

CONTRACT/BID/SPECIFICATIONS

SANITARY PIPE T.V. INSPECTIONS
AND CLEANING

FOR THE

TOWN OF POUGHKEEPSIE

ONE OVEROCKER ROAD

POUGHKEEPSIE, NEW YORK

CONTRACT 2014 - 05

TOWN SUPERVISOR

TODD TANCREDI

BOARD MEMBERS

JON BAISLEY
BILL CARLOS
JOSEPH CONTE
MIKE CIFONE
STEPHAN KRAKOWER
ANN SHERSHIN

TOWN CLERK

FELICIA SALVATORE

TOWN ATTORNEY

JAMES NELSON

September 2014

ADVERTISEMENT FOR BIDS

Receipt of bids: Separate sealed Bids will be received by the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 until 11 a.m. (local time) on October 8, 2014 at which time they will be publicly opened and read aloud for the "SANITARY PIPE T.V. INSPECTIONS AND CLEANING". All bids must be made upon and in accordance with the form of proposals prepared by the Engineering Department and shall be submitted in sealed envelopes so marked SANITARY PIPE T.V. INSPECTIONS AND CLEANING - 2014.

The information for Bidders, Specifications and other Contract Documents may be reviewed and obtained on September 22, 2014 at the Office of the Town Clerk, Town of Poughkeepsie, One Overocker Road, Poughkeepsie, NY 12603 and are also available on the Town's website along with any associated Bid Addenda. 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.

Each bid shall be accompanied by an acceptable form of Bid Deposit Guarantee in the amount of five (5) percent of the amount bid payable to the Town of Poughkeepsie as a guarantee that if the Bid is accepted, the Bidder will enter in a contract with the Town.

The Bid Deposit shall be a Certified Check of the bidder or Bid Bond and be drawn payable to the Town of Poughkeepsie.

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

STATEMENT OF NON-COLLUSION: Bidders are required to execute the non-collusion bidding certificate attached thereto 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.

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

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, October 8, 2014 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 Overrocker Road, Poughkeepsie, New York 12603 and designated as bid for the " SANITARY PIPE T.V. INSPECTIONS AND CLEANING - 2014".

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.

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 the Advertisement for Bids.

3. Qualifications of Bidder:

The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the town that such bidder is properly qualified to carry out the obligations of the contract documents and to deliver the items specified. Conditional bids will not be accepted. Names and qualification of all subcontractors must be submitted with the bid.

4. Bid Security:

Each bid must be accompanied by a Certified Check of the bidder or bid bond on the form of bid bond attached hereto drawn payable to the Town of Poughkeepsie, in the amount of five (5) percent 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 30 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 pre-bid documents will be made to any prospective bidder orally. Every request for such interpretation should be in writing addressed to Sean Crimmins at the Town Engineering Department 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 specifications 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 to be thoroughly familiar with the contract 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.

8. Sales Tax:

This work is exempt from certain sales/use taxes and the Contract amount excludes such taxes, but includes all other taxes.

9. Bid Comparison

Bids will be compared on the basis of the totals on the bid form comprising all items at the respective lump sum prices and/or unit prices bid for those items. 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 they deem to be in the best interest of the Town.

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 plus the alternatives chosen which have been submitted by a qualified bidder as long as the base bid plus the alternatives chosen 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 Labor and Material 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:

Contractor shall not proceed with any work under this agreement, for which work the Contractor is contemplating claiming reimbursement, until Contractor has received the Executed Contract and a Notice to Proceed from the Town.

14. Requirements Of NYS Workers' Compensation Board:

Before the Town enters into 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 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 under the Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.

Please note that it is acceptable of 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 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.

II BID FORM

To: The Town Board of the Town of Poughkeepsie.

In compliance with your Notice to Contractors, published in the _____ dated _____, the undersigned, _____ proposes and agrees as follows:

1. To furnish all the equipment, and incidentals, and to furnish labor and do all the work required, to construct, furnish, and complete the SANITARY PIPE T.V. INSPECTIONS AND CLEANING - 2014 and associated work in accordance with the prices so named in this bid in a worker like manner, in accordance with the plans and specifications, all of which are a part of the contract hereto annexed.
2. To complete all the work as specified and all payment requests submitted, on which this bid is based by 60 days of the 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 five (5) 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 ten (10) calendar days from the date of acceptance of this bid and, within fifteen (15) calendar days from the date of acceptance of this bid to furnish, 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.
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 contract.

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. 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.

If the undersigned fails to perform any of the promises made herein, the certified check, which is herewith deposited with the Town Clerk, will be paid to the Town of Poughkeepsie or payment of the bond herewith deposited will be enforced for the

benefit of the Town of Poughkeepsie as liquidated damages for such default; otherwise the check or bond will be returned to the undersigned.

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 for the Base Bid in accordance with the Contract Documents for the sum of:

_____ \$ _____
(in writing) (and figures)

Dated: _____, 2014

SIGN BID HERE

Authorized Signature Title

Print Name

Legal Company Name _____

Address _____

City, State, Zip _____

Telephone No. _____

Federal I.D. # _____

III BASE BID

CONSTRUCTION BID AND CONTRACT
SANITARY PIPE T.V. INSPECTIONS AND CLEANING - 2014
TOWN OF POUGHKEEPSIE

| ITEM NO./DESCRIPTION | EST. QTY. | PAYMENT UNIT | UNIT PRICE BID | | TOTAL |
|--|-----------|--------------|----------------|------------|-----------|
| | | | WRITTEN AMOUNT | IN FIGURES | PRICE BID |
| 00001 General conditions including mobilization, demobilization, and insurance for Sewer TV inspection and Cleaning at various locations within the Town of Poughkeepsie | 1 | L.S. | | | |
| 00002 – Base Bid Sewer TV inspection and report within Area 5 as depicted on the attached maps (8" dia. sewer pipe) | 15,280 | L.F. | | | |
| 00003 – Base Bid Sewer TV inspection and report within Area 3 as depicted on the attached maps (8" dia. sewer pipe) | 7,420 | L.F. | | | |
| 00004 – Base Bid Sewer TV inspection and report within the Country Club Estates as depicted on the attached maps (8" dia. sewer pipe) | 3,630 | L.F. | | | |
| 00005 - Cleaning Area 5 (8" dia. sewer pipes) | 15,290 | L.F. | | | |
| 00006 - Cleaning Area 3 (8" dia. sewer pipes) | 7,420 | L.F. | | | |
| 00007 - Cleaning Country Club Estates (8" dia. sewer pipes) | 3,630 | L.F. | | | |
| 00008 - Additional General Allowance (for unforeseen conditions) | 1 | | Four Thousand | 4,000 | 4,000 |

BASE BID TOTAL

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:

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.

