



architects + engineers

## CONTRACT AND SPECIFICATIONS

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



## Wellhead Treatment for Perchlorate Removal – Plant No. 16

CONTRACT V – VESSEL FABRICATION AND DELIVERY

Project No: RDWD 14-06

### **TOWN BOARD**

John Dunleavy  
George E. Gabrielsen  
Jodi Giglio  
James Wooten

### **SUPERVISOR**

Sean Walter

### **SUPERINTENDENT**

Gary Pendzick

### **ASSISTANT SUPERINTENDENT**

Mark Conklin

### **TOWN CLERK**

Diane Wilhelm

**DECEMBER 2014**

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INDEX

**RIVERHEAD WATER DISTRICT**

**WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16**

**CONTRACT V – VESSEL FABRICATION AND DELIVERY**

INDEX	I - 2 pages
NOTICE TO BIDDERS	NB - 1 page
INFORMATION FOR BIDDERS W/ WAGE RATES	IB - 5 pages
QUALIFICATION OF BIDDERS	QB - 3 pages
NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE	
IRANIAN INVESTMENT ACTIVITIES CERTIFICATION	IIAC - 1 page
PROPOSAL	P-A thru P-D
INDEMNITY, LIMITATION OF LIABILITY	ILL - 1 page
CONTRACT	C - 20 pages

**TECHNICAL SPECIFICATIONS**

**DIVISION 1 - GENERAL REQUIREMENTS**

011200	SUMMARY OF WORK
011400	WORK RESTRICTIONS
012500	PRODUCT SUBSTITUTION PROCEDURES
013300	SUBMITTALS
014100	REGULATORY REQUIREMENTS
016100	BASIC PRODUCT REQUIREMENTS
016500	PRODUCT DELIVERY, STORAGE AND HANDLING
017800	CLOSEOUT SUBMITTALS
017823	OPERATING AND MAINTENANCE DATA
017900	DEMONSTRATION AND TESTING

**DIVISION 9 – FINISHES**

099745	WATER TREATMENT COATING SYSTEMS
--------	---------------------------------

**DIVISION 33 – UTILITIES**

332121	DISINFECTION OF WATER TREATMENT PLANTS
--------	--

**DIVISION 46 – WATER AND WASTEWATER EQUIPMENT**

466316	MODULAR ION EXCHANGE TREATMENT SYSTEM
--------	---------------------------------------

DETAIL 1	PROCESS FLOW DIAGRAM – PLANT No. 16
DETAIL 2	ION EXCHANGE RESIN VESSEL SECTION VIEW

**END OF INDEX**

NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for the “WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16 – CONTRACT V – VESSEL FABRICATION AND DELIVERY” for the Riverhead Water District at the Town Clerk’s office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, until **11:00 A.M., on Tuesday, January 13, 2014**, at which time and place all bids will be publicly opened and read aloud for:

**PROJECT NO.: RDWD 14-06**  
**WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16**  
**CONTRACT V – VESSEL FABRICATION AND DELIVERY**

Bid documents may be examined and obtained on or after **Wednesday, December 24, 2014** by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and clicking 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 informality and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK  
  
ACTING AS THE GOVERNING BODY  
OF THE RIVERHEAD WATER DISTRICT  
  
DIANE WILHELM, TOWN CLERK

DATED: **Wednesday, December 24, 2014**

## INFORMATION FOR BIDDERS

### BIDS FOR PROJECT

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

**TOWN OF RIVERHEAD / RIVERHEAD WATER DISTRICT**  
**PROJECT NO.: RDWD 14-06**  
**WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16**  
**CONTRACT V – VESSEL FABRICATION AND DELIVERY**

### 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 A.M.** prevailing time, on **Tuesday, January 13, 2014** at which time and place they will be publicly opened and read aloud. Use of the mails shall be at the Bidder's own risk, and the Bidder shall be responsible for physical delivery of the bid at the time and place set for opening of bids.

### BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "PROJECT NO.: RDWD 14-06, WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16; CONTRACT V – VESSEL FABRICATION AND DELIVERY, 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), and the Iranian Investment Activities Certification (IIAC).

### PLANS AND SPECIFICATIONS

Bid documents may be examined and obtained on or after **Wednesday, December 24, 2014** by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on "Bid Requests".

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

### 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.

## INFORMATION FOR BIDDERS

### 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.

### 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.

## INFORMATION FOR BIDDERS

### 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.

### PERFORMANCE AND MAINTENANCE BOND

The Contractor shall furnish a Performance Bond, Labor and Materials Bond, and a one (1) year Maintenance Bond each in an amount equal to one hundred (100%) percent of the total contract price as security for its faithful performance of this contract, for the payment of all persons performing labor or furnishing materials in connection with this contract. Such bonds shall also cover any penalties, interest charges and assessments levied by any governmental unit for failure to comply with laws and/or regulations governing public work. The 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. The Maintenance Bond shall be furnished following final completion, and 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

## INFORMATION FOR BIDDERS

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.

Each bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (i) plumbing and gas fitting, (ii) steam heating, hot water heating, ventilating and air conditioning apparatus and (iii) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the owner, upon a showing presented to the owner of legitimate construction

## INFORMATION FOR BIDDERS

need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two (2) of section two hundred twenty-two (222) of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

### COMPLETION OF WORK

Work is required to be completed to the satisfaction of the Engineer, and in substantial accordance with the Bid Documents hereunto annexed and the Change Orders amended to the Contract.

### RESPONSIBILITY OF CONTRACTOR

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

TOWN BOARD  
TOWN OF RIVERHEAD  
SUFFOLK COUNTY, NEW YORK

QUALIFICATION OF BIDDERS

**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, and General Description of Work, where the bidder has furnished water treatment vessels of similar size for similar use, 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 of Vessel(s): \_\_\_\_\_

Use: \_\_\_\_\_

Date of Fabrication: \_\_\_\_\_

QUALIFICATION OF BIDDERS

**Project No.2**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description of Vessel(s): \_\_\_\_\_

Use: \_\_\_\_\_

Date of Fabrication: \_\_\_\_\_

**Project No.3**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description of Vessel(s): \_\_\_\_\_

Use: \_\_\_\_\_

Date of Fabrication: \_\_\_\_\_

**Project No.4**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description of Vessel(s): \_\_\_\_\_

Use: \_\_\_\_\_

Date of Fabrication: \_\_\_\_\_

QUALIFICATION OF BIDDERS

**Project No.5**

Owner: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Location: \_\_\_\_\_

General Description of Vessel(s): \_\_\_\_\_

Use: \_\_\_\_\_

Date of Fabrication: \_\_\_\_\_

The 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, 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: \_\_\_\_\_

IRANIAN INVESTMENT ACTIVITIES CERTIFICATION

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: \_\_\_\_\_

\_\_\_\_\_  
(Name of corporation or partnership)

\_\_\_\_\_  
(Individual)

\_\_\_\_\_  
(Officer stating title) (Partner)

**TOWN OF RIVERHEAD / RIVERHEAD WATER DISTRICT**  
**WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16**  
**H2M PROJECT NO.: RDWD 14-06**  
**CONTRACT V – VESSEL FABRICATION AND DELIVERY**  
**TO THE TOWN BOARD**  
**TOWN OF RIVERHEAD**  
**RIVERHEAD, LONG ISLAND, NEW YORK**

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

Made this \_\_\_\_\_ day of \_\_\_\_\_, by

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**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

WELLHEAD TREATMENT FOR  
PERCHLORATE REMOVAL - PLANT NO. 16

RIVERHEAD WATER DISTRICT  
TOWN OF RIVERHEAD

CONTRACT V – VESSEL FABRICATION AND DELIVERY

PROJECT NO. RDWD 14-06

BID DATE: **JANUARY 13, 2014**

Gentlemen:

The undersigned hereby offers to furnish all labor, equipment, materials and appurtenances for the **WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16; CONTRACT V – VESSEL FABRICATION AND DELIVERY**, all in accordance with the specifications prepared by H2M architects + engineers. for the following lump sum prices:

**ITEM 1 – Vessel Fabrication and Delivery**

For the furnishing and delivery one (1) Ion Exchange vessel as specified.

LUMP SUM \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 2 – Resin Media**

For the furnishing, delivery, and installation of Ion Exchange resin media as specified.

LUMP SUM \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 3 – Start-up Services**

For providing start-up services as specified. *(Item not to be less than \$2,000.00)*

LUMP SUM \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**ITEM 4 – Water Quality Testing (Contingency)**

For performing all water quality sampling and testing as specified.

LUMP SUM \_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

**TOTAL BASE BID – Sum of all items (1 through 4)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
DOLLARS

PROPOSAL

WELLHEAD TREATMENT FOR  
PERCHLORATE REMOVAL - PLANT NO. 16

RIVERHEAD WATER DISTRICT  
TOWN OF RIVERHEAD

CONTRACT V – VESSEL FABRICATION AND DELIVERY

PROJECT NO. RDWD 14-06

BID DATE: **JANUARY 13, 2014**

THE TOWN BOARD OF THE TOWN OF RIVERHEAD RESERVES THE RIGHT TO AWARD THIS CONTRACT BASED ON EITHER THE TOTAL BID OR ANY COMBINATION OF ITEMS. THE BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. THE TOWN BOARD ANTICIPATES AWARDING THE BID WITHIN THIRTY (30) DAYS OF THE BID OPENING.

WITHIN TEN (10) DAYS (WEEKENDS & LEGAL HOLIDAYS EXCEPTED) AFTER ACCEPTANCE OF THIS BID BY THE TOWN, THE BIDDER WILL EXECUTE THE CONTRACT WITH THE TOWN AND FURNISH THE REQUIRED BONDS AND INSURANCE.

PHASE 1

THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT ALL SHOP DRAWINGS WITH THE PROPOSAL AS SPECIFIED IN SECTION 466316 - MODULAR ION EXCHANGE TREATMENT SYSTEM. AFTER NOTIFICATION OF AWARD AND NOTICE TO PROCEED, THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT ALL SHOP DRAWINGS WITHIN **FIFTEEN (15) DAYS**. AFTER APPROVAL OF ALL SHOP DRAWINGS THE CONTRACTOR SHALL BE REQUIRED TO DELIVER THE VESSELS TO SITE WITHIN **SIXTEEN (16) WEEKS**.

PHASE 2

AFTER THE DELIVERY OF THE VESSELS, THE INFLUENT/EFFLUENT PIPING AND OTHER COMPONENTS SHALL BE INSTALLED BY OTHERS. AFTER COMPLETION, THE CONTRACTOR SHALL SCHEDULE, DELIVER AND INSTALLATION OF THE ION EXCHANGE RESIN AND PERFORM ALL WATER QUALITY SAMPLING AS SPECIFIED. PHASE 2 CAN BE EXPECTED TO COMMENCE APPROXIMATELY FOUR (4) WEEKS AFTER COMPLETION OF PHASE 1 AND SHALL BE COMPLETED WITHIN **TWO (2) WEEKS** OF NOTIFICATION THAT THE SITE IS READY FOR RESIN DELIVERY.

WELL NO. 16 LOCATED AT THIS PLANT SITE IS CRITICAL TO THE WATER DISTRICT IN BEING ABLE TO MEET ITS PEAK DEMAND REQUIREMENTS THEREFORE FAILURE OF THE CONTRACTOR TO COMPLETE ALL WORK WITHIN THE SPECIFIED TIME PERIOD WILL SUBJECT HIM TO LIQUIDATED DAMAGES AS SET FORTH IN THE CONTRACT, IN THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) PER DAY.

THE OWNER RESERVES THE RIGHT TO PLACE THE CONTRACTOR ON HOLD AND SUSPEND THE PROJECT SHOULD WEATHER CONDITIONS PROHIBIT THE WORK SCHEDULED TO BE PERFORMED. IN THE EVENT THAT THE OWNER SUSPENDS THE PROJECT, THE OWNER WILL EXTEND THE CONTRACT COMPLETION DATE ACCORDINGLY WHEN THE WEATHER CONDITIONS ARE MORE APPROPRIATE FOR THE WORK TO BE PERFORMED.

SPECIFIC DAMAGES WILL BE ASSESSED AND DEDUCTED FROM AMOUNTS OTHERWISE DUE THE CONTRACTOR FOR ADDITIONAL INSPECTION AND CONTRACT MANAGEMENT TIME REQUIRED BEYOND THE COMPLETION PERIODS ESTABLISHED. SUCH DEDUCTION SHALL BE BASED ON A PREVIOUSLY ESTABLISHED HOURLY RATE BETWEEN THE TOWN AND ENGINEER.

PROPOSAL

WELLHEAD TREATMENT FOR  
PERCHLORATE REMOVAL - PLANT NO. 16

RIVERHEAD WATER DISTRICT  
TOWN OF RIVERHEAD

CONTRACT V – VESSEL FABRICATION AND DELIVERY

PROJECT NO. RDWD 14-06

BID DATE: **JANUARY 13, 2014**

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.

ALL PROJECT SUBMITTALS SHALL BE SUBMITTED TO THE ENGINEER NO LATER THAN FIFTEEN (15) CONSECUTIVE DAYS AFTER RECEIPT OF NOTICE TO PROCEED.

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

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (IF ANY):

ADDENDUM

DATED

_____	_____
_____	_____
_____	_____

BIDDER: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DAY: \_\_\_\_\_ NIGHT: \_\_\_\_\_

FAX: \_\_\_\_\_ EMERGENCY: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FEDERAL I.D. NO. OR  
SOCIAL SECURITY NO.: \_\_\_\_\_

**PROJECT NO.: RDWD 14-06**  
**WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL – PLANT NO. 16**  
**CONTRACT V – VESSEL FABRICATION AND DELIVERY**

Enclosed in the bid envelope 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:

WELLHEAD TREATMENT FOR PERCHLORATE REMOVAL - PLANT NO. 16 -  
CONTRACT V - VESSEL FABRICATION AND DELIVERY

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: \_\_\_\_\_

## IDEMNITY, 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.

CONTRACT

CONTRACT IN QUADRUPLICATE FOR \_\_\_\_\_  
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 and designated as Items: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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, General Conditions, Contract, Specifications and Plans, together with any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The 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, the Plans, Specifications, any Addenda, and the Notice to Bidders, Information for Bidders, General Conditions and Proposal. In case of any conflict or inconsistency between the provisions of the Contract and those of the Specifications, the provisions of the Contract shall govern.

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

EXTRA WORK: The term EXTRA WORK, as used herein, refers to and includes all work required by the TOWN DISTRICT which, in the judgment of the Engineer, with the Town's approval, involves changes in or additions to work required by the Plans, Specifications and any Addenda in their present form.

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

ENGINEER: In the performance of the work, the TOWN DISTRICT shall be represented by its Consulting Engineer H2M architects + engineers (herein called the ENGINEER).

