and the use of small tools.

4. TIME OF ESSENCE

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

CONTRACT

5. COMMENCEMENT OF WORK

The Contractor agrees that he will commence work in accordance with contract periods described herein.

6. TIME FOR COMPLETION

The time for completion of this Contract shall be in accordance with contract periods described herein. The TOWN DISTRICT reserves the right to order the Contractor to suspend operations when improper weather conditions make such action advisable, and to order the Contractor to resume operations when weather and ground conditions permit.

7. PENALTY FOR DELAY

~~_____ The Contractor shall be penalized for not completing the work within the agreed to time frame set in the work order. Penalty may include overhead charges, services, inspector's wages, that the TOWN DISTRICT will suffer by reason of such delay, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion, provided, however, that the TOWN DISTRICT shall have the right to extend the time for the completion of said work.~~

8. EXTENSIONS OF TIME - NO WAIVER

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

No such extension of time shall be considered a waiver by the TOWN DISTRICT of its right to terminate the Contract for abandonment or delay by the Contractor as hereinafter provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

CONTRACT

9. CONTRACT SECURITY

At the completion of each contract year, the Contractor shall deliver to the TOWN DISTRICT a Maintenance Bond equal to one hundred percent (100%) of the total value of work performed under this contract. This Maintenance Bond shall remain in full force and effect for a period of one (1) year after the date of the Engineer's approval of the annual final payment request and such bond, which shall be executed by the Contractor and issued by a reliable, solvent surety company authorized to do business in the State of New York shall guarantee to the TOWN DISTRICT that the Contractor shall promptly remedy any defects or faults that may occur within twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract.

10. CONTRACTOR'S INSURANCE

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:

Compensation Insurance

Public Liability and Property Damage Insurance

Contractor's Protective 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.

CONTRACT

A. 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) Public 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. 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.

D. Owner's Protective Public Liability and Property Damage Insurance - (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER and/or H2M architects + engineers as ENGINEERS) - 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.) for 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.

CONTRACT

E. Automobile Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of the Contract such automobile public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as 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 wrong-ful 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.

FUEL SURCHARGES: The Town/District will not pay any type of fuel surcharge. Any fuel surcharges added will be deleted from any payments made to the vendor.

11. PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the TOWN DISTRICT with certificates of each insurer insuring the Contractor or any subcontractor under this Contract, except with respect to subdivision D. of paragraph 10. In respect to this paragraph, the Contractor shall furnish the TOWN DISTRICT with the original insurance policy and a copy to the Engineer.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. Both the certificates and the policy shall be further endorsed to provide the TOWN DISTRICT and Engineer with any notice of cancellation at least ten (10) days prior to the actual date of such cancellation.

12. COMPLIANCE WITH LABOR AND PENAL LAWS

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

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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 220B of the Labor Law, as amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any Contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220C of the Labor Law, as amended, provides the penalty for making 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 contractors responsibility to ensure wages are paid in accordance with latest revision.

All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL Section 761.

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13. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on this project under this Contract in full (less deductions made mandatory by law) in cash and not less often than once each week.

14. ESTIMATES AND PAYMENTS

A. Scheduled or Emergency Work: Upon completion of the work required under each work order, the Contractor shall submit to the District a payment request with the appropriate invoicing. In consideration of the work done and the materials furnished, the TOWN DISTRICT will pay or cause to be paid to the Contractor the amount due to him. The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the TOWN DISTRICT of any work so estimated and paid for. All payments are subject to correction in any subsequent payment.

B. Preventive Maintenance Assessment: Upon completion of the work required under the Preventive Maintenance Assessment, the Contractor shall submit to the District a payment request with the appropriate invoicing. In consideration of the work done and the materials furnished, the TOWN DISTRICT will pay or cause to be paid to the Contractor the amount due to him. The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the TOWN DISTRICT of any work so estimated and paid for. All payments are subject to correction in any subsequent payment. Partial payments will be accepted.