V BID BOND FORM

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 _____ 201_____.

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 improvements for SANITARY PIPE
T.V. INSPECTIONS AND CLEANING - 2014 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.)

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

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

name printed

(Corporation/Partnership/Individual)

STATE of _____)

COUNTY of _____) ss:

On this _____ day of _____, 201____.
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_____

VI CONTRACT AGREEMENT

TOWN BOARD

TOWN OF POUGHKEEPSIE, NEW YORK

THIS AGREEMENT, made and executed this _____ day of _____, in the year Two Thousand and Twelve 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 SANITARY PIPE T.V. INSPECTIONS AND CLEANING - 2014.

The Contractor will furnish all labor and materials necessary to perform the work shown on the Plans and Specifications as prepared for the Town Board, Town of Poughkeepsie 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 plans and specifications.

The Contractor acknowledges that a delay in the completion of the project work may result in additional expenses to the Town and agrees, in the event he/she fails to complete all the work 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 bid price 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:

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, review and approval by the Town Engineer and the Town Board.

The Contractor agrees to begin work on the day specified in the Town's Notice to proceed and unless the date for completion is extended pursuant to Town Board approval, he/she agrees to complete the work within sixty (60) days from the starting date specified in the Notice to Proceed.

(Corporate Seal if applicable)_____

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

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

(Corporation/Partnership/Individual) name printed

STATE of _____)

COUNTY of _____) SS:

On this _____ day of _____, 201_____.

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

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

_____ Dollars (\$)

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 SANITARY PIPE T.V. INSPECTIONS AND CLEANING - 2014in 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____.

(Corporate Seal if applicable)

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

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

(Corporation/Partnership/Individual) name printed (Principal)

(Corporate Seal if applicable)

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

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

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

STATE of _____)

COUNTY of _____) ss:

On this _____ day of _____, 201_____.

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.

VIII LABOR AND MATERIAL PAYMENT BOND FORM

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 |
|--------------|-------------|-----------------------|
| _____ | as to _____ | (SEAL) |
| _____ | as to _____ | (SEAL) |
| _____ | as to _____ | (SEAL) |
| _____ | as to _____ | (SEAL) |
| _____ | | |

Attest:

Corporate Principal

Business Address

By

Title Seal Affix Corporate

Attest:

Corporate Principal

Business Address

By

Title Seal Affix Corporate

—
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 PHONE NUMBERS

PHONE NUMBERS

FRANCO ZANI, WASTEWATER COLLECTIONS SUPERINTENDENT
(845) 462-2280
Arlington Wastewater Treatment Plant
45 Sand Dock Road
Poughkeepsie, New York 12601

SEAN CRIMMINS, ASSISTANT TOWN ENGINEER
(845) 790-4748
Poughkeepsie Town Hall
One Overocker Road
Poughkeepsie, New York 12603

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 of 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 therefor 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 prices and 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 first (1st) 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 therefor:

- (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

Simultaneously with the execution of the contract, the Contractor shall provide at his own cost and expense, proof of the following insurance to the Owner, in the form of a Certificate of Insurance:

(Note: The insurance policy shall name as the insured the Contractor and the Town).

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.

Statutory Workers' Compensation coverage, in compliance with the Compensation Law of the State of New York.

The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:

1. Automobile Liability - Every Contractor shall take out and maintain during the life of this contract Automobile Liability insurance on an occurrence basis covering all owned, non-owned, and hired vehicles with the limits of not less than:

Bodily Injury/Property Damage on a combined Single Limits Basis
of at least \$1,000,000 each occurrence
No Fault Benefits Statutory Benefits

2. Commercial General Liability - Every Contractor shall take out and maintain during the life of this contract, which includes the guarantee period, such Comprehensive General Liability insurance, on an occurrence basis, to protect him from claims for damages for Bodily Injury and for Property Damage with limits not less than:

Bodily Injury and Property Damage \$2,000,000 per occurrence
\$3,000,000 aggregate
\$3,000,000 Products/Completed Operations Aggregate

The Town of Poughkeepsie should be covered as an additional insured on a primary and non-contributory basis including for products and completed operations. There should be a waiver of subrogation in favor of the Town of Poughkeepsie and hold harmless provisions in the contract in favor of the Town.

3. Catastrophe Excess Liability or Umbrella policies are acceptable in helping to fulfill the requirements, provided they do not contain restrictions or exclusions of coverages required under these specifications.
4. Owners/Contractors' Protective Liability - The General Liability Policy should be written to include Contractors' Protective Liability for Bodily Injury and Property Damage with limits not less than those specified above to protect the Contractor against claims arising from the operations of any Subcontractors which he employs on the project.
5. All risk builders risk insurance coverage for loss or damage to property for buildings and structures owned by the Board, which are under construction, renovation, remodeling or maintenance under this contract. The Owner must be listed as additional named insured.
6. Liability insurance for blasting commensurate with the nature and scope of the blasting which will be conducted on the project. The Owner must be listed as additional named insured on a primary and non contributory

basis including products and completed operations. Limits should be no less than stated for the CGL above.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the Town Clerk by registered mail, return receipt requested, at the address listed below:

Felicia Salvatore, Town Clerk
Town of Poughkeepsie
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 Board. 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 liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

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

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

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.

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 PREVAILING WAGE RATES

XII WORKERS' COMPENSATION & DISABILITY BENEFITS
FORMS

XIII SPECIAL CONDITIONS

Special Conditions

1. Location – The work is to be performed in various places within the Town of Poughkeepsie. The plans which have been provided depicts the general locations of the work.
2. Preconstruction Conference – Upon issuance of a “Notice To Proceed”, the Contractor, Town Engineer and Town Sanitary Department shall meet to discuss coordination of the project.
3. Traffic Control – The Contractor shall be responsible to provide traffic maintenance and protection as required by the New York State M.U.T.C.D. to carry out the work as described. The Contractor shall also provide sufficient protection for pedestrian traffic.
4. Stop Work – In the event the Town observes, during it’s inspection that these rules are not being followed, the Contractor will be ordered to stop the work until proper precautions are in place.
5. Inspections – The Town Engineer will be inspecting the work. The Contractor shall notify the Town Engineer’s office every morning of what work will be accomplished that day.
6. Access – The Contractor may not close a street in order to accomplish the work. He is also required to keep driveways accessible to vehicles during the course of the work.
7. Work – It is the intention of this contract that the work shall include the cleaning and inspections of sanitary pipes. An inspection report shall be submitted per the detailed specifications.
8. Permits- Contractor shall obtain all necessary permits to complete the work where applicable.