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

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

### 2. SCOPE OF THE WORK

The Contractor will furnish all plant, labor, material, supplies, equipment and other facilities and things necessary or proper for or incidental to, the work contemplated by this Contract as required by, and

## CONTRACT

in strict accordance with, the applicable Plans, Specifications and Addenda prepared by the Engineer and/or required by and in strict accordance with, such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by the Contract.

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

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

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

- (1) By such applicable unit prices, if any, as set forth in the contract; or
- (2) If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the TOWN DISTRICT and the Contractor; or
- (3) If no such unit prices are set forth, and if the parties cannot agree upon unit prices or a lump sum, then by actual net cost in money to the Contractor of the materials, permits, wages, or applied labor, premium for Workers' Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added 20 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 Performance Bond of the Contractor and the use of small tools.

### 4. TIME OF ESSENCE

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

### 5. COMMENCEMENT OF WORK

The Contractor agrees that he will commence work within ten (10) consecutive calendar days after signing this Contract, and that the day he commences work shall constitute the first of the consecutive calendar days allowed for completion of the work.

## CONTRACT

### 6. TIME FOR COMPLETION

The time for completion of this Contract shall be within the number of calendar days stated in the Bid Proposal and the date of such completion shall be the date of the certificate of completion hereinafter specified.

The TOWN DISTRICT reserves the right to order the Contractor to suspend operations when, in the opinion of the Engineer, improper weather conditions make such action advisable, and to order the Contractor to resume operations when weather and ground conditions permit. The days during which such suspension of work is in force are not chargeable against the specified completion time.

### 7. LIQUIDATED DAMAGES FOR DELAY

The time limit being essential to and of the essence of this Contract, the Contractor hereby agrees that the TOWN DISTRICT shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said Contractor under this agreement, the sum of FIVE HUNDRED DOLLARS (\$500.00) per day, which amount is hereby agreed upon, fixed and determined by the parties hereto as the LIQUIDATED DAMAGES, including overhead charges, services, inspector's wages, and interest on the money invested, that the TOWN DISTRICT will suffer by reason of such default, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion, 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 above specified for completion of his work shall be extended by such time as shall be fixed by the TOWN DISTRICT.

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

### 9. CONTRACT SECURITY

A. The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract.

B. Additional or Substitute Bond - If, at any time, the TOWN DISTRICT shall be or become dissatisfied with any surety or sureties, then upon the Performance Bond, or if, for any other reason, such bond shall cease to be adequate security to the TOWN DISTRICT, the Contractor shall, within five (5) days after notice from the TOWN DISTRICT, substitute an acceptable bond in such form and sum, and signed by such other surety as may be satisfactory to the TOWN DISTRICT. The premiums on such

## CONTRACT

bonds shall be paid by the Contractor. No further payments shall be deemed due, nor shall be made until the new surety shall have been qualified.

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

### 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.

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

## CONTRACT

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.

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.

## CONTRACT

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.

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

## CONTRACT

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 established by the Industrial Commissioner, State of New York, for this Contract, are as set forth in the INFORMATION FOR BIDDERS.

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

### 13. PAYMENT OF EMPLOYEES

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

### 14. ESTIMATES AND PAYMENTS

A. Monthly: At the end of each calendar month during the progress of the work, the Contractor shall submit a payment requisition to the Engineer. The Engineer will review the requisition and prepare a payment request based on the estimated amount of work performed and the quantity of materials furnished, based on the prices set forth in the Proposal. 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 estimated by the Engineer as due him less a sum equal to five percent (5%) of such amount and less such additional amount as may be necessary to satisfy any claims, liens or judgments against the

## CONTRACT

Contractor which have not been suitably discharged. The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Engineer or the TOWN DISTRICT of any work so estimated and paid for. The amount of the monthly estimate remaining unpaid will be retained by the TOWN DISTRICT as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages incurred by the TOWN DISTRICT by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained. All partial payments are subject to correction in any subsequent payment. The retained amounts shall be paid as set forth in the following subsection B.

B. Final: Thirty (30) days after the Contractor shall have substantially completed the work required of it under the Contract the Engineer will prepare an approval of Final Payment Request. Thereafter the TOWN DISTRICT will pay to the Contractor the remaining amount of the Contract balance less a sum equal to two (2) times the value of any remaining items to be completed and less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the TOWN DISTRICT shall promptly pay, upon receipt of a requisition for these items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Any claims, liens and judgments referred to in this section shall pertain to the project and shall be filed in accordance with the terms of the applicable Contract and/or applicable laws.

C. In order to secure the performance of the covenant of the Contractor, prior to release of the Performance Bond, the Contractor shall deliver to the TOWN DISTRICT a Maintenance Bond equal to one hundred percent (100%) of the total Contract price, including all extras. This Maintenance Bond shall remain in full force and effect for a period of one (1) year after the date of the Engineer's approval of the Final Payment Request and such bond, which shall be executed by the Contractor and issued by a reliable, solvent surety company authorized to do business in the State of New York shall guarantee to the TOWN DISTRICT that the Contractor shall promptly remedy any defects or faults that may occur within twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract.

D. Measurements for Payment: The Engineer shall make due measurement of the work done during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under, and by virtue of, this agreement, and shall be taken as the full measure of compensation to be received by the Contractor. When requested by the Contractor, the Engineer shall measure, re-measure or re-estimate any portion of the work; but the expense of such re-measurement or re-estimating shall, unless material error be proved, be paid for by the Contractor.

### 15. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

## CONTRACT

### 16. CONSTRUCTION REPORTS

The Contractor shall submit to the Engineer prior to the commencing of any work under this Contract a detailed schedule and plan of operation, indicating the manner in which the Contractor proposes to prosecute the work, and a time schedule therefore. Such schedules are not intended to bind the Contractor to a predetermined plan or procedure, but rather to enable the Engineer to coordinate the work of the Contractor with work required of and to be performed by others.

The Contractor shall furnish the Engineer with periodic estimates for partial payments as required elsewhere in the contract documents and, in addition thereto, will furnish the Engineer with a detailed estimate for final payment. Prior to being eligible to receive final payment under this Contract, the Contractor shall furnish the Engineer with substantial proof that all bills for services rendered and materials supplied have been paid. The enumeration of the above reports in no way relieves the Contractor of his responsibility under existing Federal or State laws of filing such other reports with agencies other than the TOWN DISTRICT as may be required by such existing laws or regulations.

### 17. INSPECTION AND TESTS

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

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

If, at any time, before final acceptance of the entire work, the Engineer, with the TOWN DISTRICT's approval, considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Engineer, with the TOWN DISTRICT's approval, whether or not the same shall be defective, the Contractor shall be liable for the expenses of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given, and such work is found to meet the requirements of this Contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work pursuant to a Change Order signed by the TOWN DISTRICT and the Contractor.

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

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

## CONTRACT

### 18. PLANS AND SPECIFICATIONS - INTERPRETATIONS

The Contractor shall keep at the site of the work one (1) copy of the Plans and Specifications signed and identified by the Engineer. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans shall have the same effect as if shown or mentioned respectively in both. In case of any conflict or inconsistency between the Plans and Specifications, the Plans shall govern. Any discrepancy between the figures and drawings shall be submitted to the Engineer, whose decision therein shall be conclusive.

### 19. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed; the Engineer shall thereupon promptly investigate the conditions and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he shall at once make such changes in the Plans and/or Specifications as he may find necessary.

Any increase or decrease of cost resulting from such changes will be adjusted in the manner provided herein for adjustment as to extra and/or additional work and changes shall be by Change Order executed by the TOWN DISTRICT and Contractor.

### 20. 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.

### 21. SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall employ a Construction Superintendent or Foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

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

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

## CONTRACT

assistance in predetermining the location and depth of the various pipes, conduits, manholes and other underground facilities.

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

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

### 23. 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.

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

### 25. AUTHORITY OF THE ENGINEER

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Engineer and shall perform all work to the satisfaction of the Engineer, at such time

## CONTRACT

and places, by such methods, and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or else-where in the contract documents of particular instances in which the opinion, judgment, discretion or determination of the Engineer shall control, or in which work shall be performed to his satisfaction or subject to his approval, or inspection, shall not imply that only matters similar to those enumerated shall be so governed and so performed, but without exception all the work shall be governed and so performed. Nothing herein shall be construed to give the Contractor a claim for extra work unless prior thereto an appropriate Change Order has been executed by the TOWN DISTRICT and Contractor for such work.

### 26. 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.

### 27. 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.

If such alterations decrease the amount of work, such decreases shall be a credit to the TOWN DISTRICT based on the quantity of work not performed as agreed to by the TOWN DISTRICT and the Contractor and at the unit prices for such work as contained in the Schedule of Prices.

### 28. CORRECTION OF WORK

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

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

## CONTRACT

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 or the Performance Bond.

### 29. 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.

### 30. 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.

### 31. 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
- B. A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or
- C. The Contractor shall violate any provision of this Contract; or
- D. The Contractor shall fail or refuse to regard laws, ordinances, regulations, or the instructions of the Engineer and/or the TOWN DISTRICT;

## CONTRACT

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.

### 32. 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.

### 33. RESPONSIBILITY OF WORK

The Contractor agrees to be responsible for the entire work embraced in this Contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause, either by act or commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance shall be removed and replaced by good and satisfactory work without any charge to the TOWN DISTRICT and that such removal and replacement will be performed immediately on the requirement of the Engineer, notwithstanding the fact that it may have been overlooked by the proper inspector, and partial payment made thereon. It is fully understood by the Contractor that the inspection of the work shall not relieve him of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove of any work by the Engineer at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

## CONTRACT

### 34. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

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

### 35. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

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

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

### 36. 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.

## CONTRACT

### 37. 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.

### 38. 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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

RIVERHEAD WATER DISTRICT

BY: \_\_\_\_\_  
SEAN WALTER, SUPERVISOR

(TOWN SEAL)

\_\_\_\_\_  
CONTRACTOR  
BY: \_\_\_\_\_

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

(SEAL)

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

On the \_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came SEAN WALTER, to me known, who being by me duly sworn, did depose and say that he is the duly elected SUPERVISOR of the TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, NEW YORK, and that at a meeting of the Town Board of the Town of Riverhead, duly held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, the said Board, also acting in its capacity as the Governing Body of the Riverhead Water District, authorized the said SUPERVISOR to execute all and any contracts on behalf of the Board; that he knows the seal of said Town, and that the said Water District seal is also the seal of the Town of Riverhead; that the seal affixed to the foregoing instrument is its corporate seal; that it was affixed thereto by order of the said Board, and that he signed his name thereto and executed the said instrument on behalf of the said Water District by like order and authority.

\_\_\_\_\_  
NOTARY PUBLIC

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

**PART 1 - GENERAL****1.01 - BRIEF PURPOSE OF PROJECT / GENERAL**

- A. The purpose of the project is to provide, furnish and deliver one Ion Exchange vessel with associated vessel piping.
- B. The slab, building and influent/effluent piping shall be performed by others.
- C. Work under this contract shall also include the furnishing and installation of the specified ion exchange resin for the removal of perchlorates from drinking water and perform all water quality sampling as specified.
- D. This Section provides an abbreviated summary of the work for the Construction Contract associated with the Owner's program to construct the project.

**1.02 - NOMENCLATURE**

- A. Where the terms "Engineer/Architect" or "Architect/Engineer" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M.
- B. The terms "Contractor" and/or "Prime Contractor" where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Contract Documents. The lack of word capitalization shall be incidental.
- C. The VESSEL CONTRACTOR may be referred to as the "Vessel Contractor", "Prime Vessel Contractor", "Contract V Contractor" or similar wording. The lack of word capitalization shall be incidental. This Construction Contract shall be known as Contract V - Vessel Fabrication and Delivery.

**1.03 - ABBREVIATED SUMMARY OF WORK**

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Construction Contract.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Construction Contract. It is not all inclusive of the work under the Contract.
- C. The work includes, but is not limited to, the following:

1. Fabrication and delivery of one (1) Modular Ion Exchange treatment system including all resin fill and discharge piping, vent, water piping and utility connections, and all other specified accessories.
  2. Delivery and installation of specified resin and all associated water utility sampling as specified.
  3. Provide start-up services as specified.
  4. Project closeout submittals.
- D. All other work shown and specified within the Contract Documents.

#### **1.04 - PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS**

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
1. Debris removal and daily and final cleaning up.
  2. Coordination with Owner and other contractors employed by the Owner as necessary to schedule delivery of services, and management of the installation.
  3. Site utilization and management so as not to disrupt the Owner's ability to operate the existing facilities in a safe and efficient manner.
  4. Maintain the Owner's ability to operate the facility at all times during the construction period.
  5. Facilities to be used during the contract period that are to be used by the Owner or his representatives and others involved with constructing the project.
  6. Product and equipment storage and handling requirements.
  7. Starting and adjusting of the equipment and systems required under the project.
  8. Site safety in accordance with all applicable federal, state, and local regulations.
  9. Project submittals, meetings, testing services, work plans, schedules, shop drawings, closeout procedures and documents, manuals, as-built drawings, and final commissioning of the work shall be provided as required by the Contract.

**1.05 - OWNER SUPPLIED PRODUCTS AND UTILITIES**

- A. The Owner will not be supplying equipment, labor, or tools for the project.
- B. The Owner will pay for electricity usage. The restrictions on electrical usage shall be as follows:
  - 1. Power tool usage during specified working hours will only be permitted.
  - 2. Dewatering and trash pumps and portable heaters will not be permitted.
  - 3. Sump pumps, if less than 1/3 horsepower will be allowed. Only two (2) sump pumps will be permitted to operate at the same time.
  - 4. Power to the Owner/Engineer/Architect's trailer, if applicable.
  - 5. Power to help cure concrete or painting systems will not be permitted.
- C. The Owner reserves the right to stop paying for electrical usage at any time if, in the opinion of the Owner/Engineer/Architect, the Contractor causes excessive electrical charges or does not conserve electricity to the maximum extent possible in the opinion of the Engineer/Architect. The Contractors shall conserve electricity during the course of construction.

**1.06 - EXISTING CONDITIONS**

- A. The Drawings show certain information that has been obtained by the Owner regarding various pipelines, utilities, and structures that exist at the location of the project both below and at grade.
- B. The Owner and the Engineer/Architect expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Site access and control of areas outside of site.
- B. Contractor use of the premises.
- C. Contractor storage, parking and deliveries.
- D. Work hours, employee conduct and miscellaneous employee requirements.
- E. Contract requirements related to maintaining Owner's current operations and excess inspection required.

**1.02 – SITE ACCESS AND CONTROL**

- A. The Contractor shall use the designated entrance to the site.
- B. The Contractor shall maintain the entrance area clear of materials, vehicles and any other obstacle or debris. Failure to do so will result in a minimum back charge of \$750 per occurrence.
- C. The area around the site is a residential neighborhood. The Owner intends to be a good neighbor. The Contractor shall not close any road for any period in time. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.
- D. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the site. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean up any area to its previous condition.
- E. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the site from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway, should the measures being taken by the Contractor not satisfactorily control the transmission of any dirt to the roadway.
- F. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- G. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.