C. Maintenance Bond: At the end of each contract period, the contractor shall submit to the Town a one year Maintenance Bond for the full value of the work performed during the contract period. The TOWN/DISTRICT will reimburse the Contractor for said bond based on a dollar for dollar value.

15. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment for each work order shall be, and shall operate as a release to the TOWN DISTRICT from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the TOWN DISTRICT and other relating to, or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if these payments be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

16. INSPECTION AND TESTS

All material and workmanship shall be subject to inspection, examination and test by the TOWN DISTRICT or their representative at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests so required safe and convenient.

If, at any time, before final acceptance of the entire work, the TOWN DISTRICT's considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to

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the fault of the Contractor or any subcontractor, whether or not the same shall be defective, the Contractor shall be liable for the expenses of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given, and such work is found to meet the requirements of this Contract, the Contractor shall be recompensed for the expense of such examination and reconstruction.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the Town/District. Satisfactory documentary evidence that the material has passed the required inspection and test must be furnished the Town/District prior to the incorporation of the material in the work.

Any rejected work shall be removed from the site of the project completely at the expense of the Contractor.

17. CONTRACTOR'S TITLE TO MATERIALS

No material or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

18. SUPERINTENDENCE BY CONTRACTOR

Contractor shall designate a contact person to whom emergency calls and work orders shall be directed. At the site of the work the Contractor shall designate a mechanic who shall have full authority to act for the Contractor.

19. PROTECTION OF WORK, PERSONS AND PROPERTY

Precaution shall be exercised at all times for the proper protection of all persons, property and work. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The Contractor shall furnish entirely at his own expense any and all additional safety measures deemed necessary by the TOWN DISTRICT to adequately safeguard the traveling public. The Contractor shall give notice to the owners of all utilities which may serve the area and request their assistance in pre-determining the location and depth of the various pipes, conduits, manholes and other underground facilities.

The Contractor shall, at all hours of the day, safely guard and protect his own work and adjacent property from any damage and shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents, or by the TOWN DISTRICT or its duly authorized representatives.

The Contractor shall provide and maintain such watchers, barriers, lights, flares and other signals, at his own expense, as will effectively prevent any accident in consequence of his work for which the TOWN DISTRICT might be liable. The Contractor shall be liable for all injury or damage caused by his act or neglect, or that of his employees.

CONTRACT

20. PATENT RIGHTS

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the TOWN DISTRICT for any loss on account of any infringement of any patent rights, unless prior to his use in the work of a particular process or a product of a particular manufacturer, he notifies the TOWN DISTRICT in writing that such process or product is an infringement of a patent.

21. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

A. That he is financially solvent and that he is experienced in and competent to perform the type of work involved under this Contract and able to furnish the plan, materials, supplies and/or equipment to be furnished for the work; and

B. That he is familiar with all Federal, State and Municipal Laws, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and

C. That such work required by these contract documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and

D. That he has carefully examined the Contract and that from his own investigation he has satisfied himself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment, and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

22. SURVEYS

The Contractor shall provide all layouts, measurements, lines, and grades necessary for the execution of the work, and will furnish the necessary stakes and spikes for laying out such lines and grades and the unskilled labor necessary to place same and/or assist in measuring.

23. CHANGES AND ALTERATIONS

The TOWN DISTRICT reserves the right to make alterations in the location, line, grade, plans, form or dimensions of the work, or any part thereof, either before or after the commencement of the construction. If such alterations diminish the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increase the amount of work, such increases shall be paid for according to the quantity of work actually done and at the unit prices for such work as contained in the schedule of prices.

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24. CORRECTION OF WORK

All work and all materials, whether incorporated into the work or not, all processes of manufacture and all methods of construction shall be, at all times and places, subject to the inspection of the Engineer who shall be the final judge of quality, materials, processes of manufacture and methods of construction suitable for the purpose for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good and replaced and/or corrected as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site.

If, in the opinion of the Town/District, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as shall be equitable.