XIV DESCRIPTION AND PAYMENT OF BID ITEM

BASIS OF PAYMENT

00001

Mobilization

Description: Work under this item shall include the Contractor providing necessary bonds and insurance and any set up work necessary to prepare the construction site.

Method of Payment: Payment for mobilization will be made on a lump sum basis. Only 25% of this item can be requested on the initial payment request. An additional 50% can be requested when 50% or more of the work is completed and the remaining 25% can be requested at substantial completion.

00002

Sewer T.V. inspection AREA 5

Description: Work under this item shall consist of visual recording of the interior of the sewer pipes within AREA 5 as depicted on the attached maps. Work shall include directing traffic safely around the site as needed. Work under this item shall also consist of the television inspection logs and reports for the infiltration points, defects, etc. found during the inspection. A DVD or CD be supplied to the owner.

Method of Payment: Payment for this item shall be made on the linear feet of pipe inspected.

00003

Sewer T.V. inspection AREA 3

Description: Work under this item shall consist of visual recording of the interior of the sewer pipes within AREA 3 as depicted on the attached maps. Work shall include directing traffic safely around the site as needed. Work under this item shall also consist of the television inspection logs and reports for the infiltration points, defects, etc. found during the inspection. A DVD or CD be supplied to the owner.

Method of Payment: Payment for this item shall be made on the linear feet of pipe inspected.

00004

Sewer T.V. inspection COUNTRY CLUB ESTATES

Description: Work under this item shall consist of visual recording of the interior of the sewer pipes within COUNTRY CLUB ESTATES as depicted on the attached maps. Work shall include directing traffic safely around the site as needed. Work under this item shall also consist of the television inspection logs and reports for

the infiltration points, defects, etc. found during the inspection. A DVD or CD be supplied to the owner.

Method of Payment: Payment for this item shall be made on the linear feet of pipe inspected.

00005 Cleaning AREA 5

Description: Work under this item shall consist of cleaning the any foreign material within the sewer pipes to a minimum of 95% of the original carrying capacity. Work shall include directing traffic safely around the site as needed.

Method of Payment: Payment for this item shall be made on the linear feet of pipe cleaned.

00006 Cleaning AREA 3

Description: Work under this item shall consist of cleaning the any foreign material within the sewer pipes to a minimum of 95% of the original carrying capacity. Work shall include directing traffic safely around the site as needed.

Method of Payment: Payment for this item shall be made on the linear feet of pipe cleaned.

00007 Cleaning COUNTRY CLUB ESTATES

Description: Work under this item shall consist of cleaning the any foreign material within the sewer pipes to a minimum of 95% of the original carrying capacity. Work shall include directing traffic safely around the site as needed.

Method of Payment: Payment for this item shall be made on the linear feet of pipe cleaned.

00008 Additional General Allowance

Description: Work under this item shall consist of unforeseen items.

Method of Payment: Payment for this item shall be made in accordance with General Conditions Section 5.

XV DETAIL SPECIFICATIONS

SECTION 01500

TRAFFIC MAINTENANCE AND PROTECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work of this Section consists of maintaining traffic and protecting the public from damage to persons and property within the limits of and for the duration of this contract.
- B. Maintain traffic over a reasonably smooth traveled way marked by signs, delineators, guiding devices and other acceptable methods in conformance with the New York State Manual of Uniform Traffic Control Devices (MUTCD).

1.02 APPLICABILITY

- A. The Work of this Section shall be required in all areas within the project limits that will be open to vehicular traffic.

1.03 RESPONSIBILITY

- A. Assume responsibility for conducting operations in a manner to insure the safety and convenience of all travelers and adjoining property owners within the limits of and for the duration of the contract.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Comply with the requirements of DOT Section 700 Materials as they apply to the various materials required for the Work of this Section.
- B. Provide sign panels of aluminum, galvanized steel or plywood with faces of reflective sheet material and non-reflective black characters conforming to DOT Section 730-13.
- C. Provide delineators, barricades and lighting for construction barricades in accordance with the requirements of MUTCD. Where reflective materials are required, conform to DOT Section 730-05.02 except where glass or plastic buttons are used as delineators. Barricades, cones and drums may use reflective materials conforming to DOT Section 730-05.01.
- D. Provide pavement delineation of reflective paint or reflective pressure sensitive pavement marking tape. Line segments shall be a minimum of 4 inches wide and

36 inches long applied with the long axis of the segment parallel to the direction of traffic.

PART 3 - EXECUTION

3.01 GENERAL

- A. Remove construction equipment and materials from roadway and parking areas during non-working hours or provide protection in such a manner that they will not constitute a traffic hazard.
- B. Conduct and schedule the Work in a manner that will minimize the time during which the traveling public will be exposed to hazards.
- C. Do not park employee's personal vehicles within the work area in a manner that they will constitute a traffic hazard.
- D. Provide a traveled way suitable for two lanes of moving traffic. Keep traveled way reasonably smooth and hard at all times.
- E. Keep the traveled way of all roadways and parking areas utilized for hauling materials to or from this project free of foreign objects that may fall or drop from transporting vehicles.
- F. Correct dusty conditions resulting from the Work by the use of calcium chloride and/or water. Distribute water uniformly by the use of suitable spray heads or spray bar. The Owner's Representative will be the sole judge of the need for the application of water for dust control. Apply water at the intervals and locations ordered by the Owner's Representative.
- G. Whenever it becomes necessary to maintain traffic on one lane, provide adequate traffic controls on the Section of Roadway on which vehicle traffic is maintained. Provide competent flag persons or traffic signals at the location which will in the judgment of the Owner's Representative adequately and continuously control one lane traffic.
- H. Provide a sufficient number of competent flag persons in areas where construction operations are in potential conflict with vehicular traffic. Flag person shall wear orange hats or caps and vests in conformance with MUTCD.
- I. Maintain safe and adequate ingress and egress to and from intersecting highways, residences and commercial establishments.
- J. The Contractor is not responsible for removal of snow and ice from pavements or traveled ways open to vehicular traffic.
- K. Maintain existing and new drainage structures, culverts and ditches to adequately drain the traveled way.