- H. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining the grounds as well as maintaining areas outside the site, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.

### 1.03 - CONTRACTOR USE OF THE PREMISES

- A. Premises, for the purpose of this Contract, shall mean the site, buildings and other structures located within the property line or in any temporary or permanent construction easements identified on the plans.
- B. The Contractor shall use and manage the premises and the associated construction activities as follows:
  - 1. To not hinder the Owner's ability to operate their facilities,
  - 2. To allow for stockpiling of construction material and debris without any significant hardship, as defined by the Owner's Construction Representative, on the Owner,
  - 3. To allow for the stockpiling of excavated soil and imported fill, when called for, without any significant hardship, as defined by the Owner's Construction Representative, on the Owner or other contractors,
  - 4. To allow utility companies to install their work,
  - 5. To allow for the delivery of equipment and materials by independent trucking companies by leaving enough space for backing in and out of areas,
  - 6. To allow for the safe, unimpeded travel way of the Owners vehicles, Owner's Construction Representative's vehicles, Architect's and Engineer's vehicles, construction vehicles and heavy construction equipment about the entire site.
- C. The Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.
- D. The Contractor shall provide temporary handrails, as required, for their work or for work put in place by their Contract that will require temporary handrails.
- E. Contractor shall be responsible for protecting Owners property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any

removals or relocation of said objects, if allowed shall be as directed by Owner's Construction Representative.

- A. Contractor shall protect all of the physical structures, property and improvements upon the site from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- B. Limit use of the site to the area(s) shown on the Contract Drawings. Confine operations to permit others working on the site easy access to all areas of Work.
- C. Keep all existing operations areas, driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the site with materials and equipment. Confine stockpiling of excess excavated material, materials and equipment to areas selected by the Owner's construction representative. Locate storage sheds and trailers to areas designated in the plan or by the Owner's Construction Representative.
- D. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material on the site.
- E. The construction site space is limited and it shall be the Contractor's responsibility to manage the site during the entire construction period with input from all concerned parties.
- F. Due to the limited site area available for construction, staging areas shall be relocated several times during the various stages of construction. Additional compensation for relocating staging areas, equipment and material storage, and trailers are not to be considered an extra cost to the Contractor as this is an anticipated expense that shall be considered at the time of the bid.
- G. The Contractor is responsible for cleaning up their own materials and debris. Failure to maintain a clean work site daily, will result in other performing the work and contractor(s) being back charged for the cleaning cost plus construction administration fees.
- H. Use of the existing building facilities during construction is prohibited.
- I. Should it become necessary to access the existing building during construction hours for measurements or other non-disruptive work, the contractor shall be escorted by an Owner's Representative.
- J. Do not discard or dispose of any waste on-site.

- K. Open fires will not be permitted on the site.
- L. The Contractor shall employ erosion control measures to protect wetlands located adjacent to the work where shown on the Drawings and as required by regulatory agencies.
- M. Install erosion control measures as indicated in the Contract. The Contractor shall confine storm water runoff to the site.

#### **1.04 - CONTRACTOR STORAGE, PARKING AND DELIVERIES**

- A. Contractor must provide exterior storage containers when required. Final location of storage container shall be determined by the Owner.
- B. Do not unreasonably encumber the premises with materials and equipment. Do not store material in existing buildings. Store all equipment and materials to allow the Owner's employees to operate and conduct their business safely.
- C. Confine premise storage areas to locations designated by the Owner. Immediately repair or replace damaged facilities to the satisfaction of the Owner and to a condition that existed before the damage occurred as determined by preconstruction photographs, or if photographs are unavailable, to that deemed by the Owner.
- D. No storage materials will be permitted within the buildings at any time during construction.
- E. Storage of chemicals and painting shall be outside the existing or new structures and shall follow manufacturer's guidelines.
- F. Compressed gas containers shall be properly stored and secured per OSHA, to the satisfaction of the Owner. Failure to do so will result in a \$250 back charge, per occurrence.
- G. Contractor shall provide minimum of 48 hours advance written notice to the Owners Construction Representative for deliveries of materials, site visits by inspectors, manufacturers representatives or any other occasion that impacts the use of the site. Contractor shall be responsible for any costs that are incurred by the owner, for failure to meet previously agreed upon appointments or work schedules.
- H. Deliveries sent to the Owner will not be signed for or unloaded by the Owner. They will be directed to the construction site and if no employee is on site, the delivery will be rejected, at the contractor's expense.
- I. Night deliveries of equipment (past the designated quitting time) will not be permitted. Do not schedule trucking companies to deliver equipment or wait for the job site to open. Delivery trucks

shall not obstruct the site entrance, shall not sit within the neighborhood causing an obstruction or perceived nuisance, nor be left idling on or off the site for any period of time.

- J. Parking shall be in the designated areas of the site only. All automotive type vehicles are to be locked when parked or unattended to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place. Any vehicles or trucks in non-designated areas may be towed at contractor's expense.

#### **1.05 – WORK HOURS, EMPLOYEE CONDUCT AND EMPLOYEE REQUIREMENTS**

- A. The Contractor will be permitted to schedule working days and hours as specified in the General Terms and Conditions, if no times are specified therein then the work hours shall be Monday – Friday 7:00 am -4:30 pm.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site.
- C. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- D. Employees shall not converse with local residents or Owner's employees.
- E. Any employee found under the influence of any drug or alcohol will be banned from the site.

#### **1.06 - CONTRACT REQUIREMENTS RELATED TO MAINTAINING OWNER'S CURRENT OPERATIONS AND EXCESS INSPECTION REQUIRED**

- A. The Contractor shall schedule working days and hours as specified. The Contractor shall pay all excess costs for inspection services provided by the Owner/Engineer/Architect for working beyond the times specified.
- B. The hourly rate paid for inspection services beyond normal working hours shall be at a maximum billing rate of \$180 per hour, which shall be used to compute the overtime hourly charge.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 – GENERAL****1.01 – SECTION INCLUDES**

- A. This Section includes the requirements for substitution of specified products during construction.
- B. *The Engineer/Architect will consider requests for substitutions only **prior to the bid.***
- C. Only products not specifically named in the bid are eligible for substitution in accordance with the requirements contained herein these specifications.
- D. Products named by the Bidder, at the time of bid, shall be furnished and installed and substitutions will not be considered by the Owner/Engineer/Architect for those products named in the bid.

**1.02 - CONTRACTOR'S OPTIONS**

- A. For products specified only by reference standard, select any product meeting that standard.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with the Specifications.
- C. Where products are not named, then submit products that meet the specifications.

**PART 2 - PRODUCTS****2.01 - SUBSTITUTIONS**

- A. Name - The Drawings and Specifications list acceptable manufacturers, commercial names, trademarks, brands and other product, material and equipment designations. Such names are provided to establish the required type, quality and other salient requirements of procurement.
- B. Equals - An item equal to that named or described on the Drawings or in the Specifications may be provided by Contractor if accepted by the Engineer/Architect.
- C. A request for product substitution constitutes a representation that the Contractor:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Shall provide the same warranty for the Substitution as for the specified Product.

3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
  5. Shall reimburse the Owner and the Engineer/Architect for review or redesign services associated with re-approval by authorities.
  6. Shall reimburse the Owner for all additional engineering and/or architectural services claimed by the Engineer/Architect for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer/Architect's professional services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
1. The Contractor shall submit the Request for SUBSTITUTION FORM for consideration including all required information.
  2. The Contractor shall use the form included within this Section.
  3. All forms shall be type written.
  4. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
- F. The burden to prove product equivalence rests on the Contractor.
- G. The Engineer/Architect will notify Contractor in writing of decision to accept or reject request and at that time the Contractor can make a formal submittal in accordance with the requirements contained in Section 013300.
- H. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

**PART 3 - EXECUTION**

Not Used

**This space left intentionally blank.**

**REQUEST FOR SUBSTITUTION FORM**

Project: \_\_\_\_\_ Substitution Request  
Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

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

H2M Project Number: \_\_\_\_\_ Owner: \_\_\_\_\_

Contract Name: \_\_\_\_\_ Contract No. \_\_\_\_\_

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

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Drawing No(s): \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_

Trade Name: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

History:  New product  2-5 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product:

Point-by-point comparative data attached

---

Reason for not providing specified item (Attach separate sheet if necessary):

**Typical Similar Installation:**

Project:

---

Engineer/Architect:

---

Address:

---

Owner:

---

Date Installed:

---

Submit complete installation list on separate sheets.

---

Proposed substitution affects other parts of Work:  No  Yes

Explain:

Gross Savings to Owner for accepting substitution: \$ \_\_\_\_\_

Proposed substitution changes Contract Time:  No  Yes

Add / deduct (circle): \_\_\_\_\_ days

Supporting data attached for evaluation of the proposed substitution:

Product Data  Photos  Drawings  Tests  Reports  Samples

Other

(explain): \_\_\_\_\_

---

Attached data includes description, specifications, drawings, photographs, performance and test data adequate for evaluation of request; applicable portions of data are clearly identified.

Attached data also includes a description of changes to Contract Documents that proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. Proposed Substitution has been fully checked and coordinated with Contract Documents.
2. Proposed Substitution does not affect dimensions shown on Drawings.
3. The undersigned will pay for changes to building design, including Architectural and Engineering design, detailing, and construction costs caused by requested Substitution.
4. Proposed Substitution will have no adverse affect on the construction schedule, or specified warranty requirements.
5. Maintenance and service parts will be locally available for proposed substitution.
6. The undersigned further states that the function, appearance, and quality of proposed Substitution are equivalent or superior to specified item.

This request for product substitution also constitutes a representation that I, as the Contractor:

1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
2. Shall provide the same warranty for the Substitution as for the specified Product.
3. Shall coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Shall reimburse the Owner and the Engineer/Architect for review or redesign services associated with re-approval by authorities.
6. Shall reimburse the Owner for all additional engineering/architectural services claimed by the Engineer/Architect for extra services associated with the review of the Contractor's substituted item since it could not have been originally included in the Engineer/Architect's professional services agreement. Reimbursement shall be based on the man-hours expended, at current billing rates.

---

Contractor's Authorized Representative  
(Typewritten):

---

Authorized Signature:

---

Date:

---

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. This Section specifies the requirements for making submissions for the project. Electronic submissions will be required unless expressly noted otherwise.

**1.02 - IDENTIFICATION OF SUBMITTALS**

- A. Each and every submission shall be provided by the Contractor.
- B. Each individual submittal shall be identified with a submission log number designated by the contractor.
- C. It is incumbent on the Contractor to initially assign the submission log number designation to each submission. Submissions not containing a log number will be returned to the Contractor unreviewed by the Engineer/Architect.

**1.03 - TIMING OF SUBMITTALS**

- A. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Engineer/Architect will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Submissions may be returned reviewed, unreviewed, rejected, returned conditioned upon submission of related items, or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning, rejecting or disapproval of submissions or other similar circumstances are possible and are deemed "avoidable delays". Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.
- D. ***All*** submittals requiring Engineer/Architect's review as required under the technical specifications of these documents shall be submitted within **FIFTEEN (15)** consecutive calendar days after the date of the Notice to Proceed. An amount of **\$250** per calendar day shall be deducted from payment due the Contractor for ***each*** day that an outstanding submittal exists, said amount being the cost associated with the Engineer/Architect's review.

- E. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Engineer/Architect, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time.

#### **1.04 - DESTINATION OF SUBMITTALS**

- A. Each submission of documents shall be accompanied by a transmittal form containing the name of the project, the contract name, the Engineer/Architect's project manager, a submittal ID number, and a description of content for the submitted items.
- B. Electronic submittals shall be transmitted through the Newforma® Project Center website or by email, pending instruction by the Engineer. H2M architects + engineers is using a project information application called Newforma® Project Center. One of its components is Newforma Info Exchange, a web application that facilitates sending and sharing transmittals, and file sharing.

As an external team member on this project the Contractor will be required to access the H2M architects + engineers/Newforma Info Exchange website for information related to the project, including file transfers, RFI, Submittals, Action Items, and project Calendar information. You will have access to this website using any internet-capable computer running Internet Explorer or Firefox. All data transmitted through the H2M architects + engineers/Newforma Info Exchange website is encrypted and logged. Further instructions will be provided to the Contractor after the contract is awarded.

- C. Other submissions, such as material samples or other items as instructed by the Engineer, shall be sent to the Engineer/Architect's office as follows:

**H2M architects + engineers**  
**538 Broad Hollow Road, 4th Floor East**  
**Melville, New York 11747 - 5076**  
**Attention: H2M Project Manager**

#### **1.05 - CLARITY OF SUBMITTALS**

- A. All printed materials shall be neat, clean, professionally drafted by computer, clear, legible, and of such quality that they can be easily reproduced by normal photocopying machines.
- B. All electronic submittals shall be produced with a minimum resolution of 300 dpi.
- C. Binders of information shall be separated into groups, subsystems, or similar equipment/function. Copies not conforming to this paragraph will be returned to the Contractor without the Engineer/Architect's review.

**1.06 - CONTRACTOR'S REPRESENTATION**

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site.
- B. Every SUBMISSION TRANSMITTAL FORM shall contain the Contractor's approval stamp and date showing that the submittal has been approved by the Contractor. The Engineer/Architect will not review submittals that have not yet been reviewed and approved by the Contractor.

**1.07 - ENGINEER/ARCHITECT'S REVIEW**

- A. Engineer/Architect will review and comment on each submission conforming to the requirements of this Section.
  - 1. Engineer/Architect's review will be for conformance with the design concept of the project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, laying lengths, tolerances, interference's, for coordinating the work by others or subcontractors.
  - 2. The Engineer/Architect's review of a separate item, or portion of a system, does not represent a review of an assembly or system in which the item functions.
- B. The Engineer/Architect will mark submittals as follows:
  - 1. NO EXCEPTION TAKEN (A) - No corrections, no marks. The content of this submittal has been reviewed by the Engineer/Architect and been found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the work in accordance with the Contract Documents.
  - 2. MAKE CORRECTIONS NOTED (B) - Minor amount of corrections. The content of this submittal has been reviewed by the Engineer/Architect and has been found in general to be in compliance with the Contract Documents. The notations made on the submittal by the Engineer/Architect shall be incorporated into the work in accordance with the terms and conditions of the Contract Documents. No further submission of this submittal is required.

