

**SAMPLE CONTRACT / BID / SPECIFICATIONS**

**TOWN OF POUGHKEEPSIE  
ARLINGTON WASTEWATER TREATMENT PLANT  
PIPE COUPLINGS REPLACEMENTS  
POUGHKEEPSIE, NEW YORK**

**FOR THE**

**TOWN OF POUGHKEEPSIE  
ONE OVEROCKER ROAD  
POUGHKEEPSIE, NEW YORK**

**CONTRACT 2013-01**

<b>TOWN SUPERVISOR</b>	<b>TODD TANCREDI</b>
<b>BOARD MEMBERS</b>	<b>JON BAISLEY SEAN EAGLETON JOSEPH CONTE MIKE CIFONE STEPHAN KRAKOWER ANN SHERSHIN</b>
<b>TOWN CLERK</b>	<b>SUSAN MILLER</b>
<b>TOWN ATTORNEY</b>	<b>JAMES NELSON</b>

**AUGUST 2013**

## ADVERTISEMENT FOR BIDS

The Town of Poughkeepsie (the Town or Owner), invites bids on the form attached hereto, all blanks of which must be completely filled in. Bids will be received by the Town at the office of the Town Clerk until 11 o'clock a.m., local time on September 5, 2013 and then at said office publicly opened and read aloud. The envelope containing the bid must be sealed and addressed to the Town of Poughkeepsie at One Overocker Road, Poughkeepsie, New York 12603 and designated as bid for the "**ARLINGTON WASTEWATER TREATMENT PLANT PIPE COUPLINGS REPLACEMENTS**".

Work proposed under this contract is principally supplying and installing 11 pipeline couplings on four different pipe diameters (4", 6", 8" and 12") on three pipelines, and constructing and dismantling a temporary bypass line for the 12" pipeline. The work will be done at the Town of Poughkeepsie Arlington Wastewater Treatment Plant on Sand Dock Road in the Town of Poughkeepsie.

Bidders are required to attend the pre-bid meeting and site visit that will be conducted by the WWTP Project Manager, Steve Segna (845 463 3016) that is scheduled for August 26, 2013 at 11:00 a.m. at the plant.

The Bid Documents, that include the Information for Bidders and Specifications and other bid and contract requirements, may be reviewed at the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 and will also be available on the Town's website. The Bid Documents will be available on August 12 and shall be obtained from the Office of the Town Clerk. Any associated Bid Addenda will be available by the same means. Pursuant to the provisions of GML 102, persons desiring to take a copy may obtain them, subject to a deposit in the amount of \$100 for each set, payable by check or money order to the Town of Poughkeepsie.

Each bid shall be accompanied by a Bid Guarantee in the amount of five (5) percent of the amount bid, as a guarantee that the Bidder will enter into a contract with the Town in accordance with the Bid Documents and under the terms of the Contract Documents. The Bid Guarantee shall be a certified check of the bidder or a bid bond and shall be drawn payable to the Town of Poughkeepsie.

STATEMENT OF NON-COLLUSION: Bidders are required to execute the non-collusion bidding certificate attach to the bid and pursuant to Section 103-d of the General Municipal Law of the State of New York.

Bidders are also required to comply with the provision of Section 291-299 of the Executive Law of the State of New York.

OWNER'S RIGHTS RESERVED: The Town of Poughkeepsie (the Town), reserves the right to reject any or all bids and to waive any informality or technicality in any bid in the interest of the Town.

The Town of Poughkeepsie hereby notifies all bidders that it will affirmatively insure that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award.

BY ORDER OF THE TOWN BOARD  
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

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## I INFORMATION FOR BIDDERS

### 1. Receipt and Opening of Bids

***Bidders are required to attend the pre-bid meeting and site visit that will be conducted by the Arlington WWTP Project Manager, Steve Segna (see Section IX for his contact information), that is scheduled for August 26, 2013 at 11:00 a.m. at the plant. No other time will be available for a site visit.***

The Town of Poughkeepsie (the Town or Owner), invites bids on the form attached hereto, all blanks of which must be completely filled in. Bids will be received by the Town at the office of the Town Clerk until 11 o'clock a.m., local time, September 5, 2013 and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to the Town of Poughkeepsie at One Overocker Road, Poughkeepsie, New York 12603 and designated as bid for the "ARLINGTON WASTEWATER TREATMENT PLANT PIPE COUPLINGS REPLACEMENTS".

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

### 2. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both figures and words, and the foregoing Certifications must be fully completed and executed when submitted. Conditional bids will not be accepted, but the bidder shall note on his bid any exceptions that are taken.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Section 1 above.

### 3. Qualifications of Bidder and Subcontractors

The names of all proposed subcontractors must be submitted with the bid. The Town may make such investigations as it deems necessary to determine the ability of the bidder and his proposed subcontractors to perform the work, and the bidder shall furnish to the Town all information and data as the Town may request for both himself and each of his subcontractors. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder and his subcontractors fails to satisfy the Town that such bidder and his subcontractors are properly qualified to carry out the obligations of the contract documents and to complete the work as specified.

### 4. Bid Security

Each bid must be accompanied by a certified check of the bidder, payable to the Town of Poughkeepsie, or a bid bond on the form of bid bond attached hereto, in the amount of 5% of the amount bid. Such bid security will be returned to all except the three lowest bidders within five days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Town and the accepted bidder have executed a contract, or, if no agreement has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

### 5. Addenda and Interpretations

No interpretation of the meaning of the specifications or other bid documents will be made to any prospective bidder orally. Every request for such interpretation shall be in writing addressed to Peter Hobday at the Town Engineering Department (see Section VIII for his contact information) and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the bid documents which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from

any obligation under his/her bid as submitted. All addenda so issued shall become part of the bid/agreement documents.

6. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have read and be thoroughly familiar with the bid documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to his/her bid.

7. Conditions of Work

Each bidder must inform him/her self of the conditions relating to the work required under this project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Bidders shall note the site visit, see Section 1 above, and the mandatory safety orientation meeting, see Part II Description of Work below.

8. Sales Tax

This work is exempt from certain sales/use taxes and the bid amount shall exclude such taxes, but include all other taxes.

9. Bid Comparison

Bids will be compared (1) on the basis of conformance with the performance requirements described in the specifications and then (2) on the basis of the totals on the bid form comprising all items at the respective lump sum prices or unit prices bid for those items.

The bids will be first compared on the basis of matching the specifications. To aid the Owner in understanding the bid, the Bidder shall provide and include with his bid, manufacturer's information, including drawings, catalog cut sheets and technical information, etc. as needed to describe the proposed products and their functions. The bid shall further be accompanied by a statement of exceptions taken to any of the specification requirements.

The Owner reserves the right to reject as non-responsive any bid that it determines does not satisfactorily meet the specification requirements.

In the event there is a discrepancy between any figures written in words and written numerically, the price written in words shall govern.

The Town reserves the right to waive any irregularities or informalities, or to reject any or all bids.

10. Bid Quantities

The Town reserves the right to increase or decrease any item in this contract it deems to be in the best interest of the Town, and to adjust the contract price accordingly. For a lump sum bid, the contractor's schedule of values will be used to negotiate a contract price change.

Also, the Bidder shall include an allowance for one hour of time for the safety orientation meeting (described in the Description of Work, Part II below) in the bid price.

11. Method of Award - Lowest Qualified Bidder

It is the Town's intention to award the contract based on the lowest price of the base bid submitted by a qualified bidder as long as the base bid does not exceed the amount of funds then estimated by the Town as available to finance the contract. If such bid exceeds such amount, the Town may reject all bids.

12. Performance Bond and Materials and Payment Bond

The bidder to whom the contract is awarded shall furnish a Performance Bond equal to 100% of the amount of the contract, and a Labor and Material Payment Bond equal to 100% of the amount of the contract.

13. Notice to Proceed

The Contractor shall not proceed with any work for work the Contractor is contemplating claiming reimbursement until the Contractor has received the Executed Contract and the Notice to Proceed from the Town.

14. Requirements of NYS Workers' Compensation Board

Before the Town enters into the agreement with the Contractor, he must submit proof that he has obtained the required workers' compensation and disability benefits coverage, or that he is not required to provide such coverage.

Attached on the following pages are samples of Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation Has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance carrier and/or the Worker's Compensation Board. Also attached is a sample of Form DB-155 (Compliance with DB Law), which may be submitted by self-insured employers as acceptable proof that disability benefits coverage under the Disability Benefits Law has been obtained.

Please note that it is acceptable for employers insured by the State Insurance Fund to submit the Fund's computer generated certificate of insurance as proof of coverage, in place of prescribed Form C-105.2. In addition, the Office of General Services has been authorized by the Worker's Compensation Board to accept the Fund's form as satisfactory proof of coverage, when entering into contracts with such employers.

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

15. The project is a municipal contract, and the NYS prevailing wage rates apply. The wage rates are not copied in the Bid Documents. Bidders may view or print the wage rates using the information below.

Prevailing Rate Case Number (PRC# 2013007156) has been assigned to the project.

To view the PDF file of the schedule, paste

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=916640>

into your browser.

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p>   <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b></p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b></p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p>   	<p><b>3a. Name of Insurance Carrier</b></p> <p><b>3b. Policy Number of entity listed in box "1a"</b></p> <p><b>3c. Policy effective period</b> _____ to _____</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b>  <input type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: \_\_\_\_\_  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: \_\_\_\_\_  
(Signature) (Date)

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

Telephone Number of authorized representative or licensed agent of insurance carrier: \_\_\_\_\_

*Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.*

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

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### ~~DISABILITY BENEFITS LAW~~

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#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

DB-120.1 – Certificate of Insurance Coverage Under the NYS Disability Benefits Law

What is the DB-120.1 form?	Acceptable proof that the business listed has secured from a NYS disability benefits insurance carrier or an insurance agent of that carrier disability benefits insurance.
Who provides the DB-120.1 form?	The DB-120.1 must be completed by either the NYS statutory disability benefits insurance carrier, or a licensed NYS insurance agent of that carrier. The form can be obtained by contacting the <u>Bureau of Compliance</u> .
Why it is needed?	To establish proof that a business has secured disability benefits insurance coverage for all its employees.
When is it needed?	Prior to any permit being issued or any contract, including purchase orders, being entered into for work
Who is the certificate holder?	The University at Albany and/or the Research Foundation of the State University of New York
Who are the additional insureds?	N/A

New York State requires employers to provide disability benefits coverage to employees for an off-the-job injury or illness. Disability benefits coverage is required if an employer employs individuals in New York State for more than 30 days in a calendar year.

The Workers' Compensation Law requires employers to post Form DB-120, Notice of Compliance – Disability Benefits Law, in all business locations. Whenever an employee is absent from work due to disability for more than seven consecutive days, the employer shall, within five days thereafter, provide the employee with prescribed Form DB-271s – Statement of Rights under the Disability Benefits Law.

The insurance carrier must be rated at least "A-" Class "VII" in the then most recently published A.M. Best Insurance Report. If during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the University.

The next page provides a sample of a DB-120.1 – Certificate of Insurance Coverage Under the NYS Disability Benefits Law form.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

1a. Legal Name and Address of Insured (Use street address only)	1b. Business Telephone Number of Insured  1c. NYS Unemployment Insurance Employer Registration Number of Insured  1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  State University of New York Room 302 1400 Washington Avenue Albany, NY 12222	3a. Name of Insurance Carrier  3b. Policy Number of entity listed in box "1a":  3c. Policy effective period: _____ to _____

4. Policy covers:

a.  All of the employer's employees eligible under the New York Disability Benefits Law

b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
 If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

**State Of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

*Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*

DB-155 – Compliance with Disability Benefits Law

What is the DB-155 form?	Acceptable proof that the business listed is self-insured for disability benefits insurance.
Who provides the DB-155 form?	The Self-Insurance Office of the Workers' Compensation Board issues the DB-155. The Board's secretary will approve the DB-155. The Self-Insurance Office can be contacted at 518-402-0247.
Why it is needed?	To establish proof that a business has secured disability benefits insurance coverage for all its employees.
When is it needed?	Prior to any permit being issued or any contract, including purchase orders, being entered into for work
Who is the certificate holder?	The University at Albany and/or the Research Foundation of the State University of New York
Who are the additional insureds?	N/A

New York State requires employers to provide disability benefits coverage to employees for an off-the-job injury or illness. Disability benefits coverage is required is an employers employs individuals in New York State for more than 30 days in a calendar year.

The Workers' Compensation Law requires employers to post Form DB-120, Notice of Compliance – Disability Benefits Law, in all business locations. Whenever an employee is absent from work due to disability for more than seven consecutive days, the employer shall, within five days thereafter, provide the employee with prescribed Form DB-271s – Statement of Rights under the Disability Benefits Law.

FORM DB-155



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD -  
SELF-INSURANCE OFFICE  
20 PARK STREET - ROOM 206  
ALBANY, NY 12207



(518) 402-0247  
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW  
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
ADDRESS (HOME OR MAIN OFFICE)	LOCATION OF OPERATION
	OPERATIONS TO BE COVERED OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

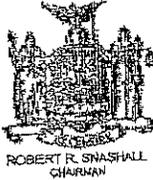
- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: \_\_\_\_\_  
Gina Wagoner  
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
180 LIVINGSTON STREET  
BROOKLYN, NY 11248

THIS AGENCY EMPLOYS AND SERVES  
PEOPLE WITH DISABILITIES WITHOUT  
DISCRIMINATION

Office of the Secretary

I, \_\_\_\_\_, Secretary to the Workers' Compensation Board of  
the State of New York

DO HEREBY CERTIFY, that \_\_\_\_\_

\_\_\_\_\_ has secured compensation to its employees as a self-insurer in the following manner:

\_\_\_\_\_ Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

\_\_\_\_\_ Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law.  
(County, city, village, town, school district, fire district or other political  
subdivision)

\_\_\_\_\_ Pursuant to Article 5 of the Workers' Compensation Law. (County Self-Insurance  
Plan)

The status of self-insurer was effective as of \_\_\_\_\_  
and such status still remains in full force.

IN WITNESS THEREOF, I have hereunto set my  
hand and affixed the seal of the Workers'  
Compensation Board this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_.

STATUS CONFIRMED

By \_\_\_\_\_

\_\_\_\_\_  
Secretary to the Board

SI-12 (5-95)

Lochner No. 3622  
0075028

## II DESCRIPTION OF WORK

The work of this project consists primarily of replacing rusted and failing "Dresser" style couplings on pipes at the Town of Poughkeepsie Arlington Wastewater Treatment Plant located on Sand Dock Road. The Plant Supervisor Steve Segna will designate and identify the couplings to be replaced. The attached photos are representative of the work and work area, but do not show or identify all couplings to be replaced and the entire route of the bypass RAS line. A total of 11 couplings of various sizes shall be replaced, consisting of three couplings on the 12" RAS line, three couplings on the 8" Effluent Water line, four couplings on the 6" Makeup Water line, and one coupling on a 4" diameter extension of the 12" diameter RAS line.

The normal working hours for the contractor at the plant shall be between 7:00 AM and 6:00 PM. Emergency work may be done outside of these hours, but the contractor must reimburse the Town for any labor overtime costs for plant employees.