- L. Provide, maintain, move and remove delineation and guiding devices to properly delineate a safe and reasonable roadway. Delineate areas on which it is unsafe to travel.
- M. Delineate drop-offs less than 6 inches by providing approved delineators at intervals of not more than 200 feet. Where the drop off is between 6 inches and 18 inches, the spacing between delineators shall not be more than 100 feet. Where the drop off is greater than 18 inches, a continuous delineation consisting of 2 inch or wider brightly colored flexible tape shall be used in addition to individual delineators provided they are properly painted and reflectorized in accordance with MUTCD.
- N. Maintain existing signs, markers, delineators and their supports. Where necessary, relocate existing signs in conformance with MUTCD. Replace signs lost or damaged as a result of contract operations.

3.02 CONSTRUCTION SIGNS

- A. Provide, maintain, move and remove reflectorized construction signs in accordance with the requirements of MUTCD.
- B. Paint supports and backs of sign panels with two coats of white paint.
- C. Mount construction signs a minimum of 5 feet above the surface of the traveled way.

3.03 CONSTRUCTION BARRICADES

- A. Provide, maintain, move and remove lighted construction barricades in accordance with the requirements of MUTCD.
- B. Provide flashing barricade lights of Type A, low intensity conforming to the requirements of Section 294.3 of MUTCD.
- C. Hours of operation for barricade lights shall be from dusk to dawn.

3.04 PAVEMENT DELINEATION

- A. Provide pavement delineation in accordance with MUTCD on any course of asphalt concrete upon which traffic will be maintained.
- B. Apply pavement delineation before the end of the working day.

3.05 OPENING ROADWAY TO TRAFFIC PRIOR TO CONTRACT ACCEPTANCE

- A. Maintain and protect traffic on any portion of pavement or structure ordered in writing by the Owner or as shown on the drawings to be opened to traffic prior to contract acceptance.

3.06 REMOVAL OF TRAFFIC CONTROL DEVICES

- A. Promptly remove all delineators, signs, barricades and pavement workings when in the opinion of the Owner's Representative their presence constitutes a hazard or inconvenience to the traveling public.
- B. Remove all remaining traffic control devices upon completion of the Work of this contract unless otherwise ordered in writing by the Owner's Representative.

02700 - TELEVISION INSPECTION OF SEWER LINES

PART 1 - GENERAL

1.01 WORK INCLUDED

This section covers the television inspection of sanitary sewer lines.

A. The inspection of each line shall be by a television (TV) camera especially designed to accurately show the condition of the lines from the interior and with the ability to pinpoint the locations of line faults and necessary repairs.

B. A sewer line joint means the junction of two adjacent lengths of sewer pipe. The term "manhole section" as used in these specifications shall mean the length of pipe connection two manholes.

1.02 RELATED WORK

- A. Section 02720 - Pipeline Cleaning
- B. Section 02710 - Sewer Flow Control

1.03 SUBMITTALS

A. The Contractor shall submit for approval manufacturer's brochures and specifications for proposed TV equipment to the Engineer of Record for review.

1.04 INSPECTION

A. Immediately upon cleaning the sewer line, it will be televised to determine the condition of the line and location of existing service connections, etc.

B. The sewer lines shall be visually inspected by TV camera. The section being inspected shall be suitably isolated from the remainder of the sewer line as necessary. All TV inspections shall be performed in accordance with Pipeline Assessment & Certification Program (PACP) standards including the specific date and time of inspection.

C. The camera shall be moved through the line in either direction at a uniform slow rate not to exceed 30 feet per minute, by means of cable winches, TV cables, powered TV units or similar devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions. Under no circumstances shall the camera be tethered to a hydraulically propelled or high-velocity jet cleaning device while the cleaning device is on.

D. The camera shall stop at each service connection and provide a view up the service line. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed.

E. Telephone, or similar suitable means of communications, shall be set up between the two winches, the pumping unit and the monitor control.

F. TV inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled. Sewer flow will not exceed those shown below as measured in the manhole:

- 6" - 10" Pipe 1 inch
- 12" - 14" Pipe 2 inches
- 14" - 24" Pipe 3 inches
- Over 24" Pipe 4 inches

G. The Contractor will make all provisions for pumping or bypassing the flow around the manhole section and the cost shall be incidental to TV inspection.

PART 2 - PRODUCTS

2.01 TELEVISION INSPECTION EQUIPMENT

A. The television camera and monitoring equipment shall be specifically designed and constructed to perform the work as specified. The camera shall be moved through the line in either direction and operative in conditions of 100% humidity and/or under water. The camera shall be small enough to pass through a 6 inch diameter sewer and shall be waterproof with a self contained lighting system capable of producing enough light to produce clear, bright, sharp pictures on the monitor. The lighting and camera quality shall be suitable to allow a clear, in focus picture of a minimum of 6 linear feet of the entire inside periphery of the sewer pipe. Picture quality and definition shall be to the satisfaction of the Engineering Department; otherwise, the equipment shall be removed from the line.

B. The monitor shall be located within a temperature controlled television unit that will accommodate three people to watch the sewer line inspection. The monitor will have a 12 inch minimum viewing screen. The Superintendent of Sewers and Engineer of Record will have access to view the television monitor at all times.

PART 3 - EXECUTION

3.01 TELEVISION INSPECTION BY THE CONTRACTOR

A. When additional television inspection is required, the Contractor shall furnish videos of the lines televised to the Engineering Services Department for review and comments. The video media shall be CD, or DVD format. Software used in viewing the video will be provided the Utility if necessary. Each video media shall be permanently labeled with the following information furnished:

1. Project Name
2. Manhole to Manhole Designation
3. Name of Contractor
4. Date Televised

B. The following information shall be recorded and visible onscreen for 10 seconds immediately before the start of televising each line segment:

1. Project Name
2. Manhole to Manhole Designation (Number, Pipe Material, Size of Line, and Direction of Televising)
3. Name of Contractor
4. Date Televised
5. Street and/or Easement Location

C. A continuous uninterrupted recording of distance from the insertion manhole shall be visible at the lower left corner of the screen at all times during inspection.