3. AMEND AND RESUBMIT (C) - The content of this submittal has been reviewed by the Engineer/Architect and this review has determined that additional data and/or modification to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and revised in accordance with the Engineer/Architect's comments and resubmitted to the Engineer/Architect for review. The information contained on the resubmittal shall not be incorporated into the work until the submittal is returned to the Contractor marked "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED".
  4. REJECTED (D) - The content of this submittal has been reviewed by the Engineer/Architect and has been determined not to be in accordance with the requirements contained in the Contract Document and requires too many corrections or other justifiable reason. The submittal shall be corrected and resubmitted or a submittal of an alternate shall be provided. No items are to be fabricated under this mark.
  5. SUBMIT SPECIFIED ITEM (E) - The content of this submittal has been reviewed by the Engineer/Architect and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. The Contractor shall submit another submittal for this portion of the work, which complies with the Contract Documents.
  6. RECEIVED (R) - This submittal is accepted on the project and filed for record purposes only, in accordance with the terms and conditions of the Contract Documents. Documents marked "RECEIVED" will not be returned.
- C. No payment will be made on any item for which a submission is required if such submission:
1. has not been made,
  2. has been made but was not stamped "No Exceptions Taken" by Engineer/Architect,
  3. has been made and stamped "Make Corrections Noted", but contractor has not complied with Engineer/Architect's notes marked on the submittal,
  4. has been made and stamped "No Exceptions Taken", but item provided does not conform to the shop drawing nor to the Contract Documents.
- D. Submittals not required by these specifications will not be recognized or processed.
- E. Provide an 8-inch by 10-inch space for the Engineer/Architect's review stamp.

**1.08 - RESUBMISSIONS**

- A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until found in compliance with the Contract Documents.
- B. On, or with, re-submittals, clearly describe revisions and changes made, other than the corrections requested by Engineer/Architect, which did not appear on the previous submissions.
- C. Resubmissions of shop drawings shall be performed within **SEVEN (7)** consecutive calendar days upon receipt of shop drawing with the Engineer's comments. An amount of **\$250** per calendar day shall be deducted from payment due the Contractor for ***each*** day that an outstanding submittal exists, said amount being the cost associated with the Engineer/Architect's review.

**1.09 - CONTRACTOR'S RESPONSIBILITIES**

- A. Engineer/Architect's review of submittals shall not relieve the Contractor of his/her responsibility for any deviation from the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Engineer/Architect has found the submission in general compliance with the Contract Documents.
- C. The Contractor shall provide written notification of any specification or drawing deviation.

**1.10 - EXCESS COSTS FOR ENGINEERING/ARCHITECTURAL SERVICES**

- A. The Owner will charge to the Contractor, and will deduct from the partial and final payments due the Contractor, all excess engineering and architectural expenses incurred by the Owner for extra services (work) conducted or undertaken by the Engineer/Architect as stipulated below:
  - 1. Services and other similar charges because of the Contractor's errors, omissions, or failures to conform to the requirements of the Contract Documents as related to administrative charges associated with non-compliance with the requirements for making project submissions.
  - 2. Services and other similar charges required to examine and evaluate any changes or alternates proposed by the Contractor and which may vary from the Contract Documents.
  - 3. Services and other similar charges as a result of the Contractor's proposed substitution of materials, equipment or products which require a redesign of any portion of the project, as contained in the Contract Documents at the time of bid.

4. Services and other similar charges as a result of the Contractor's proposed substitution of products which require an engineering and/or architectural evaluation, beyond the time stipulated in Section 012500, to determine if the substituted product is equal to that specified.
5. Services and other similar charges as a result of changes by the Contractor to dimensions, weights, sizes, voltages, phase, horsepower, materials of construction, and similar physical or operating characteristics of the product furnished which require redesign of the project in any way.
6. Services and other similar charges for the review of resubmissions of shop drawings that have been marked as "No Exceptions Taken" or "Make Corrections Noted".
7. Services and other similar charges for the review of shop drawings submitted more than two (2) times for the same product or portion of the work.

#### **1.11 - MISCELLANEOUS SUBMITTALS**

- A. Provide a Fabrication and Delivery Schedule within seven (7) calendar days from the date of the Notice to Proceed.

#### **1.12 - SUBCONTRACTOR LIST**

- A. The Contractor shall submit, on AIA Form G805, within FIFTEEN (15) calendar days after the date of the Notice to Proceed, a list of all subcontractors, including the names of the major subcontractors that were submitted at the time of the bid.

#### **1.13 - MATERIAL SAFETY DATA SHEETS (MSDS)**

- A. Comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.
- B. Any product or substance used by the Contractor or its subcontractors which is listed in Subpart Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous Substances" shall be identified to the Owner/Engineer/Architect by the Contractor's submission of a standard Material Safety Data Sheet (MSDS) in accordance with "Right To Know" requirements.
- C. Products will not be permitted to be kept on site without a MSDS.

**1.14 - SHOP DRAWINGS**

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required by the specifications.
- B. Submit each shop and layout drawing to Engineer/Architect.
- C. Submit one (1) electronic copy of each standard drawing, catalog cut, or other material. All shop drawings or submittals that are not in the standard 8-1/2" x 11" format shall be submitted both electronically and in paper. Samples shall be delivered directly to the office of the Engineer/Architect. The Engineer/Architect will return an electronic copy of each submittal once reviewed.
- D. Subcontractors shall submit shop drawings directly to the Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents.
  - 1. Return submittals which are found to be inaccurate or in error.
  - 2. Do not submit to the Engineer/Architect until all corrections have been made.
- E. Clearly show the relationship of the various parts of the project and where the information provided on the submission depends upon field measurements and existing conditions.
- F. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Engineer/Architect.
- G. Submissions for a single item, or group of related items shall be complete.
- H. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.
- I. If the shop drawings contain any departures from the contract requirements, specifically describe them in the letter of transmittal.
  - 1. Where such departures require revisions to layouts, structural, architectural, electrical, HVAC or any other changes to the work as shown, Contractor shall, at his own expense, prepare and submit revised drawings accordingly.
  - 2. Make drawings the same size as the Contract Drawings and to the same scale.

**1.15 - SAMPLES**

- A. Where required, or where requested by the Engineer/Architect, submit sample or test specimens of materials to be used or offered for use.
  - 1. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Engineer/Architect, prepaid, along with identification as to their sources and types of grades.
  - 2. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked for conformance with the design and for compliance with the Contract Documents.
- C. Work shall be in accordance with the approved sample. The use of materials or equipment for which samples are requested or required to be submitted is not permitted until such time that the Engineer/Architect has completed his review.

**1.16 - MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer/Architect.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Provide manufacturer's instructions with shop drawings.

**1.17 - CERTIFICATIONS**

- A. Submit certifications of compliance indicated in the Contract Documents.
- B. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these specifications.

**1.18 - COLORS AND PATTERNS**

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Engineer/Architect's and Owner's review and selection.

**1.19 - TEST RESULTS AND INSTALLATION**

- A. Whenever field startup services are specified, the Contractor shall obtain from the manufacturer and submit to the Engineer/Architect Manufacturer Startup Reports (MSR's). The report shall detail the results of the field visit and all special conditions resulting from the startup.
- B. Whenever field or factory tests are required on materials, equipment and systems, such tests shall be performed and the test results submitted to Engineer/Architect in the form of a MSR.
- C. Do not deliver to the project or incorporate into the work any materials or equipment for which Engineer/Architect has not completed his review and found same to be in general conformance with the Contract Documents.
- D. Submit MSR's within thirty (30) calendar days after the date of the startup or factory test.

**1.20 - WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS**

- A. Unless otherwise specified, the requirement to submit data and samples for products specified for approval will be waived for products specified by brand name if the specifically named products are furnished for the work. In such cases, the Contractor shall submit Product Data directly to the Engineer/Architect's field representative for information and verification during its incorporation into the work.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Codes
- B. Governing agencies
- C. Permits

**1.02 - CODES**

- A. Comply with the requirements of the various codes referred to in these Specifications. Such codes shall be the date of the latest revision in effect at the time of receiving bids.
- B. If there is a conflict between local, state, and/or Federal regulatory requirements, seek a consultation with the State Department of Labor. Resolve conflicts to the satisfaction of the State Department of Labor prior to commencing work.
- C. Electrical Work: Conform to the requirements of the National Electrical Code (NEC) unless otherwise shown or specified. The Owner will be the sole judge of the interpretation of these rules and requirements.

**1.03 - GOVERNING AGENCIES**

- A. All work shall conform to and be performed in strict accordance with all governing agencies such as, but not limited to:
  - 1. Occupational Safety and Health Act - OSHA
  - 2. State Department of Environmental Conservation
  - 3. State Building Code
  - 4. State Fire Code
  - 5. National Fire Protection Association - NFPA
  - 6. National Electrical Code
  - 7. State Plumbing Code
  - 8. State Energy Code
  - 9. County Department of Health

10. Town Codes, Rules, Laws and Ordinances
11. Sewer District Sewer Use Code
12. Local Water District
13. Electric utility
14. Gas Utility

**1.04 – PERMITS AND INSPECTIONS**

- A. Representatives of the Owner shall have access to the work for inspection purposes. The Contractor shall provide facilities suitable to the Owner to facilitate inspections of the installed work.
- B. Obtain and pay for all permits, fees, licenses, certificates, inspections and other use charges required in connection with the work.

**1.05 – LISTINGS**

- A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark. Alternately, ETL Testing Laboratories, Inc. Product Safety Testing Listing is acceptable if the listed product has been tested to the applicable UL Standard.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. This Section includes the general requirements for products that are to be furnished, installed, or otherwise incorporated into the project.

**1.02 - QUALITY ASSURANCE APPLIES TO ALL PRODUCTS**

- A. In addition to the Contractor's warranties and guarantees on materials and equipment required under the General Conditions of the Contract and the Technical Specifications contained hereinafter, the Contractor shall also be responsible for all materials, equipment, and products that have or is planned to be incorporated into the work.
  - 1. The Contractor shall be responsible for the finished work and that it accurately and completely complies with these Contract Documents.
  - 2. The Contractor shall be responsible for work performed by subcontractors, equipment suppliers, and material vendors.
  - 3. The Contractor shall be satisfied as to the product's performance before it is ordered for installation. At the Contractor's option, he/she shall have tested each product to determine compliance with these specifications.
- B. The Engineer/Architect may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer/Architect in carrying out such checks.
  - 1. Such checking by the Engineer/Architect shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.
  - 2. Such checking is a courtesy service being provided by the Owner and does not relieve the Contractor of his/her responsibilities under this Construction Contract.
- C. If witnessed shop tests or inspections are required at the point of manufacture, the Contractor shall keep the Engineer/Architect advised as to the progress of the work to allow inspection at the proper time and place. Provide at least two (2) weeks advance notice before scheduled shop tests.
- D. Should a dispute arise as to the quality of workmanship, equipment or material performance, then the final decision regarding acceptability with these Contract Documents shall be that of the Owner.

- E. At the request of the Engineer/Architect, the Contractor shall promptly provide the services of a competent representative of the manufacturer at the project site, fully equipped and prepared to answer questions, perform tests, make adjustments and to prove compliance with the Contract Documents free of all additional charges. Proof of compliance shall be the responsibility of the Contractor, and such special visits to the project site by the manufacturer shall not be eligible under any cash allowances or stipulated man-hours necessary to startup the system and/or train the Owner as may be specified in the Technical Specifications.

### **1.03 - QUALITY ASSURANCE - EQUIPMENT**

- A. Erect and install products under the supervision of a competent and experienced superintendent. The method of installation, including anchorage, clearances, and tolerances for rotating assemblies, methods of support for equipment and adjacent piping, shall be as recommended by the equipment manufacturer unless detailed on the Drawings or specified.
- B. All material furnished shall be new, and guaranteed free from defects in workmanship, installation, and design.
- C. Design and fabricate equipment in conformance with ANSI, ASTM, ASME, ASHRAE, IEEE, NEC and NEMA Standards.
  - 1. Equipment shall withstand the stresses that may occur during fabrication, testing, transportation, installation and conditions of operation.
  - 2. Equipment shall comply with the latest OSHA regulations and the ANSI Safety Standards.
- D. Equipment shall be products of manufacturers who produce evidence of their ability to promptly furnish any and all interchangeable replacement parts as may be needed at any time within the expected life of the equipment.
- E. Manufacturers shall also have readily available access to suitable and accurate testing facilities for performing the required shop tests.

## **PART 2 - PRODUCTS**

### **2.01 - MATERIALS AND EQUIPMENT**

- A. Equipment shall have been in successful regular operation under comparable conditions for a period of at least five (5) years.
  - 1. This time requirement does not apply when the manufacturer posts an Owner/Engineer/Architect acceptable Performance Bond or Letter of Credit for the

duration of the time period that will guarantee replacement of the equipment in the event of failure.

2. The bond shall be in a form that is acceptable to the Owner's legal council.
- B. The Owner reserves the right to reject any material or equipment manufacturer who, although he appears to be qualified and meets the technical requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the Owner.
  - C. Whenever it is required that the Contractor furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable on the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required.
  - D. Perform work in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
  - E. Items of any one type of material or equipment shall be the product of a single manufacturer.
    1. For ease of the Owner in maintaining and obtaining service for equipment and for obtaining spare parts from as few places as possible, to the maximum extent possible, use equipment of a single manufacturer.
    2. The Engineer/Architect reserves the right to reject any equipment from various manufacturers if suitable equipment can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.
  - F. Substitute equipment shall not be fabricated nor installed until after written decision to accept request is received from the Engineer/Architect.

## 2.02 - NAMEPLATES

- A. Each unit of equipment shall have the manufacturer's name or trademark on a stainless steel nameplate securely affixed in a conspicuous place.
- B. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment.
- C. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the nameplate.

**2.03 - FABRICATIONS**

- A. Insofar as possible, shop prefabricate all items complete and ready for installation.
- B. Accurately fabricate all items to the details shown on the Drawings and on the shop drawings found in compliance with the Contract Documents.

**PART 3 - EXECUTION****3.01 - PREPARATION**

- A. Prior to work under any Section, carefully inspect the work of all other prime trades and verify that all such work is in conformance with the Contract Documents and is complete to the point where the work under that Section may properly commence.
- B. Avoid the need to remove and replace work and to avoid unnecessary cutting and patching.
- C. Inspect all surfaces to be sure that they have been properly prepared before applying new work to such surfaces.
- D. Verify that all work can be installed in strict accordance with the drawings and the approved shop drawings. Immediately report discrepancies to Engineer/Architect.
- E. Do not proceed with the work under any Section until these conditions are obtained.

**3.02 - INSTALLATION**

- A. Furnish and install materials and equipment in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.
- B. All work shall be done in a workmanlike manner and set to proper lines and grades. The work shall be square, plumb and/or level as the case may be.
- C. Where performance criteria are specified, do all work necessary to attain the required end results.

**3.03 - FIELD QUALITY CONTROL**

- A. Neither observations by Engineer/Architect nor inspections, tests or approvals by other persons shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some

public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Engineer/Architect with the required certificates of inspection, testing or approval.

- C. The Owner reserves the right to independently perform laboratory tests on random samples of material or performance tests on equipment delivered to the site.
  - 1. These tests, if made, will be conducted in accordance with the appropriate referenced standards or specification requirements.
  - 2. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements.
  - 3. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to Owner.