**The plant RAS 12" iron pipeline may not be out of service for longer than two consecutive work days. Therefore, the bypass pipeline connection, all coupling replacements on the 12" and 4" sections of the iron pipe line, removal of the bypass pipeline connection, and all leakage testing shall be completed within those 2 days. The two water lines may each be out of service a maximum of two consecutive work days.** The RAS bypass line may be constructed and tested up to the point of making the final connection to the first RAS pump outside of the 2 day window, and the RAS bypass pipeline may be dismantled outside of the 2 day window.

The contractor shall submit his proposed schedule to the Arlington WWTP Project Manager, Steve Segna (see Section IX for his contact information) for review and approval within 14 days after award of the contract. The schedule must show the work window described in the paragraph immediately above and the one hour orientation meeting described in the second paragraph below.

The contractor shall notify the Arlington WWTP Project Manager, Steve Segna (see Section IX for his contact information) minimum 7 days before work is proposed to begin so that the plant operators can make process adjustment to prepare for the time that the contract work for the couplings replacements will disrupt normal plant operations.

On the first day of scheduled work, during the first hour of work and before starting actual work at the plant, the contractor's supervisory staff and craft workers shall attend a mandatory meeting for a safety orientation to be presented by the wastewater treatment plant operator's personnel. United

Water staff will identify their safety protocols and practices, including lockout and tagout requirements, and the contractor should describe his own safety program. United Water and the contractor should discuss and resolve any questions. (The Bidder shall include an allowance for one hour of time for the orientation meeting in the bid price.) Any additional or new contractor personnel not present at the initial meeting shall receive a similar orientation from United Water before starting work at the site. The contractor shall maintain a log of qualified personnel. United Water may refuse entry to the site to anyone not on the list of qualified personnel.

The contractor's normal working hours at the plant shall be between 7:00 AM and 6:00 PM. Emergency work may be done outside of these hours, but the contractor must reimburse the Town for any labor overtime costs for plant employees.

### **RAS PIPELINE**

The work on the Return Activated Sludge (RAS) pipeline shall be completed before work is begun on the two water lines.

Three couplings shall be replaced on the 12" RAS line, and one coupling shall be replaced on the 4" diameter extension of the RAS line. The line is cast iron (or possibly ductile iron) pipe that was constructed in the late 1960's. The contractor shall take his own measurements to assure that correctly sized replacement glands and couplings are provided.

As the first item of work, a temporary bypass line must be constructed to replace the 12" RAS iron pipeline when it is taken out of service to replace the couplings. The 12" RAS iron pipeline shall remain in service while the bypass line is constructed, until the final connection of the temporary bypass line to a new tee at the first RAS pump.

The bypass line diameter and material are the contractor's choice but the bypass line shall meet the following operational criteria.

- The bypass line and joints shall be leakproof. The watertightness of the bypass line shall be demonstrated with a satisfactory leakage pressure test in accordance with AWWA procedures before the bypass line is placed in service.
- The bypass line shall be able to pass 1100 gpm with no more headloss (including the greater headloss due to additional bends) than the existing 12" iron pipeline. Note that only the first of the two existing RAS pumps (each capable of pumping 1100 gpm) will continue to operate and discharge through the bypass line while the plant 12" iron pipeline is repaired.

- The bypass line shall be constructed for the 300' ± distance between the first of the two RAS pumps in the secondary clarifier building basement/pipe gallery and the inlet end of the aeration basins. The existing plant valves will allow the second pump to be isolated and continue to feed the existing 12" RAS line while the bypass line is connected to the first pump. Then the first pump shall be used to feed the RAS through the bypass line, now separated from the 12" RAS line, and the second pump shall be isolated from the existing 12" RAS line. United Water approved lockout and tagout procedures must be followed.

The bypass line shall begin at the new tee (described below) at the first RAS pump and extend a short distance down the tunnel/pipe gallery and then rise at and pass through a skylight opening. The skylight must be temporarily sealed raintight with the bypass line passing through it and then restored watertight upon removal of the bypass line. Once aboveground near the secondary clarifier building, the bypass line shall be protected from pedestrians with, for example, cones, warning tape or other barriers. The bypass line shall be run to the left of the stairs and up the slope to the main building. At the main building, the bypass line shall be run up the wall and across the concrete walkway (roof of the pipe gallery below) to the grate along the edge of aeration basin #1 and continue to the head of the three aeration basins. A tee shall be constructed and pipes shall be extended toward each of aeration basin #1 and aeration basin #3 (aeration basin #2 is not currently being used). A valve to control the RAS flow and a 550 gpm meter to measure the RAS flow shall be placed after the tee in each line to each basin (two valves and two flow meters required). The pipe discharges should be directed downward into the basin rather than discharging horizontally.

The bypass line shall be restrained against the thrust of the flow at every change in direction inside the tunnel/pipe gallery, at the skylight passage, and everywhere aboveground. Each discharge pipe shall be restrained against the thrust of the discharge at the aeration basin inlet. While concrete masonry anchors in the 6" thick pipe gallery roof slab (concrete walkway) may be acceptable, the cracks in the slab limit the suitability of the slab to support thrust restraints for the bypass pipeline and bypass pipeline components. However, at his own risk, the contractor may anchor thrust restraints to the pipe gallery roof slab/concrete walk. No matter how the bypass line is constructed or supported, the contractor shall assure that no damage is done to the existing plant structure during the bypass line construction, use and removal. Concrete masonry anchors, if used, shall be removed and the concrete surface shall be restored flush without holes or tripping hazards.

Upon completion of the bypass line (except for the final connection to the first RAS pump), the contractor shall turn off power to the RAS pump and isolate the 6" pump discharge pipe from the 12" RAS pipeline by closing off the valve. United Water approved lockout and tagout procedures must be followed. The contractor shall carefully open the existing RAS line on the pump discharge side and capture all sludge that drains from the pipe end and spills from the pump. The opened overhead RAS line shall be cleaned or capped as necessary to prevent any spillage of sludge.

The contractor shall be responsible for properly disposing of the sludge and flushing/cleaning water. It will be acceptable to discharge the drained sludge and flushing/cleaning water to the inlet of the secondary clarifier scum pit, about 150' ± from the pipe gallery. There shall be no spillage of sludge, or cleaning or flushing water, on the pipe gallery floor, walls or ceiling, or pipes and other facilities. There shall be no spillage of sludge, or cleaning or flushing water, aboveground. Any accidental spillage shall be immediately cleaned up and all contaminated surfaces shall be sanitized.

The pump discharge flange shall be cleaned, and a new flanged tee (to be provided by the contractor) shall be constructed vertically, with the side opening oriented as directed by Steve Segna of United Water. The contractor shall take measurements for a new spool piece (to be provided by the contractor) to be constructed between the top of the new tee and the existing quarter bend and adaptor in the RAS pipe above upon removal of the temporary bypass line. (The spool piece may be fabricated while the bypass line is in operation, but it must be ready for installation when the bypass line is dismantled.) A new 6" **non-rising stem** (contrary to the typical plant valves that have a rising stem) gate valve (to be provided by the contractor) shall be constructed on the side opening of the new tee, and the valve shall be sealed off with a blind flange (to be provided by the contractor). The temporary bypass line shall be connected to the top opening of the tee.

Alternatively, if there is not enough room to connect the temporary bypass line above the new tee, the bypass line may be connected directly to the pump discharge flange. In that event, however, the tee and valve must be placed in the temporary bypass line close to the RAS pump, and constructed in the final location on the RAS pump discharge flange upon dismantling the bypass line.

After the bypass line has been connected to the first RAS pump, and the bypass line has been checked for leaks and is satisfactorily operational, power to the second RAS pump shall be disconnected and the pump shall be properly locked out and tagged out, and the valve shall be closed and properly locked out and tagged out, to isolate the 12" iron pipe RAS line. The contractor shall carefully open the existing 12" iron pipe RAS line and capture all sludge that

drains from the pipe ends. The contractor shall drain and flush the 12" iron pipe RAS line to clean it of sludge. The cleaning requirements below shall also apply to the removal of any equipment and lines used for cleaning the 12" RAS iron pipe, including for example, pumps and suction and discharge lines and tools.

The contractor shall be responsible for properly disposing of the sludge and flushing/cleaning water. It will be acceptable to discharge the drained sludge and flushing/cleaning water to the inlet of the secondary clarifier scum pit, about 150' ± from the pipe gallery. There shall be no spillage of sludge, or cleaning or flushing water, on the pipe gallery floor, walls or ceiling, or pipes and other facilities. There shall be no spillage of sludge, or cleaning or flushing water, aboveground. Any accidental spillage shall be immediately cleaned up and all contaminated surfaces shall be sanitized.

Once clean, the 12" iron pipe RAS line and the 4" diameter extension of the RAS line may be opened and the couplings replaced. Care shall be taken that no sludge or liquid is spilled, and any spillage shall be immediately cleaned up as specified above.

Upon completion of the couplings replacements on the 12" iron RAS line and on the 4" diameter extension of the RAS line, **the watertightness of the repaired RAS line shall be demonstrated with a pressure test in accordance with AWWA procedures before the RAS line is again placed in service.** However, only the second RAS pump shall be restored to service by properly removing all lockouts and tagouts so that the plant RAS line will be restored to normal function.

The temporary bypass line shall be disconnected from the first RAS pump, dismantled and removed from the site. The cleaning requirements below shall apply to the dismantling and removal of the temporary bypass line and all its components (such as the valves, meters, etc). The cleaning requirements below shall also apply to equipment used for cleaning the bypass line, including for example, pump or compressor, liquid or air lines, and tools.

The contractor shall be responsible for properly disposing of the sludge and flushing/cleaning water. It will be acceptable to discharge the drained sludge and flushing/cleaning water to the inlet of the secondary clarifier scum pit, about 150' ± from the pipe gallery. There shall be no spillage of sludge, or cleaning or flushing water, on the pipe gallery floor, walls or ceiling, or pipes and other facilities. There shall be no spillage of sludge, or cleaning or flushing water, aboveground. Any accidental spillage shall be immediately cleaned up and all contaminated surfaces shall be sanitized.

Upon removal of the bypass line, the short spool piece previously fabricated shall be connected between the new tee and the original plant quarter bend and adaptor in the RAS line.

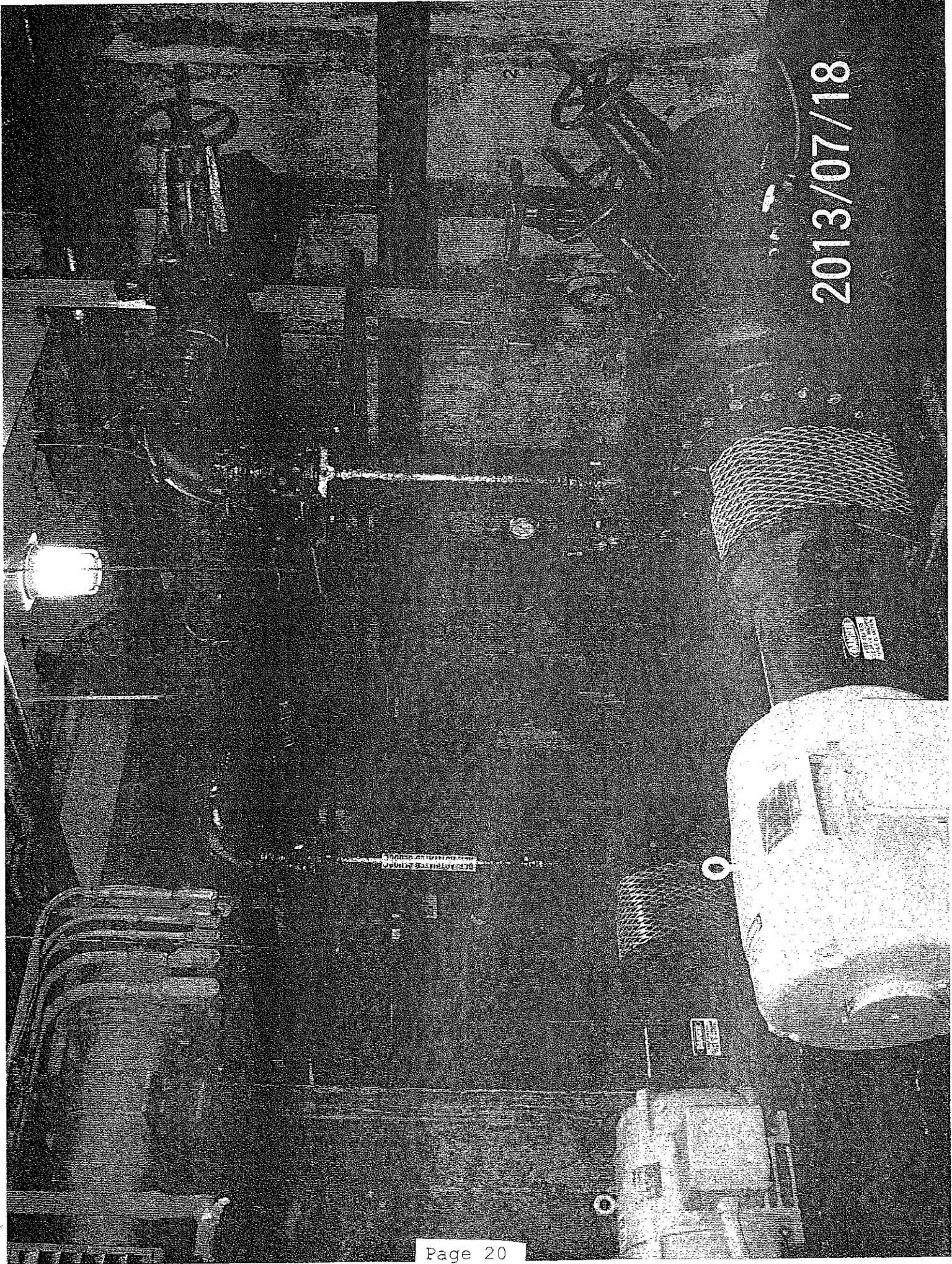
**The watertightness of the restored connection to the first RAS pump shall be demonstrated with a pressure test in accordance with AWWA procedures before that part of the RAS line is again placed in service.** Then the first RAS pump shall be restored to service by properly removing all lockouts and tagouts so that the plant RAS line will be restored to normal function with both pumps operational.

The exterior of the 12" RAS iron pipe and the 4" diameter extension of the RAS line shall be cleaned, primed and repainted as needed at each replacement coupling to match the color of, and to provide protection against corrosion equal to, the finish on the adjacent pipe. The paint and color shall be approved by Steve Segna of United Water.

Upon completion of all work associated with the RAS line, the plant site shall be left clean and sanitary.

The work associated with the RAS line (with the possible exception of painting) shall be completed before work is begun on either of the water lines.