D. The following information shall be provided in hard copy to accompany each tape:

1. Project Name
2. Name of Contractor
3. Date Televised
4. Street or Other Location
5. Upstream Manhole #ID Designation
6. Downstream Manhole #ID Designation
7. Pipe Material
8. Pipe Diameter
9. Direction of Televising (Downstream or Upstream)
10. Location of Service Connections

E. Videos will become the property of the Town of Poughkeepsie and will be retained by the Engineering Dept. If the videos are of such poor quality that the Engineering Dept is unable to evaluate the condition of the sewer line or to locate service connections, the Contractor will be required to re-televising and provide an adequate video of the line.

END OF SECTION 02700

SECTION 02710 - SEWER FLOW CONTROL

Part 1 GENERAL

1.01 DESCRIPTION:

Sewer flow control is a set of methods to adjust the flow in the sewer system to allow for inspection, maintenance, repair or replacement. This is accomplished by either blocking or plugging the incoming lines to restrict flow or through the use of pumps to bypass the flow around the work area until the work is completed.

1.02 SCOPE OF WORK:

A. The Contractor shall be required to furnish all materials, labor, equipment, power, maintenance, etc. to implement the necessary flow control system and control the flow around and/or through the work area for the duration of the work.

B. The design and installation of the necessary systems as well as the operation of the temporary pumping systems (if necessary) shall be the Contractor's responsibility.

C. If bypass pumping and/or pump station shut down is required, the Contractor shall coordinate with the Superintendent of Sewers, Franco Zani.

D. Flow control will be required to conduct inspection or other maintenance/rehabilitation operations when the existing flow in the lines is above the following levels:

1. Maximum Depth of Flow for CCTV Inspection:

The entire circumference of the pipe (360 degrees) shall be viewable to the satisfaction of the Engineer. Contractor shall dewater the pipe as necessary to allow the required visibility.

2. Maximum Depth of Flow for Joint Sealing:

6" - 12" Pipe 40% of pipe diameter
15" - 24" Pipe 45% of pipe diameter
>24" Pipe 50% of pipe diameter

E. Public notification and coordination with the homeowners shall be identified in the submittals and accomplished according to the following:

1. At least 7 days prior to any work, shutdown of service, or reduction in service to any line segment, the Contractor shall go door-to-door to distribute an Owner approved Homeowner Door Knocker describing the work to be performed.

2. On the day the service is to be shutdown or reduced, prior to commencing the work, the Contractor shall knock on the doors of all structures potentially impacted by the work and personally notify the occupants.

3. The Contractor shall notify the Town of Poughkeepsie Sanitary Dept the location of line segment in which service is to be shutdown or reduced prior to 7:00 a.m.

1.03 SUBMITTALS:

At the request of the Engineer, the Contractor shall submit the following information a minimum of 48 hours prior to controlling flows:

A. Flow Control Plan

1. Estimate of peak flow to be controlled
2. Detailed procedures for handling peak estimated flow
3. Schedule for controlling flow
4. Listing of equipment needed for flow control
5. Operation plan
6. Emergency procedures
7. Permits to close roads or lanes if necessary
8. Drawing of plug, bypass pump and pipeline locations (if bypass pumping is required)
9. Bypass pump sizes, capacities, number of each size to be onsite (including standby equipment) and power requirements (if bypass pumping is required)
10. Bypass pipeline sizes and material types (if bypass pumping is required)

1.04 FLOW CONTROL PRECAUTIONS:

Whenever flows in a sewer line are blocked, plugged or bypassed, sufficient precautions shall be taken to protect the sewer lines from damage that might be inflicted by excessive sewer surcharging. Further precautions shall be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

In situations where flow is running through an open trench during a sewer repair or replacement, Contractor shall take precautions to ensure that debris, bedding/backfill material, sediment, etc. do not enter into the sewer system possibly causing damage to downstream pump stations. In the event debris, bedding/backfill material, sediment, etc. does enter the downstream sewer system due to Contractor negligence, the Contractor shall be responsible for cleaning and videoing the downstream system and also any damage to the downstream pump station equipment at no additional cost to the Town.

1.05 PLUGGING OR BLOCKING:

A. A sewer line plug permanently marked with a Contractor identification tag, shall be inserted into the line upstream of the pipe segment being inspected or repaired. Where necessary, plugs permanently marked with a Contractor identification tag, shall also be installed into the storm sewer pipe. Plugs shall be so designed that all or any portion of the flow can be released. All plugs shall have a tag line attached to them that extends outside of the manhole or wet well in addition to the air line in case of air line rupture. During CCTV inspection and sealing operations, flow shall be reduced to within the

limits specified in Section 1.02.

B After the Work has been completed and restricting the flow is no longer needed for the work, then the flow shall be restored to normal. Flow shall be restored by removing the plugs in an order that permits flow to slowly return to normal without surcharging or causing other major disturbances downstream.

C. Temporary plugs shall be removed and the flow restored to normal at the end of each working day. If downstream work is not or cannot be completed during the workday then the Contractor shall be required to provide, operate, and maintain bypass pumping system on a 24 hour basis.

D. The Contractor shall use bypass pumping if the work cannot be scheduled or cannot be completed at a time when flow is within the flow levels specified by Section 1.02.

1.06 PERFORMANCE REQUIREMENTS:

A. It is essential that the sewer service have no interruption through the duration of the Work. If the storage capacity of the upstream line is not adequate to store the flow during the duration of the work or if the line is to be shut down for a period greater than 8 hours, then the Contractor shall provide adequate bypass pumping so that there is no interruption in the flow throughout the duration of the work. Therefore, Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units) as necessary to intercept the flow before it impacts the work area, carry it past the work area and return it to the existing sewer system downstream of the work.

B. Discharge of sewage into the construction trench, private or public property, gutters, streets, sidewalks or storm sewers shall not be permitted.

1.07 FLOW ELIMINATION:

A. If the flow needs to be completely eliminated due to cleaning or unforeseen circumstances, the elimination may be accomplished by temporary shutdown of pump stations where possible, or by plugging upstream sewers and pumping of flows, if required. Temporary shutdown of pump stations shall be done by the Town of Poughkeepsie Sewer Dept only.

C. All requests of the Contractor to eliminate or adjust the flow within the system shall be made in writing to the Town Sewer Department. The Town and Contractor recognize and acknowledge that the elimination and/or adjustment of the flow are a cooperative effort and that the time and effort required achieving the desired flow varies. The Contractor shall not be allowed, due, or paid any additional compensation, whatsoever, for Contractor's work, effort, time, material, labor, rentals, equipment, expenses, etc., during, as a result of, or arising from the elimination or adjustment of the flow.