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship, and agrees to correct any defects, settlements, or shrinkages which may appear within one (1) year following the date of the final payment request. Neither the acceptance of the completed work nor payment therefor shall operate to release the Contractor or his sureties from any obligations under or upon this Contract.

25. WEATHER CONDITIONS

The Contractor will and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If any work or materials shall have been damaged or injured by reason of the failure on the part of the Contractor or any of his subcontractors to protect his, or their work, such work and materials shall be removed and replaced at the expense of the Contractor.

26. THE TOWN DISTRICT'S RIGHT TO WITHHOLD PAYMENTS

The TOWN DISTRICT may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the TOWN DISTRICT, be necessary:

- A. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;
- B. To protect the TOWN DISTRICT from loss due to defective work not remedied; or
- C. To protect the TOWN DISTRICT from loss due to injury to persons or damage to the work or property of other contractors or subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The TOWN DISTRICT shall have the right, as agent for the Contractor, to apply any such amount so withheld in such manner as the TOWN DISTRICT may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

27. THE TOWN DISTRICT'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If:

- A. The Contractor shall file for any form of bankruptcy relief or make an assignment for the benefit of creditors; or

CONTRACT

B. A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or

C. The Contractor shall violate any provision of this Contract; or

D. The Contractor shall fail or refuse to regard laws, ordinances, regulations, or the instructions of the TOWN DISTRICT; or

E. The Contractor is deemed non-responsive

then, and in any such event, the TOWN DISTRICT without prejudice to any other rights or remedy it may have, and after seven (7) days written notice to the Contractor and Contractor's Surety may terminate the employment of the Contractor and take possession of the premises and all material, tools and appliances therein, and complete the work by contract or otherwise, as the TOWN DISTRICT solely may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, engineering, administration, legal, testing and observation services and any damages for delay), such excess shall be paid to Contractor.

If the expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable to the TOWN DISTRICT for such excess.

28. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or any public authority, Federal or State agency, for a period of three (3) months through no act or fault of the Contractor or any of his agents, servants, employees, materialmen, or subcontractors, the Contractor may, upon ten (10) days notice to the TOWN DISTRICT, discontinue his performance of the work and/or terminate the Contract.

Upon termination by the Contractor the TOWN DISTRICT may take possession of the work and complete the work by Contract or otherwise, as the TOWN DISTRICT solely may deem expedient.

If the Contract is terminated by the Contractor, the liability of the TOWN DISTRICT to the Contractor shall be for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, including reasonable profit and damages.

29. RESPONSIBILITY OF WORK

The Contractor agrees to be responsible for the entire work embraced in this Contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause, either by act or commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance shall be removed and replaced by good and satisfactory work without any charge to the TOWN DISTRICT and that such removal and replacement will be performed immediately on the requirement of the Town/District Engineer, notwithstanding the fact that it may have been overlooked by the proper inspector, and partial payment made thereon. It is fully

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understood by the Contractor that the inspection of the work shall not relieve him of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove of any work by the Engineer at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

30. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injury to persons or damages to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractors, or other contractors;
- C. To place upon any of the completed work only such superimposed loads as are consistent with the safety of that portion of the work;
- D. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times the site of the work shall present a neat and orderly and workmanlike appearance;
- E. To remove all surplus material, temporary structures, plants of any description and debris of any and every nature resulting from his operations and to put the site in a neat and orderly condition.

31. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury to property and/or safety to life, the Contractor will be permitted to act as he sees fit without previous instructions from the TOWN DISTRICT. He shall notify the TOWN DISTRICT thereof immediately thereafter and any compensation claimed by the Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the TOWN DISTRICT for approval and Change Order executed by the TOWN DISTRICT and the Contractor.

Where the Contractor has not taken action but has notified the Town/District of an emergency indicating injury to persons or damage to adjoining property or to the work being accomplished under this Contract, then upon authorization from the Town/District to prevent such threatened injury or damage, he shall act as instructed by the Town/District. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work and shall be incorporated into a Change Order executed by the TOWN DISTRICT and Contractor.