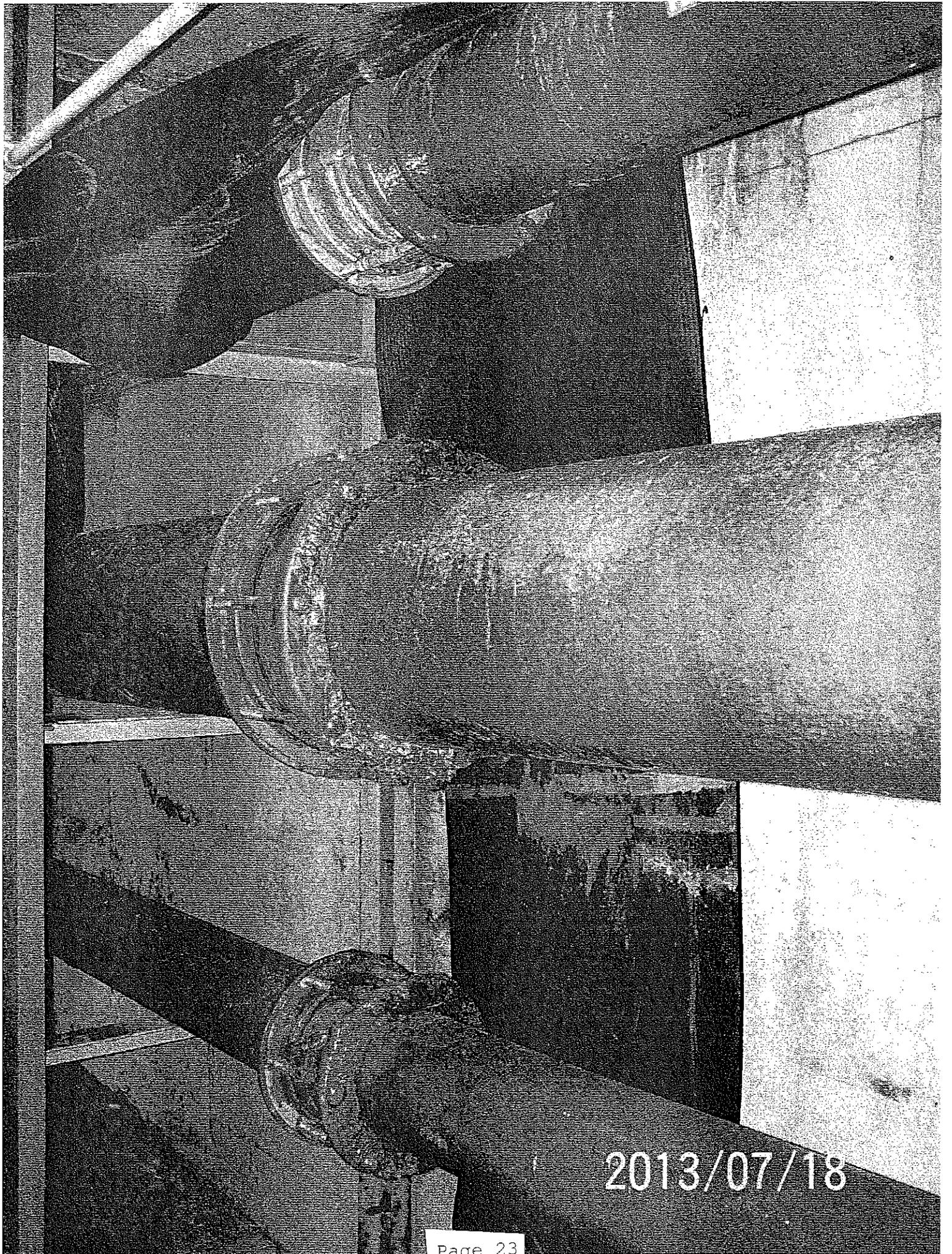
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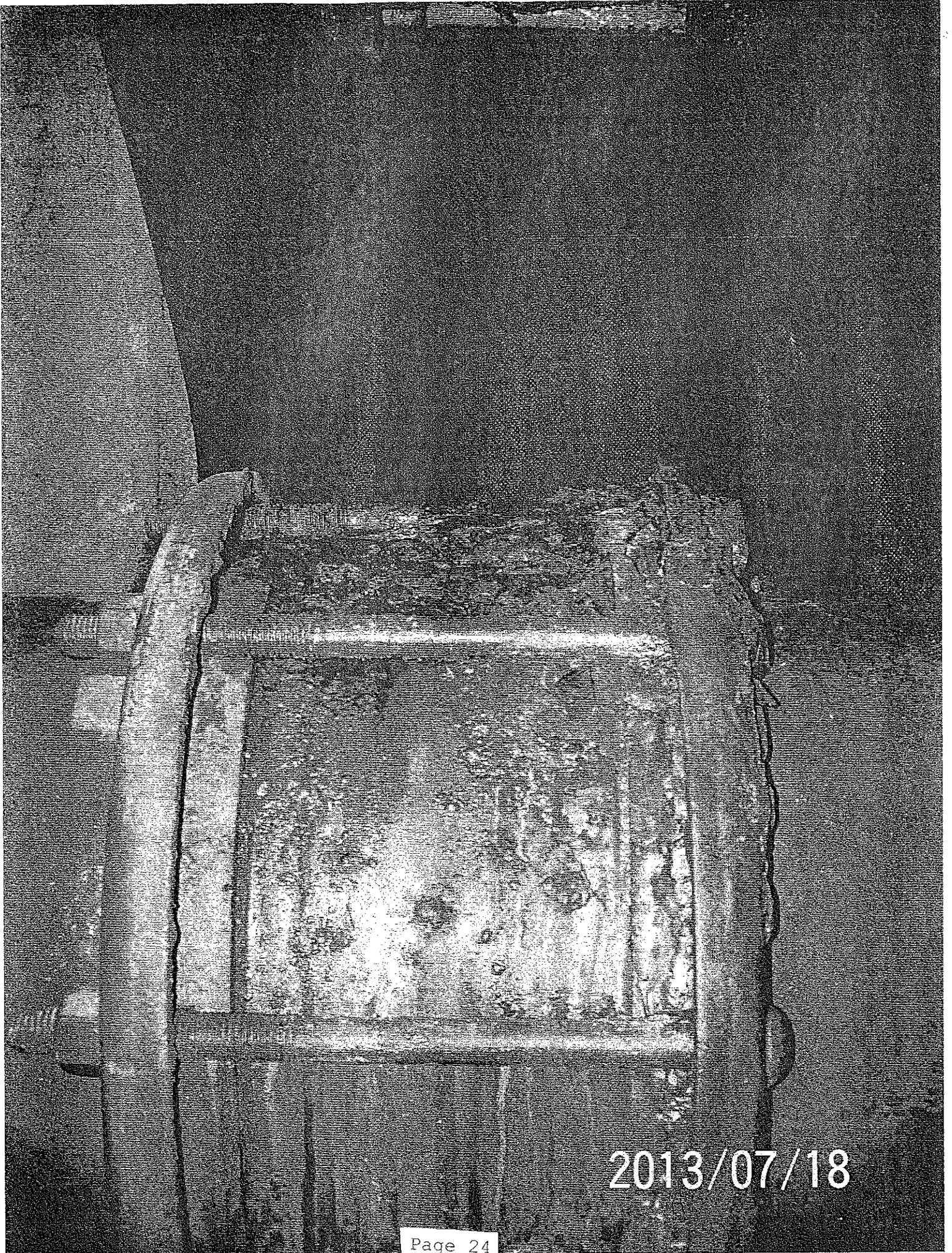
RET. ACTIVATED SLODGE