#### **3.04 - ADJUST AND CLEAN**

- A. Upon the completion of installations, and as a condition of its acceptance, visually inspect all work, adjust all components for proper alignment and touch-up abrasions and scratches to make them completely invisible.
- B. Thoroughly examine all materials and equipment with protective or decorative finishes for defects and damage prior to being covered.
  - 1. In the case of buried items of work, restore protective surface covers so as to conform to the Contract Documents prior to being backfilled, buried or embedded, as the case may be.
  - 2. In the case of exposed items of work, for which a decorative finish is required, all scratches, discoloration's, unmatched colors, disfigurations and damages shall be repaired and touched-up so as to provide a neat, clean finish, and be uniform in color.

#### **3.05 - DEFECTIVE WORK**

- A. The repair, removal, replacement and correction of defective work is a part of this Contract and shall be promptly performed in accordance with the requirements set forth in the General Conditions or other portions of the Contract Documents. All costs in connection with the correction of defective work shall be borne by the Contractor.

- B. Products that fail to maintain the performance or other salient requirements of the Contract Documents, shows undue wear, or other deleterious effects during the maintenance period, shall be considered defective.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. The Section includes the transportation, handling, storage and protection of products that are to be incorporated into the work.
- B. The procedures for turning equipment over to the Owner for installation by others is also included herein.

**1.02 - GENERAL**

- A. Items shall be delivered as complete assemblies direct from the manufacturer with all internal wiring, piping, valving, and control devices intact except where partial disassembly is required by transportation regulations, protection of components, or where physical constraints may exist or be created for the setting of the item.
- B. Coordinate the disassembly and reassembly requirements with the manufacturer. Determine the need and extent of reassembly prior to bid.
  - 1. All labor, material and equipment costs associated with the disassembly and reassembly of the product shall be included in the Contract Price.
  - 2. Where reassembly of equipment is necessary, then the manufacturer shall provide reassembly instruction at the project site.
  - 3. A technician shall be present during the entire reassembly procedure and the manufacturer shall certify, in writing, that the unit was reassembled properly in accordance with instructions provided by the manufacturer and that all as-specified warranties remain in effect.
  - 4. The manufacturer's reassembly inspection time shall be in addition to the field service time specified and shall be included in the Contract Price. This time shall not be eligible for payment under any cash allowance item.
- C. In the case where equipment is to be installed by others, then the supplying contractor shall be responsible for it's reassembly. If reassembly is necessary and the unit(s) are to be set inside an enclosure or building, reassemble the equipment inside said enclosure. The equipment once reassembled shall be turned over to the installing contractor as specified below.

**1.03 - PACKING**

- A. Transport products in containers, crates, boxes or similar means such that the products are protected against damage that may occur during transportation.
- B. All parts shall be packaged separately or in container where parts of similar systems are grouped.
- C. Part numbers shall be indicated on the individual part. Use indelible ink to mark part numbers.
- D. All equipment shipments shall be included with a parts list showing a description (name) of the part and the manufacturer's part number.
  - 1. The parts list shall be shipped in a plastic zippered envelope with the words "Parts List" lettered on it in indelible ink.
  - 2. The parts list shall be placed inside the shipping container so that it is on the top of the contents.
- E. Equipment shall be shipped with storage, handling and installation instructions.
  - 1. The Engineer/Architect reserves the right to withhold payment for equipment delivered to the site until such time as the storage, handling and installation instructions are supplied by the manufacturer.
  - 2. In the case where operation and maintenance manuals have been provided by the manufacturer, which includes the installation instructions, then the installation instructions shall also be included with the equipment shipment.
- F. Delicate instruments and devices, reagents, chemicals, and glassware shall be shipped in packaging normally provided by the manufacturer.
- G. The Contractor shall require the manufacturer to be responsible for the proper packing of all products.

**1.04 - SHIPPING AND DELIVERY**

- A. Product deliveries shall be accompanied with a bill of lading indicating the place of origination and the Contractor's purchase order number.
- B. Inspect shipments immediately upon delivery, to assure compliance with requirements of the Contract Documents and those products are undamaged.
- C. Promptly remove damaged material and unsuitable items from the job site.

- D. Provide equipment and personnel to handle products by methods to prevent soiling; disfigurement or damage.

#### **1.05 - STORAGE**

- A. Store sensitive products and all spare parts in weather tight, climate controlled enclosures in an environment favorable to product.
- B. Store and protect products in accordance with the manufacturer's instructions.
- C. All other products that are to be installed underground or products such as pipe, valves, and fittings shall be stored outdoors but shall be blocked off the ground and covered with impervious sheet coverings.
- D. Store fabricated products above the ground on blocking or skids.
- E. Store loose granular materials in well-drained areas on solid surfaces to prevent mixing with foreign matter.
- F. Provide adequate ventilation to avoid condensation.
- G. In accordance with manufacturer's instructions protect bearings, couplings, shafts, rotating components, and assemblies. Protection of said equipment shall be continuous until the time the equipment is placed into permanent service.
- H. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- I. Do not store volatile liquids in any building on site.
- J. Storage of products shall be the responsibility of the supplying contractor. The installing contractor shall take all necessary precautions to protect the equipment being furnished by others.
- K. Store with seals and labels intact and legible.

#### **1.06 - EQUIPMENT INSTALLED BY OTHERS**

- A. All products, except products noted on the Drawings or specified, shall be furnished and installed under this Contract.

1. Only noted or specified products shall be furnished under this Contract for installation by others.
  2. If it is not noted on the Drawings or specified, then the product shall be furnished and installed under the Contract.
- B. The Contractor shall furnish these products to the Owner. These products shall be stored as specified above.
- C. The Owner will then advise the installing contractor that the product(s) are ready for installation.
1. In the case where the product is stored in a proper enclosure, but not stored inside the building to be constructed under this project, then the installing contractor shall move the product into the building to a location adjacent to the final location shown on the Drawings.
  2. In all cases, the installing contractor shall be responsible for moving from storage, uncrating, anchoring, mounting and installing the product as required by the Contract Documents.
- D. The Contractor and installing contractor(s) shall be present at the time the equipment is turned over to the Owner. Immediately thereafter, the Owner will turn the product over to the installing contractor for installation.
- E. The Owner, Contractor, Engineer/Architect and the installing contractor shall inspect the condition of the product at this time.
1. Any defects in the product will be noted and the Contractor will be advised to make all repairs immediately.
  2. The installing contractor shall still be required to install the product if the damage is deemed cosmetic by the Engineer/Architect.
  3. The manufacturer's installation instructions or wiring diagram shall be turned over to the installing contractor at this time by the Contractor.
  4. Any damage occurring to the product during moving, setting and mounting the unit(s) shall be the responsibility of the installing contractor.
  5. The Contractor is advised to take photographs to document the condition prior to it being turned over to the installing contractor.
  6. The installing contractor is advised to take photographs to document the condition prior to its acceptance.

- F. The supplied unit(s) remain the property of the Contractor until final acceptance of the work.
- G. Any damage caused to the unit(s) due to improper installation, workmanship, and non-compliance with the manufacturer's written installation instructions shall be the responsibility of the contractor who caused said damage. The burden of proof shall rest with the supplying Contractor.
- H. In the event the Contractor discovers misuse, abuse or improper installation of the unit(s) by the installing contractor, then he shall immediately notify the Engineer/Architect in writing. The Engineer/Architect will investigate the accusations and make a determination. The Engineer/Architect's determination shall be binding and agreed to by both parties.
- I. If the Engineer/Architect's determination substantiates the accusations of the Contractor, then the Contractor shall install the unit(s), the costs for which will be paid for as extra work. All costs associated with the extra work change order, including engineering/architectural and attorney fees of the Owner and Contractor will be deducted from money due the installing contractor.

#### **1.07 - PROTECTION OF WORK**

- A. The Contractor shall protect the installed work. All costs for protection shall be borne by the Contractor. Provide coverings as necessary to protect installed products from damage, from traffic and subsequent construction operations. Remove when no longer needed.
- B. Cover and protect equipment from dust, moisture or physical damage. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- C. Additional time required to secure replacements and to make repairs will not be considered by the Engineer/Architect to justify any extension in the Contract Time of Completion. In the event of the damage, promptly make replacement and repairs to the approval of the Engineer/Architect at no additional costs.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

|

**PART 1 - GENERAL**

**1.01 - SUBMITTALS**

- A. Submit the following documents to the Engineer/Architect before Substantial Completion:
  - 1. Operations and Maintenance Manuals prepared in accordance with Section 017823 and be updated as a result of start-up activities.
  - 2. Manufacturer's Start-up Reports (MSR's) for all equipment and systems where manufacturer field time is specified.
    - a. Each MSR shall be signed by the field technician(s) who attended the start-up.
    - b. If the manufacturer is taking exception to the installation or if the warranty is voided, he shall provide a statement to that effect and provide reasons and justification to explain the company's position.
  - 3. One binder containing original counterparts of all warranties, guarantees, bonds, or affidavits as specified in the Technical Specification Sections. These documents shall contain the original signatures and be placed in a plastic sheet protector, one document per protector.
- B. Submit the following items to the Engineer/Architect with the final application for payment:
  - 1. Final Payment approved by the Engineer/Architect for Contractor's execution showing final amount of Contract including change orders.
  - 2. Maintenance Bond prepared in accordance with the Contract or General Conditions.
- C. All documents shall be complete, signed, dated, and notarized (where applicable) and be subject to the Engineer/Architect's acknowledgment of receipt or approval.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. This Section specifies the requirements for Operations and Maintenance Manuals required to be prepared by system suppliers and equipment manufacturers.
- B. The Contractor shall submit Operations and Maintenance Manuals for all equipment.
- C. Where the technical specifications call for the submission of manuals, said manuals shall be prepared in accordance with the requirements contained herein. It being understood that manuals shall be submitted for all equipment even if it is not specifically called out in the specifications.

**1.02 - MANUAL CONTENTS AND FORMAT**

- A. All Operations and Maintenance Manuals shall be as specified hereinafter.
- B. The binder shall be 8 1/2" x 11", metal hinge, vinyl, large capacity. It shall show the name of the manufacturer or supplier and project name on the spine of the binder.
- C. A cover shall be provided showing the names of the Owner, Engineer/Architect, Contractor, and Manufacturer.
  - 1. It shall show the Contractor's order number and manufacturer's project number.
  - 2. The address of the manufacturer, service station telephone number, project title, contract number, and year shall also be shown.
- D. Provide tabbed color dividers for each separate product and system.
  - 1. The name of the product shall be typed on the tab.
  - 2. A separate tab shall also be provided for information such as troubleshooting instructions, spare parts list, etc.
- E. An index shall be provided in the back of the binder, with a separate tab, providing a quick way for the operator to find key and important topics contained in the manual.
- F. A separate listing for all charts, graphs, tables, figures and shop drawings shall be provided directly following the table of contents.
- G. Each manual shall contain one (1) copy of all shop drawings deemed in compliance with the Contract Documents by the Engineer/Architect submitted for the equipment or system for which the manual is prepared.

1. Only these shop drawings shall be included in the manual.
  2. All shop drawings larger than 8 1/2" x 11" shall be folded and placed in a heavy duty, top loading plastic sheet protector with the title of the drawing showing; one (1) drawing per protector page.
- H. For systems being furnished with control panels, each manual shall contain a catalog cut for every electrical device installed inside the control panel or motor control center.
- I. Where manuals are prepared for treatment systems for water or wastewater, a process chapter, written in plain language for the operators, shall be prepared by the manufacturer providing the following:
1. A general discussion regarding the theory of the process.
  2. A specific discussion relating the theory to the project as designed and constructed. Provide capacities, sizes, loading rates, application criteria, design values, and design assumptions.
  3. Provide model numbers for equipment comprising the system.
  4. Provide figures, tables, and graphs to assist the operator in understanding the operation of the treatment system.
  5. Where operator interfaces are provided, provide step-by-step instructions for changing a process control variable such as set points.
    - a. The instructions shall be numbered and written such as "press", "hold" "scroll", etc.
    - b. Each operator interface instruction sheet shall be laminated and placed in the binder.
    - c. Another laminated sheet shall be provided and placed inside the control panel.
- J. Each manual shall contain the following as a minimum:
1. Table of contents
  2. Final version of the warranty statement approved by the Engineer/Architect
  3. Nameplate data of each component, year of installation, contract number and specification number
  4. Name, address and telephone number of the manufacturer and the manufacturer's local representative(s)

5. Installation instructions
  6. Operation instructions including adjustments, the interrelation of components and the control sequence describing break-in, start-up, operation and shutdown
  7. Emergency operating instructions and capabilities
  8. Maintenance requirements include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjusting, balancing, and checking instructions
  9. Troubleshooting guide and corrective maintenance (repair) procedures for all electrical and mechanical equipment. These guides shall list the most frequent and common problems, together with the symptoms, possible causes of the trouble, and remedies
  10. Drawings (pictures or exploded views) which clearly depict and identify each part, suitable for assembly and disassembly of entire system and each component
  11. Wiring and control diagrams, if applicable
  12. Panelboard circuit directories including electrical service characteristics, if applicable
  13. Part list with current prices; ordering information; and recommended quantities of spare parts to be maintained in storage
  14. Charts of valve tag numbers, with location and function of each valve, keyed to the process and instrumentation diagram prepared as part of the Contract Documents
  15. Name, address, and telephone number of nearest parts supply house and nearest authorized repair service center.
  16. List of recommended spare parts and the recommended number of each per unit and per group of units.
- K. Submit one electronic copy of a preliminary draft manual at least fourteen (14) calendar days prior to the date set for start-up.
1. The Engineer/Architect will review the manual for content and compliance with these specifications.
  2. Written comments will be provided, but the manual will not be returned.
  3. Manual will be used at start-up, to record changes that should be made to the final manual.
- L. Two (2) weeks after the date the unit was placed into service and the Owner has gained beneficial use, submit two (2) hard copies and one electronic copy of the final updated Operations and

Maintenance Manual. Refer to Section 017500 - Starting and Adjusting for requirements related to updating the manual(s).

- M. Where installation instructions are not included with the manual, they shall be shipped at least ten (10) days prior to the date the equipment is scheduled for installation.

**1.03 - RETAINAGE**

- A. The Engineer/Architect will retain from payment due the Contractor, for failure to submit manuals as specified, an amount equal to 5% of the scheduled value for the equipment or system for which the manual applies. This Contract requirement only applies when a manual is specified to be provided in the Technical Specifications for a particular system or piece of equipment.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Work of this Section includes the requirements for demonstrating and training of installed systems, equipment, and products.
- B. Manufacturer field services and the credit for unused service time is also included herein.