1.08 PUMPING AND BYPASSING:

A. The Contractor shall obtain approval and secure all permits for placement of temporary bypass pumping system and pipeline within public right-of-way.

B. Bypass pumping may be required whenever pump stations are shut down or flow in gravity sewer lines are restricted or blocked. The Contractor shall supply the necessary pumps, conduits, and other equipment to divert the flow around the pump station, restriction, blockage, or other structure in which work is to be performed. Temporary shutdowns shall be performed by Town of Poughkeepsie Sewer Dept only. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of a rainfall. Electric pumps or diesel silent pack pumps shall be used. No other type of pump will be acceptable without prior approval of the Owner.

C. The Contractor shall be responsible for furnishing the necessary equipment, power, labor, and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, all equipment shall be operated in a manner to keep the pump noise at a minimum, and in accordance with City/Parish noise ordinance.

D. The Contractor shall be solely responsible for clean-up, repair, property damage costs and claims resulting from failure of the diversion system.

E. Bypass pumping shall not damage private or public property, or create a nuisance or public menace. Pumped sewage shall be in an enclosed pipe that is adequately protected from traffic, and shall be redirected into sanitary sewer system or alternatively into an enclosed tank for hauling to the wastewater treatment plant. Dumping or free flow of sewage on private or public property, gutters, streets, sidewalks, or into storm sewers is prohibited. Dumping of storm water may be discharged at a downstream location, as approved by the Engineer.

E. The Contractor shall make all arrangements for bypass pumping during the times when the main is shut down for any reason. The Contractor shall also perform the work during a low-flow period whenever possible.

F. The Contractor shall furnish, install, and maintain power, primary and standby pumps, equipment, and bypass piping required to maintain existing flows and services.

1. All pumps used shall be fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in the priming system. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.

2. The Contractor shall provide the necessary stop/start controls for each pump.

3. The Contractor shall include one stand-by pump of each size to be maintained on site. Back-up pumps shall be on-line and isolated from the primary system by a valve.

4. In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of a secure, tight, leak free discharge pipe. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed.

H. The Contractor shall be responsible for continuity of sewer service to each facility

connected to the section of sewer main during the execution of the work, and shall also bypass the main sewer flow around the pipe to be replaced, or into adjacent sewers.

I. The pumps and the bypass lines shall be of adequate capacity and size to handle all flows without backup to private property.

J. Costs of bypass pumping, when needed, shall be included in the Contractors bid and shall be considered incidental to the work, unless a specific bid item is provided in the bid form.

1.09 FIELD QUALITY CONTROL AND MAINTENANCE:

A. Testing: The Contractor shall perform leakage tests of the bypass pumping discharge piping using clean water prior to operation.

B. Inspection: The Contractor shall inspect the bypass-pumping system no less than once every 2 hours to ensure that the system is working correctly.

C. Maintenance of Service: The Contractor shall ensure that the temporary pumping system is properly maintained and a responsible operator shall be on hand at all times when pumps are operating.

1.10 CLEANING:

A. Before the bypass pumping system is dismantled, either to be moved to the next section or at the completion of the work, discharge sewage remaining in the bypass discharge pipeline and pumping equipment into the working sanitary sewer. Storm water is to be discharged at a downstream location, as approved by the Engineer.

B. Upon completion of the bypass pumping operation, disturbed areas shall be cleaned and restored to their original condition. This restoration should restore the site to a condition which is at least equal to or better than the condition which existed prior to the start of the work.

1.11 LIABILITY: The Contractor shall be responsible for damages to private or public property that may result from the sewer flow control operations. The Contractor shall be responsible for any violations of laws, regulations or permits and shall indemnify and hold the Owner harmless for any and all damages, including but not limited to, fines, penalties and law suits which arise from such violations.

1.12 MEASUREMENT: If a pay item for bypass pumping is included in the Contract, measurement will be as follows:

A. Bypass Pumping Greater than 16" up to 36": Measurement for this item shall be per each line segment bypassed.

B. Bypass Pumping (Capacity): Measurement for this item shall be per each set-up for an initial operation period of eight (8) hours. Measurement for any operation beyond the initial eight (8) hour period shall be on an hourly basis.

END OF SECTION 02710

SECTION 02720- CLEANING SEWER SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work covered in this section consists of cleaning sewer lines and manholes prior to the internal television inspection(s) for new or existing wastewater systems.
- B. Gravity Main and Sewer Lateral Cleaning:
The intent of gravity main cleaning is to remove debris that may be causing a reduction in flow capacity, potential sewer backups, or that limits the ability to evaluate the structural condition of the pipe segment. On all sewers, CONTRACTOR shall perform sewer cleaning work to an acceptable level as necessary to perform a thorough television inspection of the sewer. An acceptable level is defined as the removal of all debris, or enough debris to restore a minimum of 95 percent of the internal pipe height throughout the pipe segment cleaned. If the pipe condition is such that cleaning may cause a potential collapse, then the pipe shall be televised without attempting to clean it to the 95 or 98 percent condition, pending approval by the Town of Poughkeepsie Sewer Dept.
- C. Water for Cleaning:
The CONTRACTOR will be responsible for obtaining a transient water meter and paying for water used during course of cleaning.
- D. Recovering of Equipment:
The CONTRACTOR will be responsible for recovering any equipment that becomes lodged or lost in the pipeline including, but not limited to, any cost associated with required evacuation, restoration of roads and easements, repairs to pipes and manholes as needed to restore the pipeline and appurtenances back to their original conditions. Video documentation of pre-removal conditions (See Section 02700) will apply prior to any excavation.

1.02 CLEANING EQUIPMENT

- A. Hydraulically Propelled Equipment:
The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. Special precautions to prevent flooding of the sewers and public or private property shall be taken at all times.
- B. High-Velocity Jet (Hydro-Cleaning) Equipment:
All high-velocity sewer-cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size mains. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a

fine spray to a solid stream. The equipment shall carry its own water tanks, auxiliary engines, pumps, and hydraulically driven hose reel.

C. Mechanically Powered Equipment:

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be used. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

D. Vacuum machines may be used for removal of materials from manholes when other cleaning equipment is used to dislodge and transport material to the access point.