2013/07/18

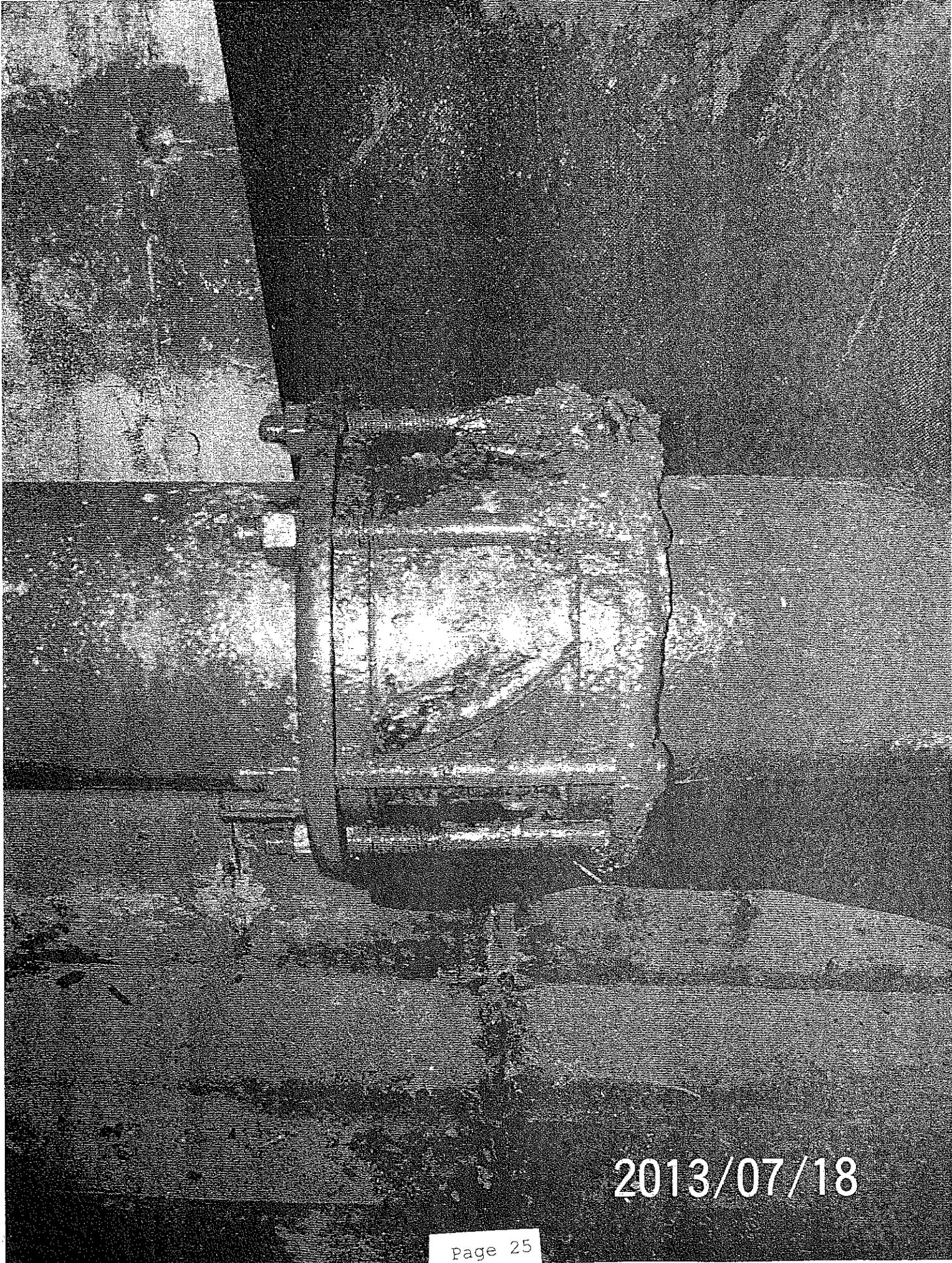
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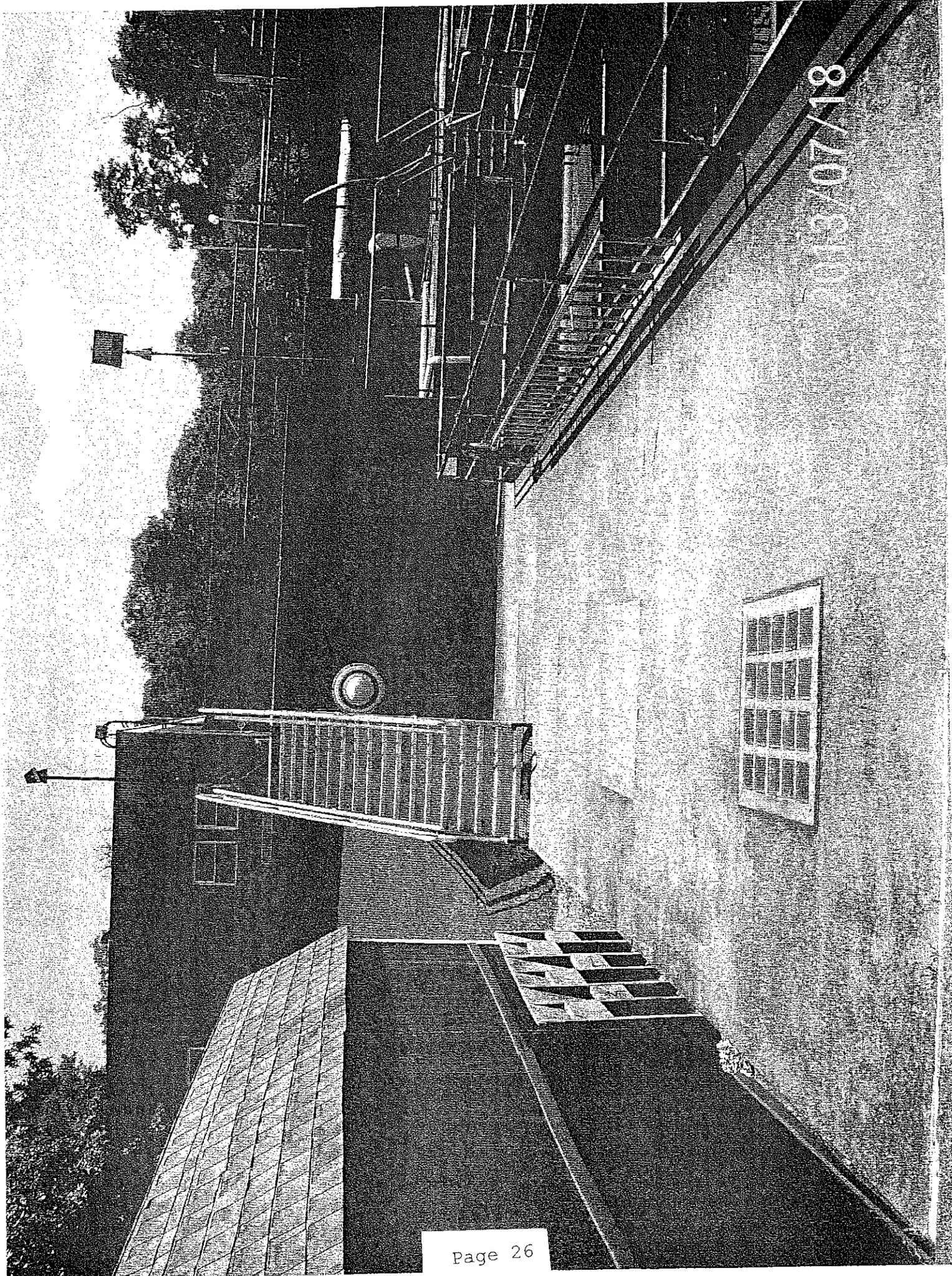
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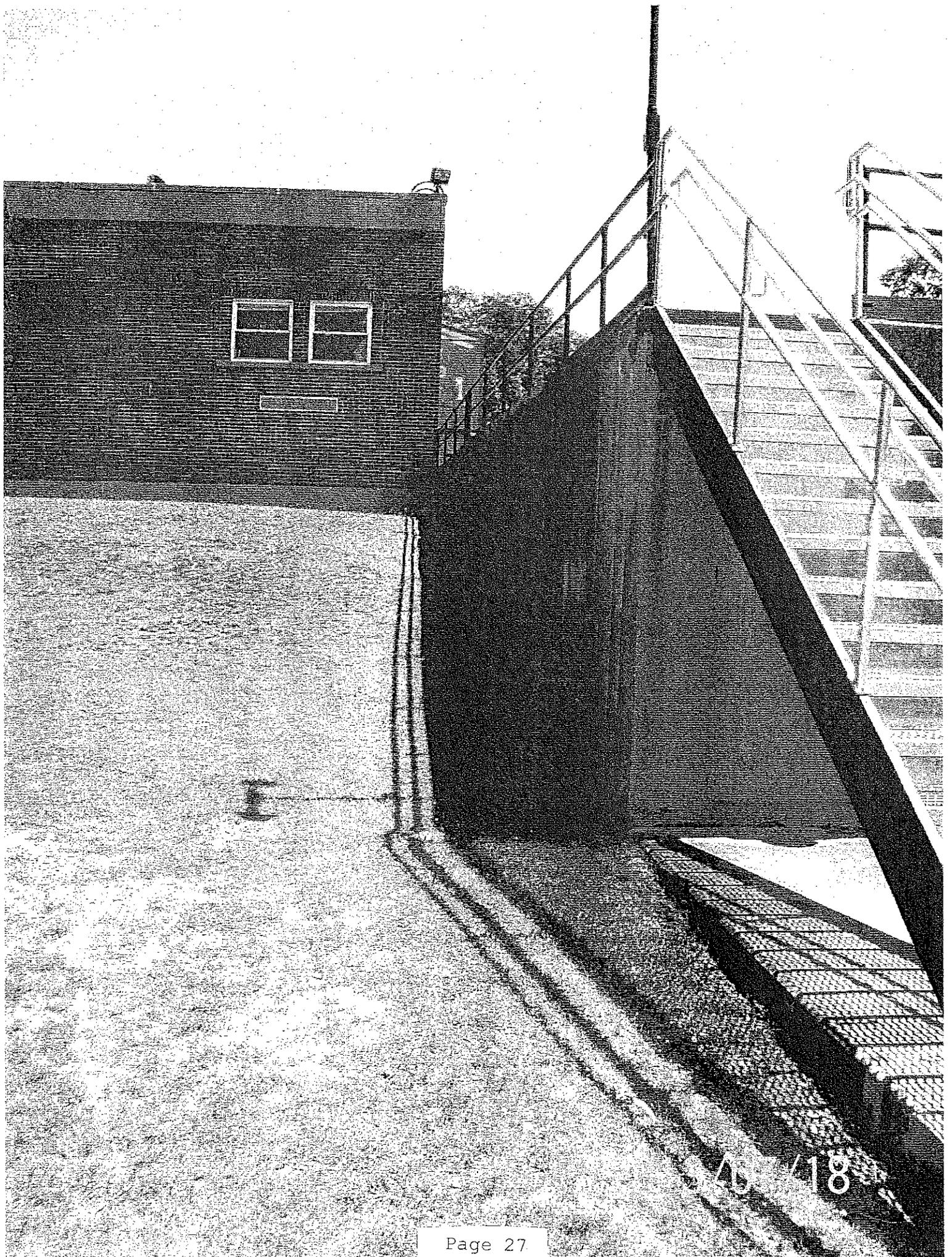
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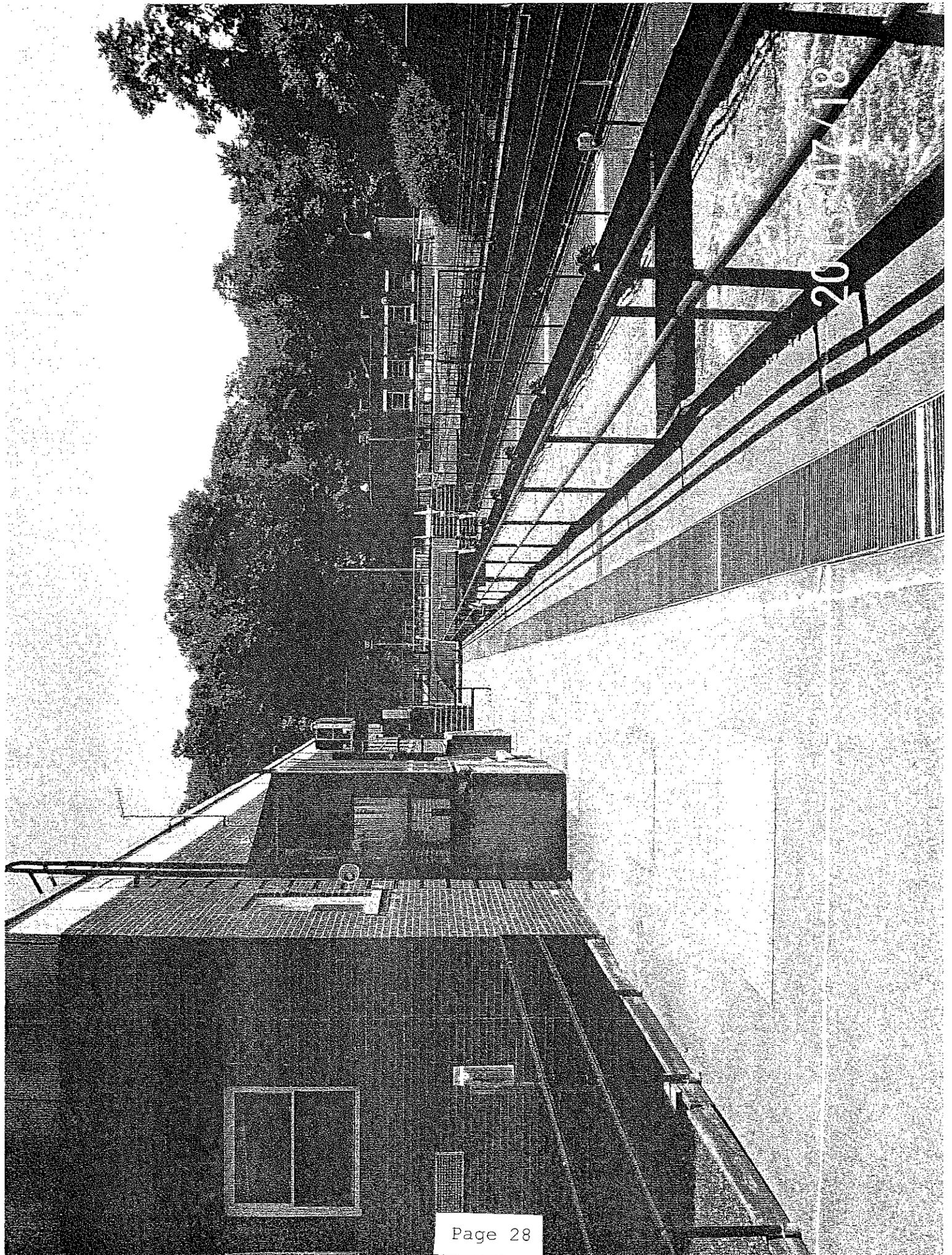
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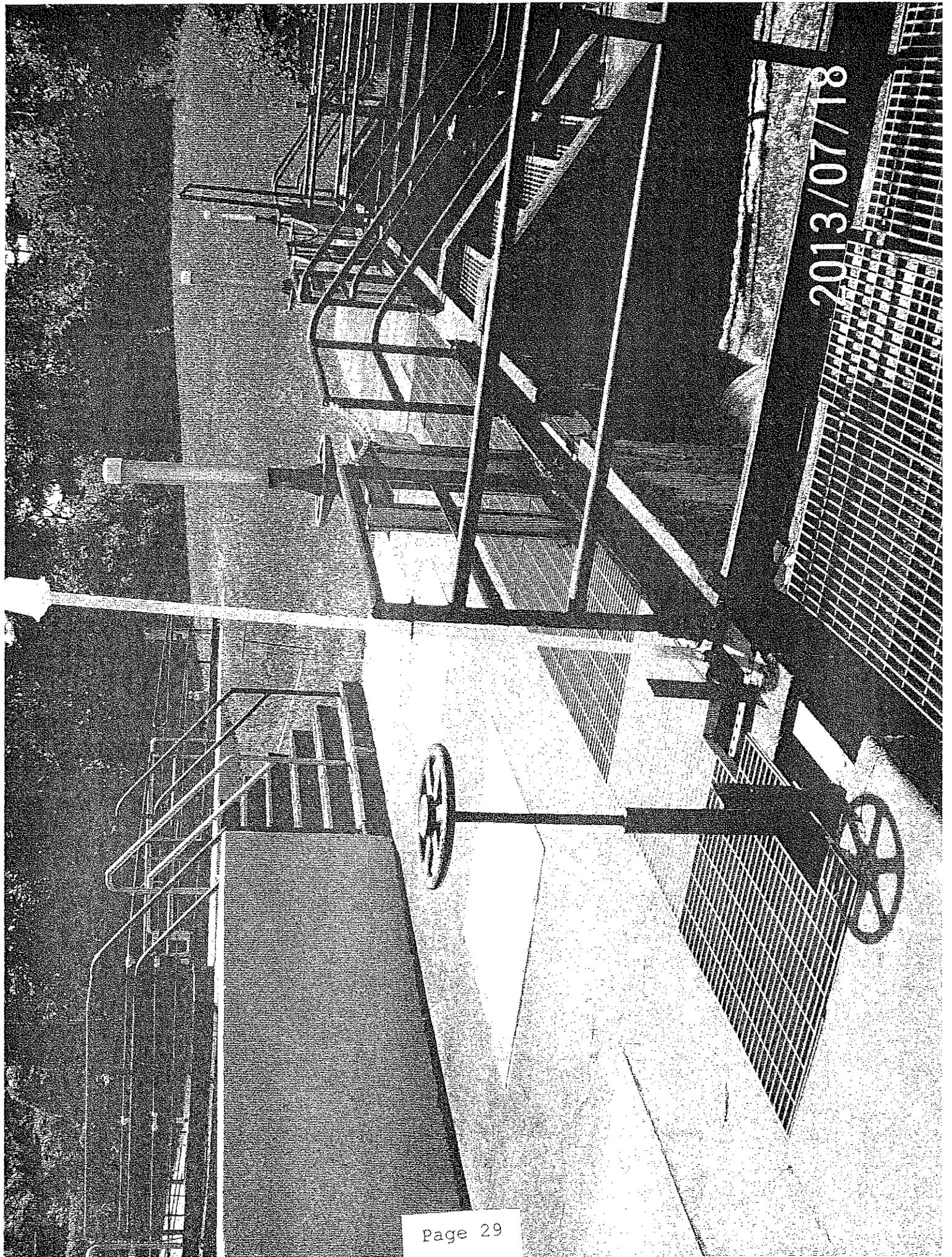


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### **EFFLUENT WATER LINE**

Three couplings shall be replaced on the Effluent Water line: two on the 8" section and one on the 6" section. The pipe is a cast iron (or possibly ductile iron) pipe that was initially constructed in the late 1960's. The contractor shall take his own measurements to assure that correctly sized replacement glands and couplings are provided.

The line can be shut down daily for 11 hours between 7:00 AM and 6:00 PM, but then must be restored to service before the end of the day. A temporary bypass line is not required while the pipe is taken out of service during one day to replace the couplings. The pipe shall be isolated from the water source by closing the valve(s), and proper United Water approved lockout and tagout procedures shall be followed. Then the pipe shall be carefully opened and slowly drained so that the discharge does not exceed the capacity of the floor drain channel and sump pump. Multiple days may be required to complete the coupling replacements, and the pipe shall be carefully drained each time it is taken out of service. Not both the effluent water line and the makeup water line shall be taken out of service at the same time.

**The watertightness of the repaired 8" and 6" Effluent Water line shall be demonstrated with a pressure leakage test in accordance with AWWA procedures before the Effluent Water line is again placed in service.**

The exterior of the Effluent Water iron pipe shall be cleaned, primed and repainted as needed at each replacement coupling to match the color of, and to provide protection against corrosion equal to, the finish on the adjacent pipe. The paint and color shall be approved by Steve Segna of United Water.

### **MAKEUP WATER LINE**

Four couplings shall be replaced on the 6" Makeup Water line. The pipe is a cast iron (or possibly ductile iron) pipe that was initially constructed in the late 1960's. The contractor shall take his own measurements to assure that correctly sized replacement glands and couplings are provided.

The line can be shut down daily for 11 hours between 7:00 AM and 6:00 PM, but then must be restored to service before the end of the day. A temporary bypass line is not required while the pipe is taken out of service during one day to replace the couplings. The pipe shall be isolated from the water source by closing the valve(s), and proper United Water approved lockout and tagout procedures shall be followed. Then the pipe shall be carefully opened and slowly drained so that the discharge does not exceed the capacity of the floor

drain channel and sump pump. Multiple days may be required to complete the coupling replacements, and the pipe shall be carefully drained each time it is taken out of service. Not both the effluent water line and the makeup shall be taken out of service at the same time.

**The watertightness of the repaired 6" Makeup Water line shall be demonstrated with a pressure leakage test in accordance with AWWA procedures before the Makeup Water line is again placed in service.**

The exterior of the Makeup Water iron pipe shall be cleaned, primed and repainted as needed at each replacement coupling to match the color of, and to provide protection against corrosion equal to, the finish on the adjacent pipe. The paint and color shall be approved by Steve Segna of United Water.

### III BID FORM

THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

EACH BID FORM SHALL BE ACCOMPANIED BY THE BID SECURITY (AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS) and THE CERTIFICATE OF NON-COLLUSION.

TO: The Town Board of the Town of Poughkeepsie.

Pursuant to and in compliance with your invitation to bid contained in the **ADVERTISEMENT FOR BIDS**, published in the \_\_\_\_\_

dated \_\_\_\_\_, the undersigned,  
\_\_\_\_\_ proposes and agrees as follows:

1. To furnish and to construct all the items and incidentals for the **ARLINGTON WASTEWATER TREATMENT PLANT PIPE COUPLINGS REPLACEMENTS** for the prices so named in this bid and in accordance with the description of work and specifications for the project.
2. To furnish all labor, machinery, equipment, facilities, tools, transportation, supplies, materials, insurances, permits, certificates, tests, guarantees, protection of equipment and property and life during construction; as well as competent and qualified supervision for all phases of the work, and other facilities and things necessary or proper for or incidental to the and to construct all the items as specified and on which this bid is based, within one hundred and twenty (120) days after the starting date to be specified in the Town's Notice to Proceed.

[The Notice to Proceed shall be issued by the Town Supervisor. It is anticipated that this will occur on or about one week after bid opening date.]

3. To furnish the Town within three (3) calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, a statement of qualifications.
4. To enter into a contract within fifteen (15) calendar days from the date of acceptance of this bid, including furnishing, with suitable surety to be

approved by the Town Board, Performance and Labor and Material Payment bonds, the amount of each of the bonds to be the full amount of the bid as it appears in this proposal. Note that the date of the bonds shall not be earlier than the date of the contract. Suitable binders may be acceptable.

5. To comply with the Davis-Bacon Act and other federal labor standards or provisions and to pay New York State prevailing wage rates applicable to this project.
6. In compliance with the Instructions to Bidders, the undersigned declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done, including attendance at the mandatory site meeting. He/she has examined the plans and specifications for the work and the contract documents relating thereto, has read all addenda furnished prior to the opening of bids, and has satisfied himself/herself relative to the work to be performed.
7. If the undersigned fails to perform any of the promises made herein, the Bid Guarantee Certified Check, which is herewith deposited with the Town Clerk, will be paid to the Town of Poughkeepsie, or payment of the Bid Guarantee Bond, which is herewith deposited with the Town Clerk, will be enforced for the benefit of the Town of Poughkeepsie, as liquidated damages for such default; otherwise the Bid Guarantee Certified Check or Bond will be returned to the undersigned.