**1.02 - MANUFACTURER'S FIELD SERVICES**

- A. When specified in individual specification sections require field services to be provided, said services shall be provided by qualified, authorized and factory trained representative(s) of the manufacturer (supplier).
- B. Field services shall generally consist of:
  - 1. installation supervision,
  - 2. verify terms of the manufacturer's warranty,
  - 3. equipment and system calibration,
  - 4. startup supervision,
  - 5. and operation and maintenance instructions to the Owner's employees.
- C. Such services do not include service time to correct a factory fault, correct problems resulting from a factory wiring or control logic error, or errors caused by poor or improper installation by the Contractor.
- D. Sale representatives are not acceptable.
- E. The time specified to be provided under the specification sections shall be exclusive of travel time to and from the facility or site. For the purposes of this Contract, one (1) day shall be defined as eight (8) hours exclusive of breaks or mealtime.
- F. The times specified to be provided by the manufacturer does not relieve the manufacturer from providing sufficient service time to place the equipment or systems into satisfactory operation and to obtain the specified performance. The manufacturer shall provide, as a minimum, the times specified in the Specification Sections.
- G. If for any reason, the specified service days are not used, then the Owner shall receive a credit equal to **\$500.00 (FIVE HUNDRED DOLLARS AND ZERO CENTS)** for each unused field service

day specified. The Contractor shall include, as a minimum, **\$2,000 (TWO THOUSAND DOLLARS AND ZERO CENTS)** in the amount bid for manufacturer supplied field service for equipment furnished and installed under Contract V.

- H. A change order to the Contract reducing the Contract Price, by the dollar amount equivalent to the unused field service days, will be issued.
- I. Submit manufacturers' startup reports (MSR's) in accordance with the requirements contained in Section 013300 - Submittals.

### 1.03 - SUBMITTALS

- A. The Contractor shall prepare a list of all manufacturer specified field time required by the technical specifications. Compile this summary listing and submit it to the Engineer/Architect for review in accordance with the requirements contained in Section 013300.
- B. Manufacturer's Startup Reports

### 1.04 - QUALITY CONTROL

- A. The Contractor shall adhere to all instructions provided by the manufacturer's authorized representative.
- B. All verbal instructions necessary to satisfy performance of the equipment or the system shall be immediately provided by the Contractor. The manufacturer shall document all verbal orders in writing at a time suitable to the Contractor.
- C. All written instructions provided in operation, maintenance, and installation guides and manuals, provided by the manufacturer of such equipment and or system, shall be complied with by the Contractor.
- D. The Contractor shall comply with all manufacturer requirements such that written or implied warranties remain in full force during the time period so specified elsewhere in the technical specifications.
- E. Should manufacturer's instructions conflict with Contract Documents, request clarification from Engineer/Architect before proceeding.
- F. Actions and/or non performance by the Contractor that may void manufacturer warranties shall not constitute a release of the specified warranty, and all warranty claims made by the Owner shall be paid for by the Contractor as if the manufacturer's warranty was still in effect.

**1.05 - SCHEDULING - FIELD SERVICES**

- A. The Contractor shall arrange field service on dates acceptable to the Owner and Engineer/Architect.
- B. The service visits shall be scheduled at least two (2) weeks in advance so that the Owner and Engineer/Architect can adequately staff the date.
- C. Operator training will not be allowed until such time as the Manufacturer's Operation and Maintenance Manuals have been supplied and approved by the Engineer/Architect.
  - 1. The field service technician shall review the contents of the manual with designated employees of the Owner.
  - 2. Field services will not be deemed provided until the MSR is provided.

**1.06 - DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.
- B. Utilize manufacturer's and vendor's Operation and Maintenance Manuals as basis for instruction. Review contents of the manual with the Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of the equipment or of the system.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. The Contractor shall arrange to have the manufacturer's Operation and Maintenance Manuals updated with information that has been added during start-up activities.
- F. The final manual shall contain the most recent information and reflect all operational and maintenance aspects of the final installed and functioning system or equipment component of the system.
- G. Any changes to control panel wiring diagrams or interconnection wiring schematics shall be made and new prints provided as an update to previously approved manuals.
- H. Manufacturer field time shall be as specified in individual Sections of the Technical Specifications.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**PART 1 - GENERAL**

**1.01 - SECTION INCLUDES**

- A. Surface preparation
- B. Interior and Exterior coatings

**1.02 - RELATED SECTIONS**

- A. Section 013300 – Submittals
- B. Section 016100 – Basic Product Requirements
- C. Section 016500 – Product Delivery, Storage and Handling
- D. Section 466316 – Modular Ion Exchange Treatment System

**1.03 - REFERENCES**

- A. ANSI/NSF 61 - Drinking Water System Components - Health Effects
- B. AWWA – C115 – Standard for Flanged Pipe
- C. NACE No. 2/SSPC SP10 - Near-white Blast Cleaning.
- D. NACE No. 3/SSPC SP6 - Commercial Blast Cleaning.
- E. SSPC PA – 1 – Shop, Field, and Maintenance Painting of Steel
- F. SSPC PA 2 – Method for Measuring of Dry Paint Thickness with Magnetic Gages
- G. SSPC VOL 1 - Good Painting Practices – 2002 4<sup>th</sup> Edition latest edition
- H. SSPC VOL 2 – Systems and Specifications – 2005 Edition latest edition
- I. SSPC SP 3 - Power Tool Cleaning
- J. SSPC SP 2 – Hand Tool Cleaning
- K. SSPC VIS 1-89 - Visual Standard for Abrasive Blast Cleaned Steel.
- L. ASTM D4417–03 – Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel

- M. ASTM E1216-99(2005) - Standard Practice for Sampling for Particulate Contamination by Tape Lift
- N. NACE SP0188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates

#### 1.04 - SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Provide material data sheets (MDS) and material safety data sheets (MSDS), issued by the manufactures, for all materials and accessories that are to be used.
- C. Samples: Provide a color chart for paint color selection by the Owner and Engineer for approval prior to all aspects of painting.
- D. Manufacturer's instructions: Indicate surface preparation and paint application.
- E. Submit a detailed plan on the method(s) to be employed to protect adjacent equipment and surfaces including, but not limited to, the following:
  - 1. Method of surface preparation.
  - 2. Method of paint application.
  - 3. Quality Control Plan for all phases of construction operations.
- F. Submit detailed daily reports weekly, to include the following:
  - 1. The daily work location, date, start time and finish time, ambient conditions including wet bulb temperature, dry bulb temperature, and steel surface temperature, including hold point inspection observations.
  - 2. All surface preparation operations including location, date, start time and finish time.
  - 3. The date, start time and finish time for all painting operations, including location, wet bulb temperature, dry bulb temperature, and steel surface temperature, of the each coat applied.
  - 4. The name, type, batch numbers, manufacturer's name and amount of coatings used for each application.
- G. The Contractor shall submit to the Engineer letters from manufacturers certifying that the paint being supplied for this project conforms completely to specifications.

**1.05 - REGULATORY REQUIREMENTS**

- A. All coatings shall comply with VOC regulations as promulgated by the Ozone Transport Commission, effective January 2005.

**1.06 - CERTIFICATES**

- A. The Contractor shall submit to the Engineer, immediately upon completion of the job, certification from the manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces.
- B. Certification shall make reference to the square footage figures provided to the manufacturer by the Contractor.

**1.07 - DELIVERY, STORAGE AND HANDLING**

- A. Deliver, store, protect and handle products to the site under provisions of Sections 016100 and 016500.
- B. All materials furnished by the Contractor shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Engineer.
- C. Every container of coatings materials shall have the batch number imprinted on the can, as well as the Federal Specification Number. Colors, where not specified, shall be as selected by the Engineer or Owner.
- D. Store all materials as recommended by the manufacturer. Any materials stored improperly shall be removed from the site immediately. Maintain storage location and temperature log at storage site available for inspection.

**1.08 - WARRANTY**

- A. Provide a one (1) year labor and manufacturer's materials warranty for the coating systems.
- B. Warranties are to be submitted in writing to the Engineer prior to product delivery.
- C. Any defects, failures, breakdowns, or discrepancies of the paint or coatings, that reveal themselves within the one (1) year warranty period after acceptance of work shall be promptly repaired at no additional cost to the Owner.

- D. Touch up procedures shall be issued by the engineer for areas of coating defects, breakdowns, or discrepancies to be repaired, only if the accumulative areas are less than five square feet, or if the engineer permits.
- E. Remove the entire coating in the area where failure occurs. Touch-up work will not be permitted. The surface is to be prepared as originally scheduled

## **PART 2 - PRODUCTS**

### **2.01 - COATING REQUIREMENTS**

- A. All coating systems submitted for use shall be new for the project described. Two component coating materials shall be mixed in accordance with the manufacturers data sheet. No partial kits shall be permitted to be used.
- B. All coating systems submitted for use shall conform and meet the minimum requirements specified by the Engineer for:
  - o Adhesion - ASTM-D-3359 and 4541
    - Minimum 900 psi as measured with a Type 2 tester
  - o Hardness - ASTM-D-3363, 2583, and 2240
    - Exterior Finish Coating - No gouging or scratching with an 8H or less pencil
  - o Flexibility – ASTM-D-522 and FED-STD-6221
    - Exterior Finish Coating - No less than 34% elongation, average of three tests
    - Impact Resistance – ASTM-D-2754
    - Exterior Coating - No visible cracking or delamination of film after 34 inch pounds or less direct impact.
  - o Abrasion Resistance - ASTM-D 968 and 4060
    - No More than 100 mg loss after 1000 cycles

### **2.02 - MANUFACTURERS**

- A. TNEMEC COMPANY, INC
- B. PPG HIGH PERFORMANCE COATINGS
- C. SHERWIN-WILLIAMS
- D. Coating substitutions shall be permitted only after receiving written approval from the Engineer prior to bid.

**2.03 - MATERIALS – VESSELS EXTERIOR**

- A. TNEMEC Exterior Paint System - Three full coats, one stripe coat.
  - 1. TNEMEC Series 94H2O, Hydro-Zinc, 2.5 - 3.5 mils DFT.
  - 2. TNEMEC Series 27U Typoxy Stripe Coat (Contrasting Color)
  - 3. TNEMEC Series 27U Typoxy, 3.0 - 5.0 mils DFT
  - 4. TNEMEC Series 1075U Urethane, 2.5 - 5.0 mils DFT
  
- B. PPG Exterior Paint System – Three full coats, one stripe coat
  - 1. PPG Metalhide 97-676, 2.5 - 3.5 mils DFT
  - 2. PPG Amerlock2 400 Epoxy Stripe Coat (Contrasting Color)
  - 3. PPG Amerlock2 400 Epoxy, 3.0 - 5.0 mils DFT
  - 4. PPG Amercoat 450H, 2.5 - 5.0 mils DFT
  
- C. SHERWIN-WILLIAMS Paint System - Three full coats, one stripe coat.
  - 1. Sherwin-Williams Corothane 1 Galvapak B65G11, 2.5 - 3.5 mils DFT
  - 2. Sherwin-Williams Macropoxy 646 Stripe Coat (Contrasting Color)
  - 3. Sherwin-Williams Macropoxy 646, 3.0 - 5.0 mils DFT
  - 4. Sherwin-Williams Acrolon 218HS, 2.5 - 5.0 mils DFT

**2.04 - MATERIALS –VESSEL INTERIOR**

- 1. The interior surfaces of each vessel shall be lined with a nominal 35 to 45 mils dry film thickness (dft) Carboline Plasite "4110 series" lining materials. The interior surfaces under the internal cone bottom shall also be lined with 10 to 12 mils dry film thickness (dft) Carboline Plasite "4110 series" materials. Plasite "4110 series" shall meet the requirements of the U.S. Federal Register, Food and Drug Regulations Title 21, Chapter 1, Paragraph 175.300 and NSF 61.

**2.05 - ACCESSORIES**

- A. Seam Sealer/Caulk: Shall be as recommended by the coating manufacturer.

**2.06 - TESTING**

- A. The Engineer shall have the right to take random samples of paint from the painter's bucket as it is being applied to the steel structure, tank or mechanical piping. These samples will be sent to the paint manufacturer for analysis to determine constituents and type of coating.
- B. No material of any kind shall be used until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection.

**2.07 - ACCESSORY MATERIALS**

- A. Provide all required ladders, scaffolding, drop cloths, maskings, scrapers, tools, sandpaper, cleaning solvents, and remove waste as required to perform the work to achieve the results specified herein. Materials not specifically indicated but required to achieve the finishes specified shall be of commercial quality and as recommended by the manufacturer.

**PART 3 - EXECUTION****3.01 - EXAMINATION**

- A. Contractor shall verify existing ambient condition and substrate conditions prior to proceeding with any work and submit to Engineer's/representative's prior to requesting Engineer's/representative's verification.
- B. Contractor shall verify substrate is properly prepared, properly cleaned, and or properly coated in accordance with project specifications prior to proceeding with any additional work and prior to requesting Engineer's/representative's verification.
- C. Should the contractor request verification from Engineer's/representative's and work is not in conformance with requirements contractor shall pay \$500 per occurrence to cover the costs to the owner.

**3.02 - PREPARATION - GENERAL**

- A. Surface Preparation Schedule:
  - 1. Ion Exchange Vessel – Interior: All surfaces shall be degreased prior to sandblasting. The vessel internal surface that will be lined shall be blasted to SSPC SP-10 (near white metal blast cleaning) to achieve an angular surface profile between 3.0 to 4.0 mils.
  - 2. Ion Exchange Vessels - Exterior: Shall be abrasive blast cleaned to SSPC SP-6 (commercial blast cleaning) to achieve an angular surface profile between 1.5 to 3.0 mils.

- B. Cleaned surfaces, when viewed without magnification, shall be free of all visible paint oil, grease, dirt, mill scale, rust, oxides, corrosion products and other foreign matter as noted in Chapter 2, SSPC Painting Manual Volume 2.
- C. Pit filler shall be applied to all voids that are greater than  $\frac{1}{4}$  of the original steel surface thickness.
- D. The pit filler shall be applied prior to the application of the first coat and in accordance with manufacturer's instructions. If the manufacturer's instructions differ from the project specifications, the more stringent will apply.
- E. All areas shall be cleaned prior to any coating application. All surfaces to be painted shall be dry.
- F. Weld projections or irregular portions of welds, or any steel defects that would interfere with the proper coating shall be ground smooth, as directed.

### 3.03 - APPLICATION

- A. Apply coating in strict conformance with the manufacturer's instructions and requirements. If the manufacturer's instructions differ from the project specifications, the more stringent will apply.
- B. Before coating is applied to surfaces, steps shall be taken, either by circulation of dry air or by the application of heat, to dry the metal surfaces completely.
- C. No coatings shall be applied when the surface temperature is less than 5 degrees Fahrenheit (3 degrees Celsius) above the dew point.
- D. No coatings shall be applied when the relative humidity is above 85% or as recommended by manufacturer.
- E. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer. Do not apply exterior coatings when unfavorable weather conditions are forecast within 24 hours of application.
- F. No surfaces shall be coated that are not in compliance with SSPC surface preparation standards or any other part of the project specifications.
- G. All coatings shall be applied at the rate specified. Deficiencies in film thickness shall be corrected with the proper surface preparation and application of an additional coating or as directed by the engineer. Coatings in excess of the specified range shall be corrected at the direction of the engineer.