E. Combination Cleaner:

For cleaning small and large diameter sewer, the CONTRACTOR may use a combination hydraulic high volume water and solids separation system. Water volume of up to 250 gpm at 2000 psi+ will move solids to the downstream manhole in high flow conditions. The separation system will dewater solids to 95 percent (passing a paint filter test) and transfer them to a dump truck, if needed, for transport to a sewage treatment plant, approved landfill, or other location specified by the Project Manager or designee. Sewer water will be filtered to a point where it can be used in the pump for continuous cleaning. No by-passing of sewer flows will be necessary. The unit shall be capable of 24-hour operation and the unit shall not leave the manhole until a section is fully cleaned.

1.03 SUBMITTALS

- A. A daily log shall be maintained to record the location of the manholes and sewer lines cleaned, lengths of the lines cleaned, method of cleaning, line sizes and volume and type of debris moved. Observations are to be recorded on a cleaning report form.
- B. Weigh tickets and disposal manifests from licensed disposal facility.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. The equipment shall remove dirt, grease, rocks, sand, and other materials and obstructions from the sewer mains, laterals and manholes.
- B. A high velocity sewer cleaner will be used for the majority of the cleaning work. Other equipment, such as bucket machines, rod machines, hydraulic root cutters, vacuum trucks and balling equipment, appropriate to the need, shall be available.

3.02 CLEANING PRECAUTIONS

- A. All necessary precautions shall be taken to protect the sewer from damage during all cleaning and preparation operations. Precautions shall also be taken to insure that no damage is caused to public or private property adjacent to or served by the sewer or

its branches. The CONTRACTOR shall pay for and restore, at no additional costs to, any damage caused to public or private property because of such cleaning and preparation operations.

- B. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant. All requirements shall be met when accessing a fire hydrant including but not limited to meters, backflow preventers and properly trained personnel. It shall be the CONTRACTOR's responsibility to meet all state and local requirements.

3.03 CLEANING

- A. If cleaning of an entire sewer section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning attempted again. If results of the cleaning are favorable, the CONTRACTOR will proceed with the TV inspection. All sludge, dirt, sand, rocks and other solid or semi solid materials resulting from the cleaning operation shall be removed from the downstream manhole of the section being cleaned. The CONTRACTOR shall not be responsible for removing mortar or other material that is securely attached to the pipe walls or joints.
- B. Materials shall be disposed of from the site at least once at the end of each workday. The CONTRACTOR will be responsible for the disposal of materials removed from the sewer system. All sewer cleaning efforts shall require documentation of all quantities and types of materials removed during cleaning.
- C. The designated sewer manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment approved by The Town of Poughkeepsie Sewer Dept. Cleaning shall consist of normal hydraulic jet cleaning to facilitate the internal CCTV inspection.
1. Types of cleaning of sanitary sewers
 - a. Light cleaning consists of a maximum of one pass of the jet nozzle. Light cleaning of laterals will consist of flushing water into a cleanout.
 - b. Medium cleaning consists of two to four passes of the jet nozzle. Medium cleaning of laterals will consist of one to four passes with a jet nozzle.
 - c. Heavy cleaning consists of five or more passes of the jet nozzle such as removing heavy grease, debris and roots.
 2. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to The Town of Poughkeepsie Sewer Dept. The equipment shall be capable of removing dirt, grease, rocks, sand, debris, other materials and obstructions from the sewer lines and manholes.

3. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. The intent of preparatory cleaning is to provide sufficient cleaning to ensure camera passage and the internal conditions of the pipeline can be fully assessed.
4. If The Town of Poughkeepsie Sewer Dept establishes that a particular section of the pipeline cannot be adequately cleaned due to broken, collapsed, or void areas, then inspection will be attempted up to the obstruction.

3.04 ROOT REMOVAL

- A. Roots shall be removed in the designated sections and manholes where root intrusion is a problem and where authorized by the Project Manager or designee. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots that could prevent the proper application of chemical sealants, or could prevent the proper seating and application of cured-in-place liners shall be removed. Procedures may include the use of mechanical equipment such as, rodding machines, bucket machines, winches using root cutters, porcupines and equipment such as high-velocity jet cleaners. Chemical root treatment shall be used before or following the root removal operation, depending on the manufacturer's recommendation. The CONTRACTOR shall capture and remove all roots from the line.

3.05 MATERIAL REMOVAL AND DISPOSAL

- A. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. CONTRACTOR shall provide appropriate screening to stop passing of materials into downstream sewers. All solid or semisolid materials dislodged during cleaning operations shall be removed from the sewer by CONTRACTOR at the downstream manhole of the sewer section being cleaned. The passing of dislodged materials downstream of the sewer segment being cleaned shall not be permitted. In such an event, as observed or detected by The Town of Poughkeepsie Sewer Dept or any third party, CONTRACTOR shall be responsible for cleaning the affected downstream sewers in their entirety, at no additional cost to The Town.
- B. These materials shall become the property of the CONTRACTOR, shall be removed from the site at the end of each workday, and shall be disposed of in a lawful manner by CONTRACTOR. Copies of records of all disposals shall be furnished to The Engineering Dept, indicating disposal site, date, amount and a brief description of material disposed. Disposal manifests from the licensed disposal facility shall be submitted with invoices.
- C. The CONTRACTOR shall keep his haul route and work area(s) neat, clean, and reasonably free of odor, and shall bear all responsibility for the cleanup of any spill.

3.06 ACCEPTANCE OF CLEANING OPERATION

- A. Acceptance of sanitary sewer cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the Engineering Dept. If television inspection shows the cleaning to be unsatisfactory, the CONTRACTOR shall be required to re-clean and re-inspect the sewer line at no additional cost until the cleaning is shown to be satisfactory.

In addition, on all sanitary sewers which have sags or dips, to an extent that the television camera lens becomes submerged during the television inspection, the CONTRACTOR shall use a high pressure cleaner to draw the water out of the pipe, or other means, to allow the full circumferential view of the pipe and identification of pipe defects, cracks, holes and location of service connections.