Further, in consideration of, and to induce the award of this contract to him/her, the bidder represents and warrants that:

8. If this bid is accepted by the Town Board, Town of Poughkeepsie, as evidenced by issuance of a Notice of Award by the Owner, the bidder will execute a contract on the form of agreement herein provided and will comply with all provisions of said Notice of Award.
9. This bid is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same work, and that it is in all respects fair and without collusion or fraud.
10. He/She has carefully examined and fully understands all of the parts of the contract documents, and that he/she will execute the contract and will completely perform it in strict accordance with the provisions thereof for the sum set forth on the bid.

11. No officer or employee of the Town Board, Town of Poughkeepsie, or any person whose salary is payable in whole or in part by the Town Board is, shall be, or shall become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise in this bid or in the performance of the contract or in the supplies, materials or equipment, or to work or labor to which it relates, or in any portion of the profits thereof.
12. He/She is not in arrears to the Town Board upon debt or contract and is not a defaulter as surety, contractor, or otherwise upon any obligation to the Town Board, Town of Poughkeepsie.
13. If the bid documents contain any unlawful provision not an essential part of the bid and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and will upon notice by either the Owner or the bidder be deemed stricken from the bid documents without affecting the binding force of the remainder.
14. Each and every provision of any law and clause required by law to be inserted in the bid documents shall be deemed to be inserted herein and the bid documents 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 bid documents shall forthwith be physically amended to make such insertion.
15. That he/she is financially solvent and sufficiently experienced and competent to perform the work.
16. The work can be performed as called for by the owner's proposal and that the plans and specifications are in all respects suitable and adequate for the work.
17. That the facts stated in his/her bid and the information given by him/her are true and correct in all respects.
18. That he/she is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract, and that his/her information was secured by personal investigation and research.
19. In the event of a lawsuit, the bidder agrees that said suit shall be filed in the same federal district or county as the location of the project.

20. **Also attached hereto and made a part thereof is the required statement of exceptions taken as described in the Information for Bidders.**

ADDENDA:

Receipt of the following addenda (if any) is hereby acknowledged:

	<u>DATE</u>	<u>SIGNATURE</u>
ADDENDUM NO. 1	_____	_____
ADDENDUM NO. 2	_____	_____
ADDENDUM NO. 3	_____	_____

The bidder proposes to perform the work required in accordance with the Bid Documents for the lump sum price of, which includes the allowance of one hour safety orientation and training time by United Water personnel:

\_\_\_\_\_  
(in writing)

\_\_\_\_\_  
(in numerals)

Dated: \_\_\_\_\_, 2013

SIGN BID HERE \_\_\_\_\_  
Authorized Signature Title

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

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

**IV CERTIFICATION OF NON-COLLUSION BY BIDDER**

The undersigned represents that pursuant to Sections 103-a and 103-b of the General Municipal Law of the State of New York, no person referred to in the attached proposal who is the bidder or who is or was a member, partner, director or officer of the bidding firm or entity under this proposal has refused to sign a waiver of immunity or to answer any relevant questions relating to any transaction or contract with the State of New York, any political subdivision thereof, or any public authority, during the period of five years prior to the date hereof. The undersigned agrees that any contract awarded as a result of this bid may be canceled without penalty upon the grounds set forth in Sections 103-a and 103-b of the said General Municipal Law of the State of New York. The names and addresses of all persons and parties interested in the foregoing bid are as follows:

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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 knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1, 2 and 3 above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where 1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one.

Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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V BID BOND FORM

{Note: if any form other than that below, or an identical form, is used, such form must be reviewed and accepted by the Town Legal Department as to content and sufficiency. Any non-acceptable bid bond form shall be cause for rejection of the bid.}

KNOW ALL PERSONS BY THESE PRESENTS: that

\* \_\_\_\_\_ as Principal;  
and

\*\* \_\_\_\_\_ as Surety, are hereby  
held

and firmly bound unto the Town Board, Town of Poughkeepsie, New York in the amount of:

\_\_\_\_\_ Dollars

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

for the payment whereof Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

WHEREAS,

The condition of the above obligation is such that, whereas the Principal has submitted to the Town Board a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **ARLINGTON WASTEWATER TREATMENT PLANT PIPE COUPLINGS REPLACEMENTS** in the Town of Poughkeepsie, New York, as shown and specified in the contract, plans and specifications.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the Contract Agreement in the form attached hereto (properly completed in accordance with said Bid) and furnish such

performance bond and labor and material payment bond as required,

then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Principal may accept such bid; and said Surety does hereby waive notice of any such extension.

\*Insert Bidder's Name

\*\*Insert Surety's Name

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their Corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal of Principal if a Corporation)

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

By: \_\_\_\_\_

(Corporate Seal of Surety Co.)

\_\_\_\_\_  
(Corporation/Partnership/Individual) name printed

\_\_\_\_\_  
(Officer's/Partner's/Individual's) signature

\_\_\_\_\_  
(Officer's/Partner's/Individual's) name printed

STATE of \_\_\_\_\_ )  
 ) ss:  
COUNTY of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013

before me personally came \_\_\_\_\_ to  
me known and known to me to be the person described in and who  
executed the foregoing instrument, and he/she duly acknowledged that  
he/she executed the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County

No. \_\_\_\_\_ Term Expires \_\_\_\_\_

#### INSTRUCTIONS

The name, including full given name and business or residence address of each individual party to the bond shall be inserted in the space provided therefore, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted into the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated in which case a scroll or adhesive seal shall appear following the corporate name.

The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or the assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

**VI SAMPLE CONTRACT AGREEMENT TOWN BOARD**

TOWN OF POUGHKEEPSIE, NEW YORK

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Thirteen by and between the Town Board, Town of Poughkeepsie and

\_\_\_\_\_, Contractor,

WITNESSETH: in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Town, its successors and assigns, and the Contractor, and his/her successors and assigns, as follows:

The Town Board, Town of Poughkeepsie, New York agrees to pay and the Contractor agrees to accept (unless modified pursuant to the terms set forth in the General Conditions attached hereto) a total, final and fixed Contract Price of:

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

for the **ARLINGTON WASTEWATER TREATMENT PLANT PIPE COUPLINGS REPLACEMENTS.**

The Contractor will furnish all labor and materials necessary for providing and installing the equipment as noted herein.

Included in this Contract are all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurance, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a worker like job, complete in every respect and detail, left ready and in perfect condition for the Owner's use, as called for in the description of work.

The Contractor acknowledges that a delay in the delivery of the items specified may result in additional expenses to the Town and agrees, in the event he/she fails to deliver all the items specified within the time period as specified hereafter to reimburse the Town in the form of liquidated damages in the amount of one-half percent (0.5%) of the total price bid for each calendar day of delay in the

physical completion of the work beyond the agreed upon project time period as specified in the Town's Notice to Proceed unless said project time period is extended by mutual agreement in written form by both parties hereto.

The Contractor, by placing his/her signature on this Contract, hereby certifies that he/she has read and is aware, cognizant, and knowledgeable of the contents of all bid documents and the contract documents and he/she agrees to abide by and be bound by their contents and by all applicable federal, State and local laws, ordinances and statutes.

The Contractor agrees to defend, indemnify and hold harmless the Owner for any actions arising from injuries to the Contractor's employees, even if caused in whole or in part by Owner's negligence.

Attached hereto and bound into this Contract is a Performance Bond for the work and a Labor and Material Payment Bond for payment of labor and materials, each in the amount of:

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surety as required by provisions of the Contract Documents. This Performance Bond and Labor and Material Payment Bond shall be in the amount of 100% of the project bid price.

Payments, both progress and final, will be made after submittal to and review and recommendation for approval by the Wastewater Treatment Plant Project Manager, Steve Segna, and subsequent submittal to and review and approval by the Town Engineer, and then the Town Board.

The Contractor agrees to provide and install all items by the time of completion specified in the Town's Notice to Proceed and unless the time for completion is extended pursuant to Town Board approval, he/she agrees to supply all items within one hundred (120) days from the starting date specified in the Notice to Proceed.

(Corporate Seal if applicable)

\_\_\_\_\_  
(Corporation/Partnership/Individual) name printed

\_\_\_\_\_  
(Officer's/Partner's/Individual's) signature

\_\_\_\_\_  
(Officer's/Partner's/Individual's) name printed

STATE of \_\_\_\_\_)

) ss:

COUNTY of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013,

before me personally came \_\_\_\_\_ to  
me known and known to me to be the person described in and who  
executed the foregoing instrument, and he/she duly acknowledged that  
he/she executed the same.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County

No. \_\_\_\_\_ Term Expires \_\_\_\_\_

Town Board, Town of Poughkeepsie (Owner)

Attest By: \_\_\_\_\_

Signature

Name (printed)

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

**VII PERFORMANCE BOND FORM**

**{Note: if any form other than that below, or an identical form, is used, such form must be reviewed and accepted by the Town Legal Department as to content and sufficiency.}**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_ (Contractor) \_\_\_\_\_ (Address)  
as Principal, hereinafter called Contractor, and

\_\_\_\_\_ (Surety) \_\_\_\_\_ (Address)  
as Surety, hereinafter called Surety, are held and firmly bound unto the Town Board, Town of Poughkeepsie, New York, as Obligee, hereinafter called Owner, in the amount of:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
}

for the **ARLINGTON WASTEWATER TREATMENT PLANT PIPE COUPLINGS REPLACEMENTS** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,  
CONTRACTOR has by written agreement dated \_\_\_\_\_, 201\_\_\_\_ entered into a Contract with Owner for the **ARLINGTON WASTEWATER TREATMENT PLANT PIPE COUPLINGS REPLACEMENTS** in accordance with plans and specifications which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and hold harmless the Owner from all costs and damages which the Owner may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the

Owner may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly remedy the default by (1) Completing the Contract in accordance with its terms and conditions, or (2) Obtaining a bid or bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person, corporation or entity other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this

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

\_\_\_\_\_  
(Officer's/Partner's/Individual's) signature

\_\_\_\_\_  
(Officer's/Partner's/Individual's) name printed

\_\_\_\_\_  
(Corporation/Partnership/Individual) name printed (Surety)

(Corporate Seal if applicable)

-----

STATE of \_\_\_\_\_ )  
 ) ss:  
COUNTY of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public, County

No. \_\_\_\_\_ Term Expires \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership all partners should execute the bond.

Surety Companies executing Bonds must be authorized to do business in New York State and be approved by the Owner's attorney. All bonds shall be in a form acceptable in all respects to the Owner's attorney and shall be approved by the Owner's attorney.

**INSTRUCTIONS**

The name, including full given name and business or residence address of each individual party to the bond shall be inserted in the space provided therefore, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted into the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated in which case a scroll or adhesive seal shall appear following the corporate name.

The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or the assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

**VIII LABOR AND MATERIAL PAYMENT BOND FORM**

{Note: if any form other than that below, or an identical form, is used, such form must be reviewed and accepted by the Town Legal Department as to content and sufficiency.}

\_\_\_\_\_  
DATE BOND EXECUTED

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PENAL SUM OF BOND (EXPRESS IN WORDS AND FIGURES)

\_\_\_\_\_  
CONTRACT NUMBER DATE OF CONTRACT

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the Town of Poughkeepsie, hereafter called the Town, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors and assigns jointly and severally firmly by these presents.

WHEREAS, the Principal entered into a certain contract with the Town numbered and dated as shown above and hereto attached;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (a) A claimant is defined as having direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

- (b) The above named Principal and Surety hereby jointly and severally agree with the Town that every claimant as herein defined, who has not been paid in full, in accordance with the terms of the contract, before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Town shall not be liable for the payment of any costs or expenses of any such suit.
- (c) No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Town, or the Surety above named, within one hundred eighty (180) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was performed. Such notice shall be served by mailing the same, registered or certified mail, return receipt requested, postage prepaid, in an envelope addressed to the Principal or Surety, at any place where an office is regularly maintained by them for the transaction of business, and to the Town addressed to the Town Clerk, Town of Poughkeepsie, 1 Overocker Road Poughkeepsie, NY 12603 or served in any manner in which legal process may be served in the State of New York.
  2. Other than in a state court of component jurisdiction held in and for the Town of Poughkeepsie or in the United States District Court Southern District of New York and not elsewhere.

WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

---

Presence of:

WITNESS

INDIVIDUAL/ PRINCIPAL

\_\_\_\_\_  
Attest: \_\_\_\_\_ (SEAL)

Corporate Principal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
By

Affix Corporate Seal  
\_\_\_\_\_  
Corp

\_\_\_\_\_  
The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charged: \$ \_\_\_\_\_.

(The above must be filled in by Corporate surety.)

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal, was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation of its governing body.

\_\_\_\_\_  
(Corporate Seal)

### INSTRUCTIONS

The name, including full given name and business or residence address of each individual party to the bond shall be inserted in the space provided therefore, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted into the space provided therefore, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated in which case a scroll or adhesive seal shall appear following the corporate name.

The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or the assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

## IX TELEPHONE NUMBERS

Steve Segna, Project Manager  
United Water at Town of Poughkeepsie  
Wastewater Treatment Plant  
78 Sand Dock Road  
Poughkeepsie, New York 12603

(845) 462-6535

Peter Hobday, Assistant Town Engineer  
Poughkeepsie Town Hall  
1 Overocker Road  
Poughkeepsie, New York 12603  
[phobday@townofpoughkeepsie-ny.gov](mailto:phobday@townofpoughkeepsie-ny.gov)

(845) 790-4747

## X GENERAL CONDITIONS

### ARTICLE 1: DEFINITIONS

#### 1.1 WORDS AND EXPRESSIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context.

- \* "Act of God" shall mean an act, event, happening, or occurrence, and disaster and effect due to natural causes and inevitable accident, or disaster; a natural and inevitable necessity which implies entire exclusion of all human agency which operates without interference or aid from man and which results from natural causes and is in no sense attributable to human agency.
- \* "Addendum" or "Addenda" shall mean the additional contract provisions issued in writing by the Engineer prior to the receipt of bids.
- \* "Certificate of Completion" shall mean a letter or notice signed by the Owner after the Engineer has determined that no further work is to be done.
- \* "Certificate of Substantial Completion" shall mean a letter or notice signed by the Engineer when the work or a designated portion thereof is sufficiently complete that the Owner may occupy or use the work for the use for which it is intended.
- \* "Change Order" shall mean the fully executed written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- \* "Contract" or "Contract Documents" shall mean each of the various parts of the contract listed below, both as a whole and severally.
- \* Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this contract:

1. Contract Agreement
2. Performance Bond
3. General Conditions for Contract
4. Special Conditions for Contract
5. Detail Specifications
6. Drawings
7. All Addenda
8. All provisions required by law to be inserted in this contract whether actually inserted or not
9. Change Orders

- \* "Contractor" shall mean the person, partnership, firm or corporation with whom the Owner has executed the Contract Agreement.
- \* "Contract Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor by any one or more parts of the Contract defined herein, except extra work as defined herein.
- \* "Engineer" shall mean the consulting engineer for the Town as designated and duly appointed by the Town, directed or assigned by them to this Contract, with the powers and duties as stated in the contract documents.
- \* "Extra Work" shall mean work other than that required either expressly or implicitly by the contract in its present form. It may include work in areas designated on the plans as areas of future work, or in areas within the contract limits or adjacent thereto. Extra work shall be authorized by a change order.
- \* "Final Acceptance" shall mean acceptance of the work by the Owner as evidenced by his signature upon the final Certificate of Completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to said Certificate of Completion.
- \* "Inspector" shall mean an authorized representative of the Owner assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.
- \* "Owner" shall mean the party of the first part hereto, the Town, the Supervisor, or any other person designated by them to act on their behalf.
- \* "Plans" shall mean only those drawings specifically entitled as such and listed in the Specifications or in any addendum.
- \* "Project" shall mean the entire improvement to which this contract relates.