- H. All coating applications shall be inspected and approved by the Engineer prior to the application of any succeeding coats. All coats shall be applied to the dry film thickness specified.
- I. The minimum and maximum total dry film thickness shall be as indicated in this section. The Mil Gauge shall be calibrated in accordance with the National Institute of Standard and Technology. The Contractor shall have available on the job site a satisfactory magnetic type Mil Gauge for measuring film thickness.
- J. A brush applied stripe coat, of different color, shall be applied to all weld seams, edges, seams, or any non conforming surfaces deemed necessary by the engineer. The stripe coat shall be applied after the first coat but prior to the second coat.
- K. The coating shall be applied as a continuous film of uniform thickness. Any holidays or areas missed in the application shall be recoated within the maximum re-coat time or be corrected with the proper surface preparation and cleaning prior to the application of the subsequent coating.
- L. All coatings that are specified shall only be acceptable in the number of coats specified in the contract documents.

#### **3.04 - CLEANING**

- A. All surfaces shall be free of all dirt, oil, debris, or any other foreign matter prior to the application of any coating.
- B. The Contractor shall maintain his work area in a neat, orderly fashion. Accumulation of debris, muck, rust, scale, etc., shall be frequently (not to exceed 1 week) cleaned up and removed from the site. Thinners used to clean equipment shall be held in sealed containers and removed from the site to an approved disposal area by the Contractor. Provide certificates from the disposal site indicating that the material has been properly disposed of.
- C. Upon completion of the work, all excess material, rigging, empty containers, cables, tarps, etc., shall be removed from the site. Buildings and grounds shall be left in as good condition as when work was started.

#### **3.05 - FIELD QUALITY CONTROL**

- A. The Engineer will inspect the painting as it is being performed.

The Engineer reserves the right to accept each phase of the work before further work may be conducted, to halt all Work deemed to be improper or not in compliance with project specifications, and to require the contractor to promptly correct all improper practices or deficient

work. Contractor shall notify the Engineer's/representative's 24 hours minimum prior to the following:

1. Prior to the start of work
  2. Immediately following surface preparation
  3. Immediately prior to each coating or lining application
  4. Following the application of each coat
  5. Following the curing of the coating or lining
- B. The Engineer reserves the right to conduct any testing, both destructive and nondestructive, at any time for inspection or evaluation purposes.
- C. Any expenses incurred for corrective measures required as the result of improper practices and/or defective or deficient work shall be borne by the contractor and the extent of these corrective measures shall be at the discretion of the engineer.
- D. The contractor shall provide safe access to all areas, including but not limited to, equipment, containers and spaces for inspection at any time as deemed necessary by the engineer or his representative
- E. Sufficient lighting shall be provided to ensure proper safety conditions and permit inspection.
- F. All manholes and other tank openings shall remain open as necessary during cleaning, painting and curing operations.

**END OF SECTION**

**PART 1 - GENERAL****1.01 - SECTION INCLUDES**

- A. Disinfection of water treatment units including resin vessels.

**1.02 – REFERENCES**

- A. ANSI/AWWA B300 - Standard for Hypochlorites.
- B. ANSI/AWWA B301 - Standard for Liquid Chlorine.
- C. ANSI/AWWA C652 - Standard for Disinfection of Water Storage Facilities.
- D. ANSI/AWWA C653 - Standard for Disinfection of Water Treatment Plants.

**1.03 – SUBMITTALS**

- A. Submit proposed method for introducing disinfectant into the treatment unit. If resin must be disinfected, obtain method for disinfecting from resin supplier.
- B. Test Reports: Indicate results comparative to specified requirements.
- C. Certificate: Certify that cleanliness of filter tanks and air stripping tower meets or exceeds specified requirements.

**1.04 - PROJECT RECORD DOCUMENTS**

- A. Prepare and submit a disinfection report containing the following:
  - 1. Type and form of disinfectant used.
  - 2. Date and time of disinfectant injection start and time of completion.
  - 3. Test and injection locations.
  - 4. Initial and 24-hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
  - 5. Date and time of flushing start and completion.
  - 6. Disinfectant residual after flushing in ppm for each outlet tested.
- B. Prepare and submit complete water analysis results with the following information:

1. Date issued, project name and testing laboratory name, address and telephone number.
2. Time and date of water sample collection.
3. Name of person collecting samples.
4. Test locations.
5. Initial and 24-hour disinfectant residuals in ppm.
6. Coliform bacteria and chemical test results.
7. Certification that water conforms or fails to conform to New York State Drinking Water Standards.
8. Laboratory Director's signature and authority.

#### **1.05 - QUALITY ASSURANCE**

- A. Perform work in accordance with ANSI/AWWA C653.
- B. Perform work in accordance with accepted procedures of the resin supplier.

#### **1.06 – QUALIFICATIONS**

- A. Water Treatment Firm: Company specializing in disinfecting potable water systems specified in this Section with minimum three (3) years experience.
- B. Testing Firm: Company specializing in testing potable water systems, approved by the New York State Department of Health.

#### **1.07 - REGULATORY REQUIREMENTS**

- A. Conform to “Recommended Standards for Water Works” and applicable codes or regulations for performing the work of this Section.
- B. Water quality to conform to New York State Drinking Water Standards after completion of disinfection.
- C. The Suffolk County Department of Health Services will be notified of the date of water quality testing to allow sampling by the Health Department. Provide Engineer three (3) days advanced notification of proposed sampling date.

**PART 2 - MATERIALS****2.01 - DISINFECTION CHEMICALS**

- A. ANSI/AWWA B300, Hypochlorite.
- B. ANSI/AWWA B301, Liquid Chlorine.

**PART 3 - EXECUTION****3.01 – EXAMINATION**

- A. Verify that treatment unit has been cleaned and inspected.

**3.02 – EXECUTION**

- A. Provide required equipment to perform the work of this Section. The Owner will provide the water required for the disinfection and filling of the treatment vessels.
- B. Disinfect plant in accordance with Sections 3, 4 and 5 of AWWA C653.
- C. Allow disinfectant 24 hour contact time during which vessel is filled and undisturbed.
- D. Pump to waste to remove disinfectant to a level of less than 0.1 mg/l. Neutralize residual chlorine to less than 1 mg/l with a suitable quantity of sodium bisulfite, sodium sulfide or sodium thiosulfate prior to disposal.
- E. After disinfectant is removed, allow 24 hour contact time to pass before taking samples.
- F. Prior to loading resin, vessel shall be filled with system water and samples collected 24 hours after appropriate contact time has passed from the vessel effluent in accordance with following schedule:
  - 1. Microbiological samples at 0, 2, 5, 10, and 30 minutes.
  - 2. Volatile or principle organic compounds at 2 and 30 minutes. Analyze for contaminants listed in Table 9A through 9D, Section 5-1.52, Part 5 of the New York State Sanitary Code and for total trihalomethanes.
  - 3. Inorganic compounds at 30 minutes. Analyze for inorganic chemicals and physical characteristics listed in Table 8B through 8D, Section 5-1.52, Part 5 of the New York State Sanitary Code.

- G. Following the loading of the resin, vessel shall be filled with system water and samples collected 24 hours after appropriate contact time has passed from the vessel effluent in accordance with following schedule:
1. Microbiological samples at 0, 2, 5, 10, and 30 minutes.
  2. Volatile or principle organic compounds at 2 and 30 minutes. Analyze for contaminants listed in Table 9A through 9D, Section 5-1.52, Part 5 of the New York State Sanitary Code and for total trihalomethanes.
  3. Inorganic compounds at 30 minutes. Analyze for inorganic chemicals and physical characteristics listed in Table 8B through 8D, Section 5-1.52, Part 5 of the New York State Sanitary Code.
  4. Perchlorate at 0, 2, 5, 10, and 30 minutes from the vessel influent and effluent.
  5. Disinfection By-Products at 30 minutes including NDEA, NDMA, NDPA, NDBA, NMEA, NMPH, NPIP, and NYPR.
- H. Water quality in the vessel effluent not consistent with that of the influent shall be cause for the contractor to flush the vessel to waste and resample.
- I. Chemical tests shall include bacteriological, inorganic chemicals, volatile halogenated organics, non-volatile organics and heavy metals and any other tests required by the Suffolk County Department of Health Services.
- J. If water quality in treatment vessels does not meet the bacteriological requirements of the Suffolk County Department of Health Services for potable water, the Contractor shall take other steps necessary to provide acceptable water quality. **Carefully follow resin manufacturer's procedures for disinfecting the resin.** Samples shall be collected and analyzed after each attempt. All costs associated with subsequent sampling shall be borne directly by the Contractor and will not be paid out of any allowance item.
- K. Neutralize residual chlorine to less than 1 mg/l with a suitable quantity of sodium bisulfite, sodium sulfide or sodium thiosulfate prior to disposal.

### 3.03 - QUALITY CONTROL

- A. Provide analysis and testing of treated water in treatment vessels.

**END OF SECTION**



|

**PART 1 - GENERAL**

**1.01 - SECTION INCLUDES**

- A. Ion Exchange Vessel, piping, and hardware.
- B. Ion Exchange Resin.
- C. Manufacturer's Services.

**1.02 - RELATED SECTIONS**

- A. Section 099745 – Water Treatment Coating Systems

**1.03 - REFERENCES**

- A. ASME Section VIII, Division I - American Society of Mechanical Engineers Boiler and Pressure Vessel Code.
- B. ASME/ANSI B16.5 American Society of Mechanical Engineers/American National Standards Institute.
- C. U.S. Food and Drug Administration, 21 CFR 175.300 and 177.2420.
- D. Steel Structures Painting Council Surface Preparation Specifications and National Association of Corrosion Engineers Standards.
- E. ASME Section II, American Society of Mechanical Engineers - Materials, Parts A, B, & C.
- F. ASTM American Society of Testing Materials.
- G. ASTM D 21877 Method M Mod
- H. ANSI/NSF 61 Standard Drinking Water System Components - Health Effects.
- I. ISO 9002 – Quality System.

**1.04 - DEFINITIONS**

- A. IX – Ion Exchange.

**1.05 - SYSTEM DESCRIPTION**

- A. The Contractor shall furnish the Modular IX System described herein. Each system includes the following:

1. One (1) IX Vessel with internals for resin retention and water distribution
  2. Strong Base Anion Exchange Resin.
  3. Resin fill and discharge piping with valves.
  4. Vent and sampling piping.
  5. Accessories described below.
  6. Manufacturer's Services.
- B. The vessels, piping, valves and IX media function as a system and shall achieve standardization for appearance, operation, maintenance, spare parts, and manufacturer's services..
- C. Ion exchange system required, as delineated below:

System #	Resin Quantity (Total Per Vessel)	GPM/Vessel (Max)	Pressure Drop - Normal Operation (Max)
1	424 Cubic Feet	1,600	15 psi

### 1.06 - SUBMITTALS

- A. Contractor shall submit the following information with their proposal:
1. Documentation of the last five (5) IX water treatment systems completed by the supplier with the following information:
    - a. Description of IX water treatment systems completed by the supplier including flow, system design (operating mode, IX removal system, etc.), vessel sizing, contaminants treated, technical support provided, laboratory testing services and treatment efficiency of the system.
    - b. Reference information including customer name and contact person, phone number, site location, and date of installation.
  2. Provide documentation of the resin media manufacturer to be used to supply all of the resin required by this contract. The resin media to be supplied shall have been used successfully by a minimum of three (3) public water utilities for the same purposes as listed for this project. The utilities shall have used the product successfully for a minimum of three (3) years.

3. Provide documentation that denotes the Quality System of the resin manufacturing facility is ISO 9001:2008 certified.
  4. Provide documentation of the Technical expertise available from the IX manufacturer that would be available to the Owner on an as-needed basis.
  5. Provide a description of the proposed IX system including flow, contact time, system design, and operating modes.
  6. Provide IX vessel specification including design pressure, dimensions and capacity.
  7. Provide IX system flow diagram showing all valving, components, instrumentation, and service.
  8. Provide IX system general arrangement showing approximate dimensions, weights, capacities, elevations of influent, effluent, and resin exchange connection locations.
  9. Provide pressure drop information across IX system for operations.
  10. Provide ANSI/NSF 61 certificate for IX vessel lining.
  11. Manufacturer shall submit detailed calculations illustrating the seismic characteristics of the proposed vessel.
- B. Failure to provide the required submittal information in its entirety will result in the rejection of the proposal.
- C. Contractor shall submit the following information within ten (10) calendar days after notification of award and / or receipt of order:
1. Project schedule.
  2. Flow schematic drawing.
  3. Detailed vessel drawings.
  4. Detailed drawings showing equipment arrangement, weights, size, and location of all anchor bolts and nuts, and dimensional setting plan.
  5. Operation and Maintenance Instructions.

## **PART 2 - PRODUCTS**

### **2.01 - GENERAL**

- A. The Contract Documents indicate specific required features of the equipment, but do not purport to cover all details of design and construction.

**2.02 - MANUFACTURERS**

- A. Calgon Carbon Company; Model 12 with Septa bottom design.
- B. Specifically approved equal.

**2.03 – IX VESSELS**

- A. The IX vessel shall be fabricated of carbon steel, conforming to ASTM A516 grade 70, with elliptical top and bottom heads. The vessel shall be designed, constructed and stamped in accordance with ASME Section VIII Division I and registered with the National Board for a design pressure rating of 125 psig at 140° F. Each vessel shall be provided with one (1) 20" diameter round man way located on the lower straight side portion of the vessel, and one (1) 14"x18" elliptical manway located on the bottom head manway for internal inspection. The vessels shall be freestanding vessels with four (4) structural steel support legs.
- B. The vessel shall be capable of treating a flow of 1,600 gpm.
- C. The total height of the vessel and vessel system piping shall not exceed 18'-0".
- D. The structural aspects of the vessel shall be sufficient to meet the New York State Building Code requirements for seismic loading. Site address is 1420 Edwards Avenue, Calverton, New York (Latitude: 40.952049°; Longitude: 72.756741°).
- E. UNDERDRAIN SYSTEM: Septa Underdrain Style: Each vessel shall be equipped with a lower distributor system. The lower distributor shall promote uniform flow through the vessel and out to system. The lower distributor shall consist of an internal cone 120 stainless steel slotted septa nozzles. The internal cone area shall be filled with anthracite with an effective size in the range of 0.6 to 0.8 mm and a uniformity coefficient of less than 1.6.
- F. UPPER DISTRIBUTOR: Each vessel shall be equipped with an upper distributor system. The inlet nozzle shall be a through nozzle with flanges on the inside and outside of the vessel. A stainless steel hub radial shall function as the distribution.
- G. SURFACE PREPARATION AND INTERIOR / EXTERIOR COATING: The interior and exterior surfaces of each vessel and the interior surface of all piping in contact with IX resin shall be prepared, coated, cured, etc. as per Specification Section 099745 – Water Treatment Coating Systems.
- H. Where vessels are mounted on concrete, each leg of the vessel shall rest on a 20-30 mil. neoprene footing.