32. SUITS AT LAW

The Contractor shall indemnify and save harmless the TOWN DISTRICT from and against all suits, claims, demands or actions for any injury sustained or alleged to be sustained by any party or parties in connection with the construction of the work or any part thereof, or any commission or omission of the Contractor, his employees or agents or any subcontractors and in case any such action shall be brought against the TOWN DISTRICT, the Contractor shall immediately take care of and defend the same at his own cost and expense.

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33. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

34. SUBLETTING, SUCCESSOR AND ASSIGNS

The Contractor shall not sublet any part of the work under this Contract, nor assign any money due him hereunder without first obtaining the written consent of the TOWN DISTRICT. This Contract shall inure to the benefit of and shall be binding upon the parties hereunder and upon their respective successors and assigns, but neither party shall assign or transfer his interest herein in whole or in part without consent of the other.

CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)
) ss:
COUNTY OF)

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

NOTARY PUBLIC

CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this ___ day of _____, 20__, before me personally came and appeared _____,
to me known, and known to me to be one of the members of the firm of _____,
described in and who executed the foregoing instrument, and he acknowledged to me that he executed
the same as and for the act and deed of said form.

NOTARY PUBLIC

APPENDIX A

WORK ORDER FORM

WORK ORDER FAX

To: _____ [XYZ Contracting Co.] _____

W.O. # _____

Fax No.: _____ (###) ###-####

Date: _____

Address: _____

Time: _____

**Re: Riverhead Water District
Contract C Control System Maintenance Contract – Scheduled and Emergency Service
Contract No.: RDWD 14-05**

Dear [*Contractor*]:

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

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

Commence On or After: _____

Complete Work by: _____

Work Description: _____

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

Very truly yours,

Riverhead Water District

Mark Conklin

AGREED AND CONSENTED:

Contractor

P.O. # _____

Date

APPENDIX B

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

RIVERHEAD SITE LOCATIONS

**RIVERHEAD WATER DISTRICT
EXISTING WATER SUPPLY WELLS**

WELL NO.	LOCATION	NYSDEC WELL ID NO.
1(A)	Pulaski Street	S-1322
2	Pulaski Street	S-7261
3(A)	Pulaski Street	S-111777
4-1	Osborne Avenue	S-30271
4-2	Osborne Avenue	S-34732
5-1	Doctors Path/Middle Country Road	S-66685
5-2(A)	Doctors Path/Middle Country Road	S-124088
7-2	Fresh Pond Road	S-89133
7-3	Fresh Pond Road	S-105439
11-1	Calverton/ Rte 25	S-17707
11-2	Calverton/ Rte 25	Pending
15-1	Tuthill Road	S-129655
15-2	Tuthill Road	S-129656
15-3	Tuthill Road	S-129657
16	Edwards Avenue	S-129453
17	Northville Turnpike	S-130317

RIVERHEAD WATER DISTRICT

EXISTING STORAGE FACILITIES

TANK NO.	LOCATION	STYLE	CAPACITY (MG)
Route 58	Route 58	Elevated Steel	0.75
10	Northville Road	Steel Ground	1.50
1	Pulaski Street	Elevated Steel	0.16
8	Baiting Hollow	Steel Standpipe	1.00
9	Wading River	Steel Standpipe	0.83

RIVERHEAD WATER DISTRICT

EXISTING BOOSTER FACILITIES

WELL NO.	LOCATION	No. of Boosters
6	Osborn Ave.	2
8	Palane Ln.	1
9	Great Rock Rd.	3
10	Sound Shore	2
13	Sound/Roanoke Ct.	2
14	Sound/West	1
18	Dogwood	1

APPENDIX C

PREVENTATIVE MAINTENANCE SCHEDULE

RIVERHEAD WATER DISTRICT

CONTRACT C - CONTROL MAINTENANCE AND EMERGENCY SERVICES

PREVENTATIVE MAINTENANCE SCHEDULE

PLANT NO. _____

YEAR: _____

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

Note :

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

If equipment is not present indicate - NA