- \* "Site" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.
- \* "Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work as hereinafter detailed and designated as such.
- \* "Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes, labor, materials or labor and equipment at the site.
- \* "Surety" shall mean any person, firm or corporation that has executed as surety, and bond or bonds required to be executed by the Contractor as they relate to the provisions of the Contract.
- \* "The Work" shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the contract and shall include both contract work and extra work.
- \* Whenever they refer to the work or its performance, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used, they shall imply the direction, requirement, permission, order, designation or prescription of the Engineer and "approved", "acceptable", "satisfactory", "in the judgment of", and words of like import, shall mean approved by, or acceptable to, or satisfactory to, in the judgment of the Engineer.

## **ARTICLE 2: ROLES AND RESPONSIBILITIES**

### **2.1 THE CONTRACTOR**

The Contractor shall supervise, direct and perform the work in accordance with the true intent and meaning of the contract documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Engineer. The Contractor shall be responsible for the entire work until completed and accepted by the Owner.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Such approval, or the Engineer's failure to exercise his right to reject, shall not create a cause of action for damages.

The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Owner.

No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or an extension of time.

The Contractor acknowledges that the Owner does not guarantee that all pipes, ducts, utilities and other underground structures are shown on the plans, and that the information given is intended only as a guide to the Contractor. The Contractor shall not claim damages and shall not be entitled to payment because of any omission or faulty location on the plans of any pipes, ducts, utilities or other underground structures.

The Contractor shall do all work and pay all costs of cutting, protecting, supporting, maintaining, relocating and restoring all surface, subsurface or overhead structures, and all other property, including pipes, conduits, ducts, tubes, chambers, and appurtenances, public or private, in the vicinity of the work (except such which by law, franchise, permit contract, consent or agreement the owner thereof is required to protect, support, maintain, relocate or restore), repairing the same if damaged and restoring to their original conditions all areas disturbed. He shall not claim or be entitled to any damages for delay or otherwise by reason of such required work, and he hereby assumes all risks in connection therewith.

## **2.2 THE OWNER**

The Owner, in addition to those matters expressly made subject to its determination, direction or approval in this contract, shall have the power:

- (1) To determine finally any and all questions in relation to this contract and its performance, which determination shall be final and conclusive upon the Contractor;
- (2) To modify or change this contract so as to require the performance of extra work, or the omission of contract work, or both, whenever it deems it in the public interest to do so;

- (3) To suspend the whole or any part of the work or terminate the entire project whenever, in its judgment, such suspension or termination is required
  - (a) in the interest of the Owner generally, or
  - (b) to coordinate the work of the various Contractors engaged in this project, or
  - (c) to expedite the completion of the entire project even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the Engineer, delayed by such suspension;
- (4) If before the final completion of all the work contemplated herein, it shall be deemed necessary by the Owner to take over, use, occupy or operate any part of the completed or partly completed work, the Owner shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation or operation of such work by the Owner after receipt of notice in writing from the Board Director that such or part thereof will be used by the Owner on and after the date specified in such notice.

### **2.3 ENGINEER'S AUTHORITY**

- (1) The Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall have the power, subject to review by the Owner:
  - a. To inspect the performance of the work;
  - b. To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder;
  - c. To determine all questions in relation to the work, to interpret the drawings, specifications, and addenda;
  - d. To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the Owner or to the Contractor of the work to be done under the contract;

- e. To amplify the plans, add explanatory information and furnish additional specifications and drawings consistent with the intent of the contract documents.
  - f. To determine how the work of this contract shall be coordinated with the work of other Contractors engaged simultaneously on this project, including the power to suspend any part of the work.
- (2) The foregoing enumeration shall not imply any limitation upon the power of the Engineer, for it is the intent of this contract that all of the work shall be subject to his determination and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein. All orders of the Engineer requiring the Contractor to perform work as contract work shall be promptly obeyed by the Contractor.
- (3) The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- (4) The Engineer shall promptly make decisions relating to interpretation of the plans and specifications.

## **ARTICLE 3: INTERPRETATION OF CONTRACT DOCUMENTS**

### **3.1 CONFLICTING PLANS AND SPECIFICATIONS**

In the case of conflicting information within the plans and specifications as to the type of materials or workmanship to be provided, the Contractor agrees that he will accept the decision of the Engineer as to which was intended or which is in the best interest of the Owner.

In the event that any provision in any of the following parts of this Contract conflicts with any provision in any other of the following parts, the provision in the part first enumerated below shall govern over any other part which follows numerically, except as may be otherwise specifically stated. Said parts are the following:

1. Addenda
2. Special Conditions for Contract
3. General Conditions for Contract
4. Detail Specifications
5. Contract Drawings

The Contractor shall verify field conditions, including measurements and other conditions, before the start of construction. Any errors, inconsistencies or omissions shall be brought to the Engineer's attention for resolution.

### **3.2 SHOP DRAWINGS**

Where the nature of the work of the Contract makes it necessary, or where so required by the Engineer, the Contractor shall submit scale and full size shop drawings of the work for review by the Engineer. The shop drawings shall be complete in every detail and show any and all other necessary information in accordance with usual trade practice as particularly required for any special purposes.

The Contractor shall thoroughly check all shop drawings of the various trades for measurements, sizes of members, materials and details to make sure that they conform to the intent of the plans and specifications and for any and all other contract requirements. Drawings found to be inaccurate or otherwise in error shall be made correct. Shop drawings prepared by or under the direction of the Contractor shall be checked for accuracy and contract requirements by the Contractor before being forwarded to the Engineer. Shop drawings not so checked and noted will be returned to the Contractor without being examined by the Engineer. All measurements shall be verified at the building and/or structures.

Shop drawings shall be either catalog cuts or drawings showing construction details. The details required will vary but should include dimensions, sizes, type of material, finish, fabrication notes, special care or handling requirements, supplier or vendor name, contract, item number, name of company supplying drawing, date, revision and other information to identify and evaluate the item described.

The Engineer shall promptly review submitted shop drawings as an aid to the Contractor but review of drawings by the Engineer shall not relieve the Contractor of his responsibility for the proper performance of the work without additional cost to the Owner, whether or not the work was installed in accordance with drawings reviewed by the Engineer. Shop drawings will be reviewed for design and general arrangement only.

Seven (7) sets of shop drawings shall be submitted. Four (4) sets will be returned to the Contractor. One (1) set of shop drawings shall be submitted with the final as-built drawings.

### **3.3 MATERIALS**

All materials, equipment and articles (products) incorporated into the permanent work, which will become the property of the Owner, shall be new unless

specifically stated or shown otherwise in the contract documents. The word "new" shall not operate to exclude recycled raw materials used in the manufacture of previously unused, i.e. new, materials, equipment and articles (products) for this contract, provided that such items comply with all other contract requirements.

All materials, equipment and articles (products) which are specified by brand name (i.e., manufacturer's or supplier's name or trade name and catalog or model number or name) shall be deemed to have the words "or equal" inserted in each instance. The intent is not to limit competition but to establish a standard of quality which the Engineer has determined is necessary. The Contractor may use any product equal to that named in the contract documents provided 1) that the Contractor has given timely notice of his intent (in accordance with the submittal and scheduling requirements of this contract) and 2) that the Engineer approves the proposed alternate.

The Engineer may establish criteria for product approval and shall determine whether a proposed product is to be approved.

The Contractor shall have the burden of proving at his own cost and expense, to the satisfaction of the Engineer, that the proposed product is equal to that named in the contract documents. Items offered by some manufacturers or suppliers may require changes in the contract plans or drawings. The Contractor shall bear the cost and expense of preparing and providing detailed drawings showing all changes, if any, from details shown in the contract documents, for structures, pipes, seals, controls or other devices required to insure a complete, satisfactory and operating installation. Such detailed drawings shall be subject to the Engineer's approval as to conformance with the over-all project requirements.

The Contractor shall supply the product named 1) if the Engineer determines that the Contractor's proposed product is not equal to the product named in the contract documents or 2) if the Contractor fails to comply with the provisions of this article. The Contractor shall have and make no claim for the extension of time or for damages because 1) the Engineer requires a reasonable period of time to consider a product proposed by the Contractor or 2) because the Engineer does not approve the Contractor's proposed product.

Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments necessary to accommodate the option he selects.

### **3.4 ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees and include the cost thereof in his bid. He shall defend all suits or claims for infringement of any patent rights and shall save harmless the Owner from loss on account thereof,

except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified and the Contractor properly acquires all royalties and license fees at no additional cost to the Owner.

## **ARTICLE 4: PERFORMANCE OF THE CONTRACT**

### **4.1 RESPONSIBILITY FOR DAMAGE**

The Contractor shall faithfully perform and complete all of the work required by the Contract, and has full responsibility for the following risks:

- (1) Loss or damage, direct or indirect, to the work including the building or structure in which the work is being performed, or any other construction in progress whether being performed by any other Contractor or the Owner, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Engineer under this contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the work covered by the Contract has been finally accepted. In the event of such loss or damage, the Contractor shall forthwith repair, replace, and make good any such loss or damage at the direction of the Engineer without additional cost to the Owner.
- (2) Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.
- (3) The Contractor shall not be responsible for damages resulting from willful acts of Owner's employees or from negligence resulting solely from acts or omissions of the Owner, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this article.
- (4) The Contractor shall indemnify and save harmless the Owner, its officers, employees and agents, from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the Owner may retain such moneys from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the Owner. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Owner to retain the whole or any party of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the

enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractor or the Owner.

- (5) The Contractor shall provide written notice to the Engineer within three (3) business days of any loss, damage or injury arising out of the Contractor's performance of the Contract.
- (6) No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of the Town, for, on account of, or by reason of anything done, or omitted to be done, in connection with this contract.

#### **4.2 CLAIM FOR DAMAGES BY CONTRACTOR**

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work by reason of any act or omission of the Owner, its agents or of any persons, he shall, within five (5) days after sustaining such damage, make and deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the Owner. If on or before the fifteenth of the month succeeding that in which any damage is alleged to have been sustained, the Contractor shall fail to make and deliver to the Engineer an itemized, verified statement of the details and amount of such damages claimed, it is hereby stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

#### **4.3 DISPUTES**

The Contractor specifically agrees to submit in writing, in the first instance, any dispute relating to the performance of this Contract to the Engineer, who shall reduce his decision to writing and furnish a copy thereof to the Contractor. The Contractor must request such decision in writing no more than fifteen days after he knew or ought to have known of the facts which are the basis of the dispute.

The decision of the Engineer shall be final and conclusive unless within twenty days from the date of receipt of such copy the Contractor serves upon the Board a written appeal. Upon appeal, the decision of the Board or its duly authorized representative shall be final and conclusive unless the decision is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal.

Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract, including the work being disputed, in accordance with the Engineer's decision. Nothing in this Contract shall be

construed as making final the decision of any administrative official upon a question of law.

#### **4.4 COORDINATION OF SEPARATE CONTRACTORS**

The Owner may award other contracts related to the work. In that event, the Contractor shall coordinate his work with the work of other Contractors in such manner as the Owner may direct. Each Contractor shall control and coordinate the work of his Subcontractors, if any. The Owner shall approve or require the modification of the work schedules of all Contractors to the end that the project may be progressed as expeditiously as the case permits.

If any part of the work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report in writing to the Engineer any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of the work of this contract.

The Owner shall issue appropriate directions and take such other measures to coordinate and progress the work as may be reserved to the Owner in the contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take. However, the Owner shall not be liable for mere errors in judgments as to the best course of action to adopt among the alternatives available in any given instance.

The award of more than one contract for the project requires sequential or otherwise interrelated Contractor operations, and may involve inherent delays in the progress of any individual Contractor's work. Accordingly, the Owner cannot guarantee the unimpeded operations of any Contractor. The Contractor acknowledges these conditions, and understands that he shall bear the risk of all ordinary delays caused by the presence or operations of other Contractors engaged upon the project, and ordinary delays attendant upon any Owner approved construction schedule.

The Owner shall not be liable for ordinary delays in any case nor for extraordinary delays which occur by reason of any Contractor's failure to comply with directions of the Owner, or because of the neglect, failure or inability of any Contractor to perform his work efficiently, or the failure of a supplier to supply or a Subcontractor to perform.

Any claim for extraordinary delay caused by an allegedly unreasonable or arbitrary act, or failure to act, by the Owner in the exercise of its responsibility for supervision and coordination of the work, shall be waived, released, and discharged unless the Contractor whose work is impeded or delayed thereby, shall give notice in writing to the Board as promptly as possible and in sufficient time to permit the Board to investigate and formulate appropriate instructions.

The neglect or refusal of a Contractor to comply with directions issued by the Owner pursuant to its responsibility for supervision of the work shall constitute a failure to progress the work diligently in accordance with Contract requirements and shall justify withholding payments otherwise due, or termination of the Contract.

The Contractor shall indemnify the Owner for damages recovered against the Owner by another Contractor to the extent that any such claim or judgment is the proximate result of the Contractor's failure to progress the work in accordance with Contract requirements.

#### **4.5 CONTRACTOR'S SUPERVISION**

The Contractor shall designate, in writing, a competent supervisor for the work to represent the Contractor at the site at all times with authority to act for him and who can communicate effectively with the Owner's representative. All directions given the Contractor's representative shall be as binding as if given to the Contractor. The work may be suspended by the Engineer in whole or in part, if the Contractor has no such representative on site. The representative shall keep on site copies of the plans and specifications and shall have full authority to supply material and labor as required.

Should the Engineer deem any employees of the Contractor incompetent or negligent, or otherwise not qualified by reason of experience, or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the work.

#### **4.6 PERMITS AND COMPLIANCE**

The Contractor shall obtain, maintain and pay for all other permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the work at no additional cost to the Owner.

#### **4.7 BOUNDARIES**

The Contractor and all Subcontractors shall confine their equipment, apparatus, and the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Engineer. The Contractor shall be responsible for setting all grades, elevations and horizontal and vertical alignment required to layout all work called for on the plans and drawings.

#### **4.8 REFUSE AND DEBRIS**

The Contractor shall at all times keep the refuse and debris at the job site to a minimum, and at the completion of the contract shall remove all debris, waste and rubbish, tools, equipment, surplus supplies and materials, temporary

structures, etc, and leave all areas "broom" or "rake" clean. The interiors of buildings shall be cleaned as stated in the Specifications and General Conditions.

#### **4.9 SUBCONTRACTORS AND SUPPLIERS**

Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Engineer in writing the name of each proposed Subcontractor and supplier and obtain the Engineer's written consent to such Subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Subcontractor and supplier by the Engineer without causing delay in the work of the Project.

The Contractor's use of Subcontractors and suppliers shall not diminish the Contractor's obligations to complete the work in accordance with the Contract. The Contractor shall control and coordinate the work of his Subcontractors.