**2.04 - PROCESS AND UTILITY PIPING**

- A. GENERAL: The process and utility piping on the IX system shall include sampling lines, vent piping and resin loading/unloading piping.
- B. FLANGES: 10" diameter influent and effluent water flanges on the vessel shall conform to ANSI B16.1 Class 150 with full face, 1/8" thick rubber gaskets.
- C. VENT PIPING: Vent piping shall be 1" diameter constructed of Schedule 40 carbon steel, ASTM 53 Grade B with cast iron flanged fittings.
- D. RESIN FILL PIPING: IX resin fill piping shall be constructed of Schedule 10 stainless steel, ASTM A-312 with flanged fittings and full bore stainless steel ball valve.
- E. RESIN DISCHARGE PIPING: IX resin discharge piping shall be constructed of Schedule 10 stainless steel, ASTM A-312 with flanged fittings and full bore stainless steel ball valve..
- F. A dielectric mounting kit and hardware shall be utilized where dissimilar metals connect.

**2.05 – MISCELLANEOUS**

- A. TRANSFER HOSE CONNECTORS: The IX resin fill and discharge piping shall be fitted with hose connectors, such that IX resin transfer to and from the adsorbers can be facilitated with IX resin transfer hoses. These connectors shall be 4" Quick Disconnect Adapters constructed of aluminum as manufactured by Dover Corporation as Kamlock Connectors or equal. The piping shall also be fitted with a 1" Chicago fitting for air connects.
- B. FLUSH CONNECTIONS: Two (2) flush connections shall be provided on each IX resin fill line, one upstream and one downstream of the valve, and one flush connection downstream of the IX resin discharge valve. Connections shall be welded into steel or stainless steel pipe or screwed into solid polypropylene "spacers" for lined pipe. Flush connections shall consist of a short section of 3/4" pipe, a 3/4" full port ball valve and 3/4" quick disconnect adapter to match with water hose fittings.
- C. SAMPLING PORTS: Each adsorber shall be equipped with three (3) sampling ports spaced uniformly on the outside of the vessel. Sampling port septum shall be Type 316 stainless steel, 0.060" wedge wire with 0.008" slot openings. Septum to be 1" O.D. x 1½" long with ½" MPT end fitting. Each port shall be equipped with a stainless steel shutoff valve and a ¼" sample tube. Each sampling port shall be labeled accordingly. "Upper Sampling Port", "Mid Sampling Port", and "Lower Sampling Port" shall be utilized as the designations.

- D. Provide non-conducting dielectric connections wherever joining dissimilar metals.
- E. U-Bolt pipe supports shall be 304 stainless steel. U-Bolts shall be neoprene coated to prevent damage to the piping.

### **2.06 – ION EXCHANGE RESIN**

- A. GENERAL: Product shall be Cal Res 2109 as manufactured by Calgon Carbon Corporation.
- B. IX Resin shall be provided and installed separate from the vessel.
- C. IX Resin shall be manufactured in the United States and approved for use in drinking water applications by the New York State Department of Health.
- D. IX Resin shall have ANSI/NSF 61 for use in drinking water applications.
- E. RESIN ANALYSIS: The delivered resin must be accompanied by a representative sample of the resin media being shipped. A Certificate of Analysis certifying compliance with the specifications, and indicating point of manufacture must be submitted at time of delivery.
- F. Resin shall be delivered in food grade trucks, with all compartments and hoses disinfected prior to loading and sealed from any bacteria source during transport.
- G. The Manufacturer shall backwash the resin until no fines are evidenced from the vessel.

## **PART 3 – EXECUTION**

### **3.01 - MANUFACTURER'S SERVICES**

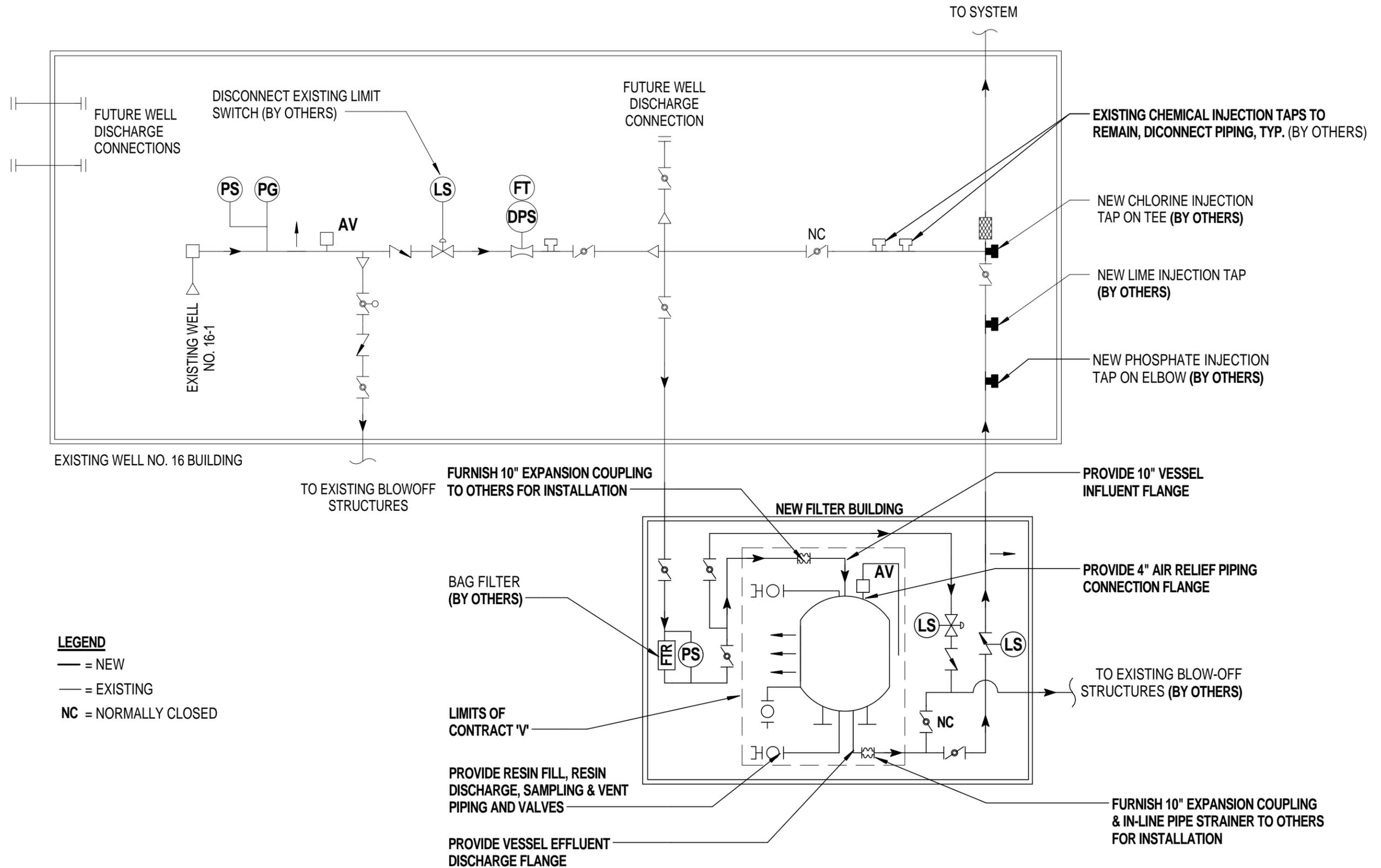
- A. A manufacturer's trained specialist, experienced in the installation of the Modular IX Adsorption System, and with at least five (5) years of field experience shall be present at the job - site and / or classroom designated by the Owner / Contractor for a maximum of three (3) man days for the following services:
  - 1. Inspection of the installed equipment
  - 2. Supervision of IX loading
  - 3. Start-up assistance
  - 4. Trouble shooting
  - 5. Operator training – four (4) hours minimum, at a time mutually agreed to by the Engineer and the Owner.

**3.02 - QUALITY ASSURANCE**

- A. The Engineer reserves the right to reject acceptance of delivery of any or all pieces of equipment found, upon inspection, to be out of compliance with the tolerances specified in ASME Section VIII, Division I - American Society of Mechanical Engineers Boiler and Pressure Vessel Code.

**END OF SECTION**

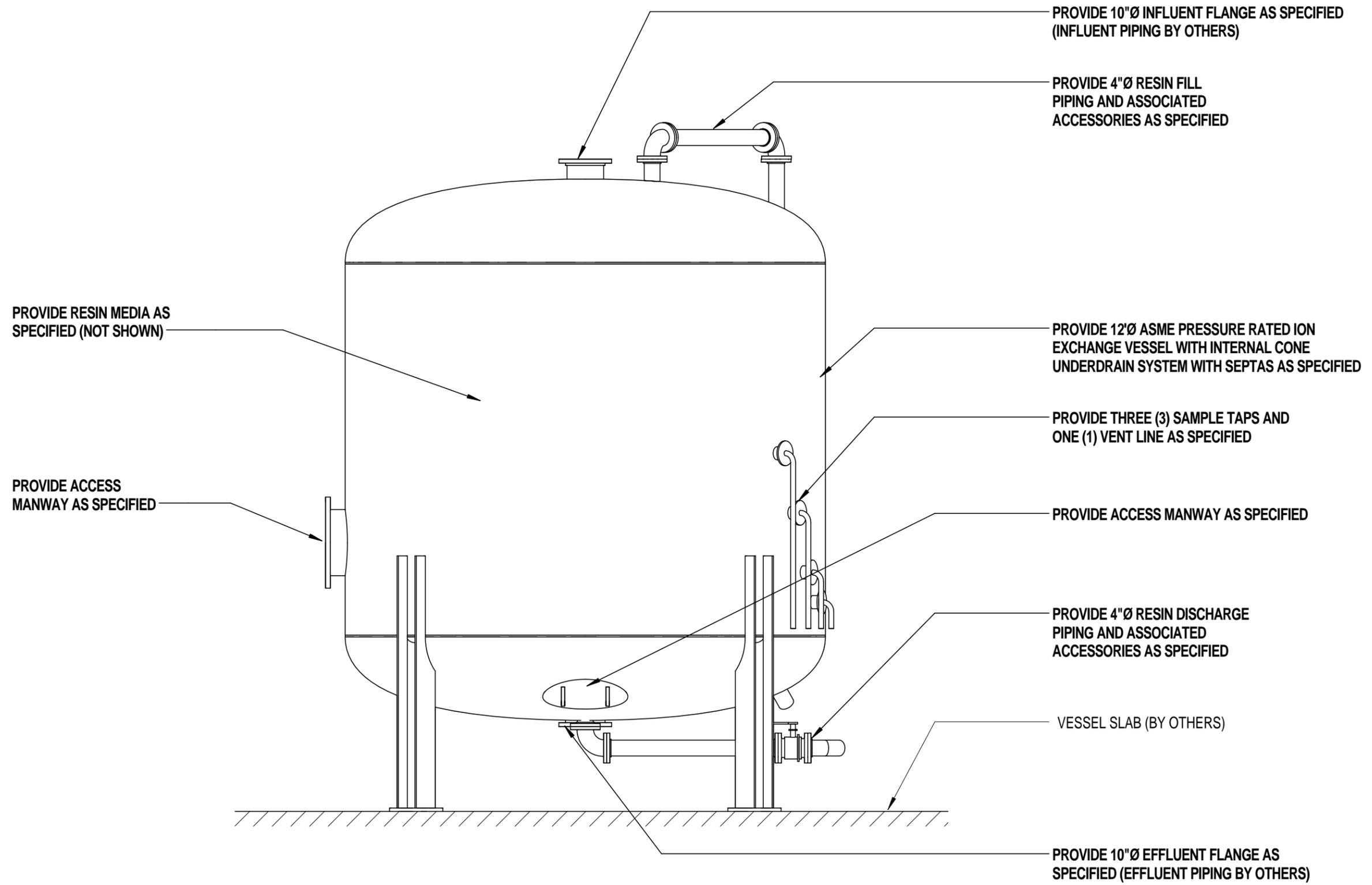
# DETAILS



Wellhead Treatment  
for Perchlorate  
Removal - Plant No.  
16

## Process Flow Diagram - Plant No. 16

H 2 M	RDWD 14-06	
	DETAIL	1
architects + engineers Melville, NY Parsippany, NJ		



Wellhead Treatment  
for Perchlorate  
Removal - Plant No.  
16

### Ion Exchange Resin Vessel Section View

H	2	RDWD 14-06	
		DETAIL	2
M		architects + engineers Melville, NY Parsippany, NJ	

3/8" = 1'-0"

**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)**

<b>BUSINESS ENTITY INFORMATION</b>				
<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)

<b>I. BUSINESS CHARACTERISTICS</b>		
<b>1.0 <u>Business Entity</u> Type -</b>		
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:		
<b>1.1 Was the <u>Business Entity</u> formed in New York State?</b>		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:

<b>I. BUSINESS CHARACTERISTICS</b>			
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
<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>			
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:

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
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 <b>Business Entity</b> has in common with this <b>affiliate</b> ?		Yes    No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <b>Business Entity</b> have any <b>construction</b> -related <b>affiliates</b> 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 <b>Business Entity</b> has in common with this firm?		Yes    No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <b>Business Entity</b> participated in any <b>construction Joint Ventures</b> 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

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

<b>IV. INTEGRITY – CONTRACT BIDDING</b>		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.0 Been <b>suspended</b> or <b>debarred</b> from any <b>government contracting process</b> or been <b>disqualified</b> 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 <b>government entity</b> 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 <b>government entity</b> 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 <b>government contract</b> for failure to make <b>good faith efforts</b> on any <b>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</b> goal or <b>statutory affirmative action requirements</b> on a previously held contract?	Yes	No

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

EIN:

<b>IV. INTEGRITY – CONTRACT BIDDING</b>		
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>		

<b>V. INTEGRITY – CONTRACT AWARD</b>		
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</u>/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>VI. CERTIFICATIONS/LICENSES</b>		
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>		

<b>VII. LEGAL PROCEEDINGS</b>		
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:

<b>VII. LEGAL PROCEEDINGS</b>		
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>		

<b>VIII. LEADERSHIP INTEGRITY</b>		
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 <a href="http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls">http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls</a>		
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:

<b>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.</b>						
1.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
2.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
3.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
4.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
5.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	

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

EIN:

<b>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.</b>						
6.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
7.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
8.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
9.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
10.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	

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

**EIN:**

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

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

EIN:

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

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

EIN:

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

**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		\$