The Contractor shall be responsible for informing his Subcontractors and suppliers of all the terms, conditions and requirements of the contract documents.

In making payment to his Subcontractors, the Contractor shall comply with the provisions of New York State General Municipal Law § 106.b. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

#### **4.10 CONTRACTOR'S WORK REQUIREMENTS**

The Contractor shall do all the work and furnish at his own cost and expense, all labor, supervision, machinery, equipment, facilities, tools, transportation, supplies, materials, insurance, permits, certificates, tests, guarantees, protection of equipment and property and life during construction, and all other things whether or not explicitly shown or mentioned, necessary and proper for or incidental to the completion of a workmanlike job, complete in every respect and detail, left ready and in perfect condition for the Owner's use.

All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all Federal, State and local laws, codes, ordinances and statues as may be in effect at the time of bidding.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications which may be in excess of the requirements mentioned herein.

## **ARTICLE 5: CHANGE IN THE WORK**

### **5.1 PROCEDURE**

The Owner may make changes by altering, adding to or deducting from the work, and adjusting the contract sum accordingly. All changed work shall be executed in conformity with the terms and conditions of the contract documents unless otherwise provided in the change order. Any change in the contract sum or time for completion shall be adjusted when issuing a change order.

No written or oral instructions shall be construed as directing a change in the work unless in the form of a change order signed by the Owner and the Contractor. The change order shall describe or enumerate the work to be performed and state the price to be added to or deducted from the contract sum. If the extent or cost of the work is not determinable until after the change in the work is performed, the change order shall specify the method for determining the cost and extent of the change in the work when completed. If the Contractor disagrees with any element of the change order, he shall indicate his disagreement in writing on the face of the change order and promptly proceed in accordance with the change order. If he disputes any item of the change order, he shall comply with Article 4.3.

If the Contractor encounters a situation or work for which he believes he is entitled to a change order, he shall give the Engineer or inspector notice by telephone or in person within one business day and shall await instructions before proceeding.

If the Contractor is directed to perform work for which he believes he is entitled to a change order, he shall give the Engineer prompt written notice and await instructions before proceeding to execute such work. The Engineer may order the Contractor to execute the work as contract work. If the Contractor disputes this decision, he shall give notice pursuant to the dispute provisions of Article 4.3.

### **5.2 PAYMENT FOR CHANGE ORDERS**

The value of a change order shall be determined by one of the following methods.

- (1) By lump sum or unit prices negotiated or established based on estimated cost plus fifteen percent (15%) as compensation for all other items of profit and cost or expense, including administration, overhead, superintendent, materials used in temporary structures and allowances made by the Contractor to the Subcontractors.
- (2) If no unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual and reasonable net cost in money to

the Contractor of the materials and of the wages of applied labor required for such extra work (including net premium for workers' compensation insurance, contributions pursuant to the State Unemployment Insurance Law, and withholding taxes pursuant to the Federal Social Security Act) , plus fifteen percent (15%) as compensation for all other items of profit and cost or expense, including administration, overhead, superintendent, materials used in temporary structures and allowances made by the Contractor to the Subcontractors.

- (3) By prices specifically named in the specifications or on the Bid Form.
- (4) By estimate of the value as can be determined from the approved detailed estimate.

The Contractor shall, upon request, furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of extra work.

## **ARTICLE 6: TIME OF COMMENCEMENT, COMPLETION AND TERMINATION FOR CAUSE**

### **6.1 TIME OF COMMENCEMENT AND COMPLETION**

- (1) The Contractor must commence work on the day specified therefore in a Notice to Proceed signed by the Owner. Since TIME IS OF THE ESSENCE in this Contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion in accordance with the requirements of the Contract Documents not later than the specified date therefore, or on the date to which the time for completion may be extended.
- (2) Unless the date for completion is extended pursuant to the provisions of paragraph 6.2 below, the Contractor shall complete the work within the time allotted as stated in the Contract Agreement. The Engineer shall be the sole judge as to whether the work hereunder has been completed within the time stipulated.

### **6.2 EXTENSION OF TIME**

It is mutually agreed that no extension beyond the date of completion fixed by the terms of the contract shall be effective unless consented to in writing by the Engineer. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon

which each such cause of delay began and ended, and must be submitted to the Engineer within five (5) days after the start of the alleged delay. If the Engineer should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however, the Engineer should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his Subcontractors or suppliers, the Engineer may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the work within the time set forth in the contract.

If the Owner deems it advisable and expedient to have the Contractor complete and finish the work after the expiration of the contract date of completion, and in order that the Owner's fiscal officer may be permitted to make payment to the Contractor for work performed beyond the completion date, the Owner will grant an extension of time necessary to complete the work, conditional upon the assessment and deduction of liquidated damages from the moneys which may become due hereunder.

In the event of delay for cause, the Contractor's sole remedy shall be the extension of time granted as hereinabove provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.

Time necessary for review by the Engineer of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

### **6.3 LIQUIDATED DAMAGES UPON FAILURE TO COMPLETE**

It is mutually agreed between the parties that *TIME IS OF THE ESSENCE* in this Contract and that there will be, on the part of the Town, considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended.

The amount stated in the Contract Agreement is hereby stipulated as the liquidated damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the Owner because of the said delay and Contractor agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.

#### **6.4 TERMINATION FOR CAUSE**

If in the judgment of the Owner, the Contractor fails or refuses to prosecute the work in accordance with the Contract, or is failing to complete the work within the time provided by the Contract, the Owner may terminate the Contract by written notice. In such event, the Owner shall order the surety to complete the work. If the surety fails or refuses to complete the work in accordance with the contract provisions, including time of completion, the Owner may take over the work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the work, such of the Contractor's plant, materials, equipment, tools and supplies as may be on the site of the work. Whether or not the right to terminate is exercised, the Contractor and his surety shall be liable for any damage to the Owner resulting from his failure or refusal to complete the work in accordance with the Contract or his failure to complete the work within the time provided by the Contract.

If the Owner terminates the Contract, damages shall consist of liquidated damages, if any, until the work is physically completed, plus any increased costs occasioned the Owner in completing the work.

If the Owner does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the work is physically completed.

The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

- (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Board in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such Subcontractors or suppliers, and
- (2) The Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) days from when the Contractor knew or ought to have known of any such delay.

The Engineer will ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive.

If after notice of termination of the Contract, it is determined for any reason that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract; provided that damages for delay incurred by the Contractor shall be as specified in this article.

#### **6.5 TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE OWNER**

The Owner may terminate this Contract whenever in its judgment the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The Owner shall pay the Contractor the sum of:

- (1) the costs actually incurred up to the effective date of such termination, plus
- (2) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor prior to the effective date of the notice of termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under (1) above.
- (3) the rate of profit and overhead on (1) and (2) as prescribed by this Contract for change orders, provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been competed, no profit shall be included or allowed under this paragraph (3) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

In no event shall the Contractor's compensation exceed the total Contract amount.

The detailed estimate or amount of progress payments made to the Contractor prior to the day termination was effective shall not be conclusive evidence of costs incurred, but progress payments shall be offset against any payment which the Owner makes to the Contractor as a result of such termination.

## **6.6 CONTRACTOR'S DEFAULT**

The Contractor shall be declared in default if any of the following occur:

- (1) if the Contractor fails to begin work when notified to do so by the Owner, or
- (2) if the Contractor becomes insolvent, or
- (3) if a petition of bankruptcy is filed by or against the Contractor, or
- (4) if the work to be done under this contract shall be abandoned, or
- (5) if this contract or any part thereof shall be subcontracted without the consent of the Owner being first obtained in writing, or
- (6) if this contract or any right, moneys or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or
- (7) if, at any time, the Engineer shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or
- (8) that the work or any part thereof is unnecessarily or unreasonably delayed, or
- (9) that the Contractor is not or has not been executing the contract in good faith, or
- (10) that the Contractor is violating any of the provisions of this contract;

The Owner, without prejudice to any other rights or remedy of said Owner, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof. Upon receipt of the notice, the Contractor shall immediately discontinue all further operations on the work or such portion thereof, leaving untouched all plant, materials, equipment, tools and supplies.

## **6.7 SUSPENSION OF WORK**

The Engineer may order the Contractor, in writing, to suspend, delay, or interrupt performance of all or any part of the work for a reasonable period of time as he, in his sole discretion, may determine. The order shall contain the reason or reasons for issuance which may include but shall not be limited to the following: latent field conditions, substantial program revisions, civil unrest, acts of God, failure to have a supervisor on site.

Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the work as ordered and take immediate affirmative measures to protect such work from loss or damage.

The Contractor specifically agrees that a suspension, interruption or delay of the performance of the work pursuant to this article shall not increase the cost of performance of the work of this Contract.

A suspension order issued by the Engineer pursuant to this article shall have a duration not to exceed thirty (30) calendar days. If the Contractor is not directed to resume performance of the work affected by said suspension order prior to the expiration of thirty (30) calendar days, the Contract shall be automatically terminated for the convenience of the Owner and the Contractor shall be reimbursed in accordance with the payment schedule.

## **ARTICLE 7: INSPECTION AND ACCEPTANCE**

### **7.1 INSPECTION**

The Engineer or the Owner's representative will inspect and test the work at reasonable times at the site, unless the Engineer determines to make an inspection or test at the place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damages to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Engineer to reject the completed work.

### **7.2 CONTRACTOR'S OBLIGATION TO CORRECT DEFECTIVE WORK**

The Contractor shall, without charge, promptly correct any work which the Engineer finds does not conform to the contract documents, unless in the public interest the Owner consents to accept such work with an appropriate adjustment in the Contract sum. The Contractor shall promptly remove rejected material from the premises.

If the Contractor does not promptly correct rejected work including the work of other Contractors destroyed or damaged by removal, replacement, or correction, the Owner may:

- (1) correct such work and charge the cost thereof to the Contractor; or

- (2) terminate the Contract in accordance with the section on termination in the General Conditions.

The Contractor shall furnish promptly and without additional charge all facilities, labor and material reasonably needed to perform in a safe and convenient manner such inspections and tests as the Engineer requires.

The Contractor shall promptly correct work rejected by the Engineer or failing to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

### **7.3 PROGRESS REPORTS**

The Contractor shall keep the Engineer informed of the progress of his work and particularly when he intends to cover work not yet inspected or tested. When the work is not progressed continuously, except for weekends and holidays, the Contractor shall notify the Engineer again each time before resuming work. Twenty-four hours notice shall be given. All inspection and tests by the Engineer shall be performed in a manner not to unreasonably delay the work. The Contractor shall be charged with any additional cost of inspection when the work is not ready for inspection by the Engineer at the time stated by the Contractor or agreed to by the Engineer and Contractor.

### **7.4 INSPECTION PRIOR TO ACCEPTANCE**

Should the Engineer determine at any time before acceptance of the entire work to examine work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to conduct such inspection, examination or test. If such work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the work is found to meet the requirements of the contract documents, the Owner shall compensate the Contractor for the additional services involved in such examination and reconstruction and if completion of the work has been delayed thereby, he shall, in addition, grant the Contractor a suitable extension of time. If the Contractor covers his work prior to allowing inspections and tests by the Engineer, the Contractor shall promptly uncover and make ready all such areas for inspections and tests, and the Contractor shall be liable for and charged with any and all additional associated costs.

No previous inspection or certificates of payment or final payment shall relieve the Contractor from the obligation to perform the work in accordance with the Contract Documents. In the event that the Contractor has in any way failed to

comply with the Contract Documents, the final payment shall not act to relieve the Contractor of his responsibility to comply with the Contract Documents.

## **ARTICLE 8: PAYMENTS**

### **8.1 PAYMENT**

For the Contractor's complete performance of the work, the Owner will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the total of the lump sum price or the total of the unit prices at which this Contract was awarded, plus the amount required to be paid for any extra work ordered by the Engineer under Article 5, less credit for any work omitted pursuant to Article 5.

### **8.2 PROGRESS PAYMENTS**

- (1) The Owner will make monthly progress payments on account of this Contract, on or after the fifteenth (15th) of each month, whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the fair value of the work completed during the previous month exceeds one thousand dollars (\$1,000.00).
- (2) Payment will be in an amount equal to ninety-five percent (95%) of the value of the work completed less the aggregate of all previous payments.
- (3) Payment requests shall be made on a form approved by the Engineer and shall be submitted by the first business day of the month in which payment is scheduled to be made. Payment requests shall be approved, changed or rejected by the Engineer at least three (3) days prior to the date upon which payment is scheduled to be made.
- (4) When submitting payment requests, Contractor shall certify with each request that all Subcontractors, suppliers and laborers have been paid in full (less 5% retainage) up to the date of the request. No payments will be made by the Owner without this certification. Delays in payment due to disagreement between the Engineer and Contractor about a quantity shall be borne by the Contractor. It is also the burden of the Contractor to obtain agreement from the Engineer or to be satisfied with his estimate.
- (5) All materials and work covered by progress payments shall become the property of the Owner; however, such payments made to the Contractor shall not be construed as acceptance by the Owner of any work or materials not in accordance with the Plans and Specifications.

### **8.3 SUBSTANTIAL COMPLETION**

- (1) When the work or major portions thereof are substantially completed, the Contractor may submit a request for payment of the remaining amount of the contract amount. Upon receipt of such request for payment, the Engineer shall make an inspection and identify all work that is incomplete or otherwise not ready for final acceptance. The Owner shall approve and promptly pay the remaining amount of the contract balance less two times the value of any remaining items to be completed (as identified in the Engineer's Certificate of Substantial Completion) and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Certificate of Substantial Completion may also assign responsibilities for security, maintenance, damage to the work, insurance, etc. The Certificate shall fix the time within which the Contractor shall complete all items listed as being incomplete or otherwise not ready for final acceptance.
- (2) As the remaining items of work (as identified in the Engineer's Certificate of Substantial Completion) are satisfactorily completed or corrected, the Contractor may prepare a request for payment, but not more often than monthly, for any such work. The Owner shall pay as in paragraph 8.2.1. above.

### **8.4 FINAL PAYMENT**

- (1) Within thirty (30) days after receiving notice from the Contractor of completion of all of the work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the work under this contract, the Engineer will cause a final inspection to be made for approval of all the work done under this contract. If upon such inspection the Engineer determines that no further work is to be done, the Owner will issue a Certificate of Completion to the Contractor for the work done under this contract.
- (2) As a condition precedent to receiving final payment therefore, the Contractor shall submit verified statements similar to those required under paragraph 8.2.4. and shall also submit proof of title to the materials and equipment covered by the contract.
- (3) The Contractor shall also, prior to the request for final payment, supply to the Owner, affidavits and certificates of payment for labor, material and equipment (where applicable).

- (4) The Owner will, not later than thirty (30) days after the final acceptance of the work under this Contract, pay the Contractor the entire sum so found due there under after deduction of all previous payments and the amount to be retained pursuant to the period of maintenance and guarantee. It is mutually agreed that, all prior payment having been based on estimates made solely to enable the Contractor to prosecute the work advantageously, the final payment will be subject to such corrections as may be found necessary to bring the total payments into agreement with the contract price.

#### **8.5 ACCEPTANCE OF FINAL PAYMENT**

- (1) The acceptance by the Contractor or by anyone claiming by or through him of the final payment shall operate as and shall be a release to the Owner and every officer and agent thereof, from any and all claims and all liability to the Contractor for any thing done or furnished in connection with this work or project and for any act or neglect of the Owner or of any others relating to or affecting the work. 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.
- (2) As a condition precedent to receiving final payment, the Contractor shall submit AIA forms (or similar) G706 Contractor's Affidavit of Payment of Debts and Claims, G706A Contractors Affidavit of Release of Liens, and G707 Consent of Surety to Final Payment.
- (3) The Contractor will also, prior to request for final payment, supply to the Owner, affidavits and certificates of payment for labor, material and equipment (where applicable).

#### **8.6 CONTRACT QUANTITIES**

The quantities actually required to complete the contract work may be less or more than estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof. For unit price contracts, a change order may be prepared to bring the actual and estimated quantities and values into agreement.

#### **8.7 MAINTENANCE AND GUARANTEE**

The Contractor shall remedy all defects, paying the cost of any damage to other work resulting there from, which shall appear within a period of one year from the date of completion as evidenced by the Owner's Certificate of Completion. The Contractor shall, for this period, indemnify and hold harmless the Owner, its officers, and agents from any injury done to property or persons as direct or

alleged result of imperfections in his work or any other claims, actions or proceedings and the Contractor shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

The performance bond shall remain in full force and effect through the guarantee period unless a separate maintenance bond is provided.

If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving notice given by the Engineer not later than ten (10) days subsequent to the expiration of the one year period, the Owner shall have the right to have the work done by others and to deduct the cost thereof from the amount retained hereunder. The balance, if any, shall be returned to the Contractor at the end of the one year guarantee period without interest. If the amount so retained be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the Owner.

#### **8.8 NO ESTOPPEL**

The Owner or any department, officer, agent, or employee thereof, shall not be bound, precluded, or estopped by any acceptance, return certificate or payment made or given under or in connection with this Contract by the Owner, at any time, either before or after final completion and acceptance of the work and payment therefore:

- (1) showing the true and correct classification amount, quality or character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such acceptance, return certificate or payment is untrue, incorrect, or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the contract documents, or
- (2) from demanding and recovering from the Contractor any overpayment made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the contract documents, or
- (3) both 1 and 2 above.

### **ARTICLE 9: BONDS AND INSURANCE**

#### **9.1 CONTRACT SECURITY**

If at any time the Owner shall have 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 for the Owner, the Contractor shall, within five (5) days after notice from the Owner's attorney to do so, substitute an acceptable bond in such form and amount and signed by such other surety as may be satisfactory to the Owner's attorney. The premiums on all 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.

## **9.2 INSURANCE**

9.2.1 Simultaneously with the execution of the contract, the Contractor shall procure and maintain at its expense during the contract term, including any maintenance and guarantee periods, insurance as hereinafter specified (9.2.7) against:

1. Claims under Worker's Compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

9.2.2 The Town of Poughkeepsie / Owner shall be an additional insured on a primary and non-contributory basis on all coverages, including for products and completed operations. In addition to the contractual indemnification provisions, the insurance policies shall include a waiver of subrogation in favor of the Town of Poughkeepsie and hold harmless provisions in the contract in favor of the Town.

9.2.3 Proof of insurance shall be provided to the Town of Poughkeepsie in the form of a Certificate of Insurance. The Certificate of Insurance shall include the Town of Poughkeepsie as an additional named insured.

9.2.4 All property losses shall be made payable to and adjusted with the Owner.

9.2.5 All insurance policies shall be underwritten by companies authorized to do business in the State of New York and acceptable to the Owner.

9.2.6 In the event that claims in excess of these amounts are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security concerning such claims as may be determined by the Owner.

9.2.7 The Contractor shall procure and maintain insurance as specified below:

1. Automobile Liability - Automobile Liability insurance on an occurrence basis covering all owned, non-owned, and hired vehicles with the limits of not less than:
  - a. Bodily Injury/Property Damage with combined Single Limits of at least \$1,000,000 per occurrence
  - b. No Fault Benefits - statutory benefits
2. Commercial General Liability - Comprehensive General Liability insurance on an occurrence basis, with limits of not less than:
  - a. Bodily Injury and Property Damage \$2,000,000 per occurrence and \$3,000,000 aggregate
  - b. Products/Completed Operations \$3,000,000 Aggregate
3. Catastrophe, Excess Liability or Umbrella policies may be used to meet the coverage requirements, provided they do not contain restrictions on or exclusions of coverages required under these specifications.
4. Owner's/Contractor's Protective Liability - The Contractor shall provide to the Town of Poughkeepsie / Owner proof that the Contractor's Protective Liability Policy is written for Bodily Injury and for Property Damage with limits equal to those specified above to protect the Contractor against claims arising from the operations of any and all subcontractors which he employs on the project.
5. If applicable, all risk builders risk insurance coverage for loss or damage to property for buildings and structures owned by the Town of Poughkeepsie, which are under construction, renovation, remodeling or maintenance under this contract.

6. If applicable, Liability insurance for blasting commensurate with the nature and scope of the blasting which will be conducted on the project. Limits should be no less than stated for the CGL in 2 above.
  7. Workers' Compensation – Proof of statutorily mandated minimum benefits shall be evidenced by form C-105.2, or a certificate of exemption.
- 9.2.8 Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Town of Poughkeepsie Clerk by registered mail, return receipt requested, at the address listed below:

Susan Miller, Town of Poughkeepsie Clerk  
1 Overocker Road  
Poughkeepsie, NY 12603

Upon receipt of such notice the Owner shall have the option to cancel the Agreement without further expense or liability to the Owner, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required is maintained continuously throughout the term of the Agreement in form and substance acceptable to the Owner. Failure of the Contractor to take out or to maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any and all liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

## **ARTICLE 10: MISCELLANEOUS PROVISIONS**

### **10.1 COMPLIANCE WITH CODES AND LAWS**

All work performed under this contract shall be according to the highest standards of the trades involved, and shall conform to the requirements of any utilities, and any and all federal, State and local laws, codes, ordinances and statutes as may be in effect at the time of bid opening.

This shall not be construed as relieving the Contractor from complying with any of the requirements of the plans and specifications which may be in excess of the requirements mentioned herein.

The organization or arrangement of the plans and specifications shall not operate to define or establish the work to be performed by any trade or Subcontractor.

## **10.2 SERVICE OF NOTICES**

The Contractor hereby designated the business address specified in his bid as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-office box regularly maintained by the United States Postal Service, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit.

Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Engineer.

Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a corporation, upon any officer or director thereof.

## **10.3 LABOR STANDARDS**

The Contractor and its Subcontractors shall comply with all local, State and federal rules, including, but not limited to the Occupational Safety and Health Act of 1970, the Contract Work Hours and Safety Standards Act, and the New York State Labor Law with respect to hours of work, posting of notices, deductions in wages, and apprenticeship training programs.

The Contractor and Subcontractors, if any, shall keep the following information records on the site of this public works project:

- a. Record of hours worked by each workman, laborer and mechanic on each day.
- b. Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.
- c. Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.
- d. Schedule of hours that each piece of major equipment is being actually operated each day.

- e. Preference in employment shall be shown to residents of the State of New York who have been residents for a least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed in the construction of public works shall furnish satisfactory proof of residence in accordance with the rule adopted by the Industrial Commissioner, and each Contractor and Subcontractor shall keep a list of his employees, stating whether they are residents of the State of New York, native born citizens or naturalized, and, in case of naturalization, the date thereof, and the name of the court in which granted.

Payment of wages earned by employees upon public works shall be as covered by Section 220 and 220-D of the Labor Law.

Insurance against accident for all persons employed shall be as provided by the Workers Compensation Laws of the State of New York.

- f. The Contractor shall comply with all requirements of the State Labor Law applicable to contracts on behalf of a municipality for the construction, alteration or repair of any public building or public work, including particularly, but without limitation of the foregoing, the provisions relating to hours and wages, discrimination on account of race or color and preference in employment to citizens of the State of New York.

The Contractor shall indemnify and save harmless the Town from any claim alleging a violation of the labor laws of the State of New York, including but not limited to the Contractor's obligation to pay prevailing wage.

- g. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of employed on public work projects. The amount for supplements listed on the enclosed schedule (see Appendix A) does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contract shall make provision for disability benefits, workers compensation, unemployment insurance and social security, as required by law.

#### **10.4 RECORD-KEEPING REQUIREMENT**

The Contractor shall establish and maintain complete and accurate books, records, payroll records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Engineer or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

#### **10.5 NON-ASSIGNMENT CLAUSE**

This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, subcontracted or otherwise disposed of without the previous consent, in writing, of the Owner and any attempts to assign the contract without the Owner's written consent are null and void. The Contractor may assign its rights to receive payment with the Owner's prior written consent.

#### **10.6 NON-COLLUSIVE BIDDING REQUIREMENTS**

Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Owner a Certification of Non-Collusion by Bidders on Contractor's behalf.

#### **10.7 WAGE AND HOURS PROVISIONS**

Neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

#### **10.8 WORKERS' COMPENSATION BENEFITS.**

This Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. The Contractor agrees to defend, indemnify and hold harmless the Owner for any actions arising from injuries to the Contractor's employees, even if caused in whole or in part by Owner's negligence.

#### **10.9 NONDISCRIMINATION REQUIREMENTS**

The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to insure that all employees are employed, and that employees are treated equally during employment, without regard to their race, creed, color, sex or national origin.

#### **10.10 ARCHAEOLOGICAL SALVAGE**

Whenever during the course of construction, historical objects are encountered, such objects shall not be moved or destroyed. Work shall be stopped and re-scheduled to avoid disturbing such areas and the Engineer shall be notified immediately. The Engineer will then contact Louise Basa, Technical Services, New York State Department of Environmental Conservation at 518-457-3811, who will issue instructional procedures which will govern continuation of work in the affected area.

## XI TECHNICAL SPECIFICATIONS

See following pages

## PIPE COUPLING SPECIFICATION

### A. COUPLING

Couplings shall meet the specifications set forth in the AWWA Standard C219 coupling spec. The pipe couplings shall be of a gasketed, sleeve-type design with diameter to properly fit the pipe. Acceptable products may be available from Dresser, Romac Industries or Krausz Industries, for example. The couplings shall be compatible with the service conditions and shall comply with the following requirements, except as may not apply to some manufacturer(s).

### B. GENERAL

The pipe material for the lines to be coupled is not definitely known, but appears to be either cast iron or ductile iron that was constructed in the late 1960s. The contractor shall take his own measurements to assure that proper gaskets and couplings are provided to make a satisfactory, leakproof pipe connection.

The existing couplings appear to be non-restraining products. No changes shall be made to the pipe anchoring that could affect pipe anchoring and pullout resistance when the replacement couplings are installed.

The service types are activated sludge and non-potable water.

The working pressures are not known.

Each joint shall accommodate the same amount of movement as the current couplings accommodate.

The temperature ranges will be as experienced in the unheated / uncooled below grade pipe gallery.

The original plans for the sewage treatment plant included a detail for a "Dresser Style" coupling. Therefore, the replacement couplings shall be compatible with the original pipe ends preparation and separation/gap.

The pipe are supported at various points along the line, but not at or near a coupling.

## C. SPECIFICS

### **Multi piece style**

1) Each coupling shall consist of one (1) steel middle ring and two (2) steel followers, two (2) rubber-compounded wedge section gaskets and sufficient track-head steel bolts to properly compress the gaskets.

The middle ring and followers of the coupling shall be true circular sections free from irregularities, flat spots or surface defects. They shall be formed from mill sections of high strength low alloy steel with the follower-ring section of such design as to provide confinement of the gasket. After welding, they shall be tested by cold expanding a minimum of 1% beyond the yield point. Cast end rings and center rings shall be cast from ductile (nodular) iron, meeting or exceeding ASTM A 536.

The middle ring, inside and out, and followers shall be coated with fusion bonded epoxy coating conforming to AWWA C213 section 4.5 at an average thickness of 14 mils. Material to which any lining or coating is applied shall be prepared per the applicable AWWA Standard.

ANSI 304 Grade Stainless Steel with yield strengths that conform to all nationally recognized standards shall be provided. The coupling bolts shall be of the elliptic-neck, track-head design with rolled threads. The nuts shall be heavy hex. The manufacturer shall supply information as to the recommended torque to which the bolts shall be tightened. All bolt holes in the followers shall be oval for greater strength.

The coupling gaskets shall be made from virgin Styrene Butadiene Rubber (SBR) compounded for water and sewer service in accordance with ASTM D 2000 MBA 710, or equivalent synthetic rubber base compounded with other products to produce a material that will not deteriorate from age, heat, or exposure to air under normal usage conditions. It shall also possess the quality of resilience and ability to resist cold flow of the material so that the joint will remain sealed and tight indefinitely when subjected to shock, vibration, pulsation and temperature or other adjustments of the pipeline.

2) The couplings shall be assembled on the job in a manner to ensure permanently tight joints under all reasonable conditions of expansion, contraction, shifting and settlement, unavoidable variations in pipeline gradient, etc.

The Dresser Style 38 coupling, as manufactured by Dresser Piping Specialties, Bradford, PA may be acceptable, based upon a shop drawing review by the Town Engineering Department.

Romac Style "400" coupling, as manufactured by Romac Industries, may be acceptable, based upon a shop drawing review by the Town Engineering Department.

**One piece style**

1) Each coupling shall consists of sleeve type design consisting of center sleeve, one end ring and multi-range two layered EPDM gasket and stainless steel spanner per end, one or two type 304 stainless steel nuts and bolts per end.

Coupling body: Center sleeves fabricated of high strength carbon steel tubing equivalent to ANSI/AWWA C200.

Compression End Rings: One gasket compression end ring per coupling end. End rings to be of either one or two bolt design, fabricated of carbon steel equivalent toASTMA576. (One bolt per end in Nominal Size ranges of 1.5 to 12 inches and two bolts per end on the 14 to 24 inch diameter coupling end.)

The coupling gaskets shall be made from virgin Styrene Butadiene Rubber (SBR) compounded for water and sewer service in accordance with ASTM D 2000 MBA 710. or equivalent synthetic rubber base compounded with other products to produce a material that will not deteriorate from age, heat, or exposure to air under normal usage conditions. It shall also possess the quality of resilience and ability to resist cold flow of the material so that the joint will remain sealed and tight indefinitely when subjected to shock, vibration, pulsation and temperature or other adjustments of the pipeline.

Nuts and Bolts: ANSI 304 Grade Stainless Steel with yield strengths that conform to all nationally recognized standards. Bolts are pre-coated with an anti-seize type coating to prevent galling. Use of additional lubricant on bolts will void the warranty of the product. The nuts shall be heavy hex.

Coating: Interior and Exterior NSF-61 fusion bonded epoxy coating conforming to AWWA C213 section 4.5 at an average thickness of 14 mils.

Material to which any lining or coating is applied will be prepared per the applicable AWWA Standard.

2) The couplings shall be assembled on the job in a manner to ensure permanently tight joints under all reasonable conditions of expansion, contraction, shifting and settlement, unavoidable variations in pipeline gradient, etc.

The Hymax-2000 Series Wide Range Hydraulic Coupling (1.5" - 24" O.D.), may be acceptable, based upon a shop drawing review by the Town Engineering Department. Hymax® is a patented product developed by Krausz Industries, Ltd. The Hymax Trademark is the property of Krausz Industries Ltd.

**END OF SECTION**