END OF SECTION

XVI OUTLINE OF PIPES TO BE INSPECTED AND CLEANED

ENGINEERING DEPARTMENT
Town of Poughkeepsie

PETER D. SETARO, P. E.
Town Engineer

ONE OVEROCKER ROAD
POUGHKEEPSIE, NY 12603

DONALD A. BEER
Associate Town Engineer

TEL # (845) 790-4736

SEAN CRIMMINS
Assistant Town Engineer

TEL # (845) 790-4748

MEMORANDUM

From: Sean Crimmins, Assistant Town Engineer

Subject: Arlington Collection System- Rehabilitation and Repairs

=====
Area 5

T.V. Inspections needed:

Wilbur Blvd

Pipes between MH 8 to 23 (2,100 LF)

King George Rd

Pipes between MH 9 to 18 (2,100 LF)

Scenic Dr

Pipes between MH 28 to 118 (1,400 LF)

Slate Hill Easement

Pipes between MH 81 thru 83 (500 LF)

Pasture Ln

Pipes between MH 151 to 201 (3,000 LF)

Bird Ln/Old Farms Rd

Pipes between MH 168 and 12 (1,900 LF)

Miron Dr

Pipes between MH 192 and 211 (1,400 LF)

Bridle Ln

Pipes between MH 132 and 138 (510 LF)

Old Mill Dr

Pipes between MH 125 to 134, MH 122 to 1 (1,490LF)

Hagan Drive Easement

Pipes between MH 5 to 2 (890 LF)

Total 15,290 LF

AREA 3

T.V. Inspections needed:

Shelly Rd

Pipes between MH 42 and 68 (870 LF)

Drum Ct

Pipes between MH 65 and 70 (300 LF)

Gerry Rd

Pipes between MH 16 and 23 (1,200 LF)

Danspence Rd/Deer Run Rd

Pipes between MH 10 thru 74 and 75, 16, 13 and 40. (1,330 LF)

Sutton Park Rd

Pipes between MH 6 thru 15 (2,220 LF)

Gerry Road

Pines between 11 thru 19 and 22 thru 25. (1,500 LF)

Total 7,420 LF

ENGINEERING DEPARTMENT
Town of Poughkeepsie

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Town Engineer

ONE OVEROCKER ROAD
POUGHKEEPSIE, NY 12603

DONALD A. BEER
Associate Town Engineer

TEL # (845) 790-4736

SEAN CRIMMINS
Assistant Town Engineer

TEL # (845) 790-4748

From: Sean Crimmins, Assistant Town Engineer

Subject: Country Club Estates Collection System- Rehabilitation and Repairs

=====

T.V. Inspections needed:

Brookland Farms Rd

-Pipe between MH 15 thru 18
(720 LF)

Wayne Dr

-Pipes between MH 28 thru 15
(1080 LF)

Brookland Farms Rd

-Pipes between MH 39 thru 38 and 36
and 35
(830 LF)

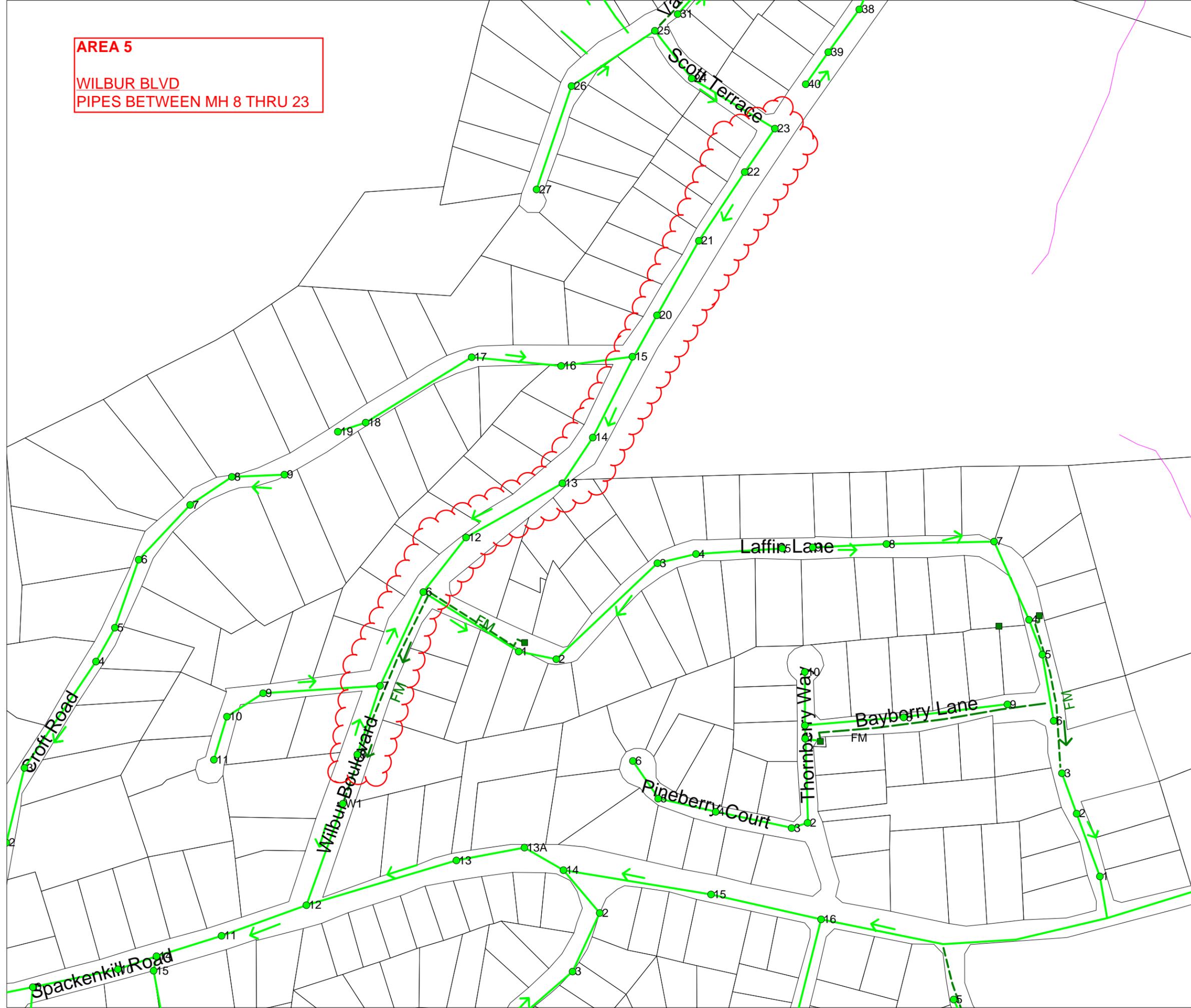
Main Trunk Easement

-Pipes between MH 4 thru MH 7
(1000 LF)

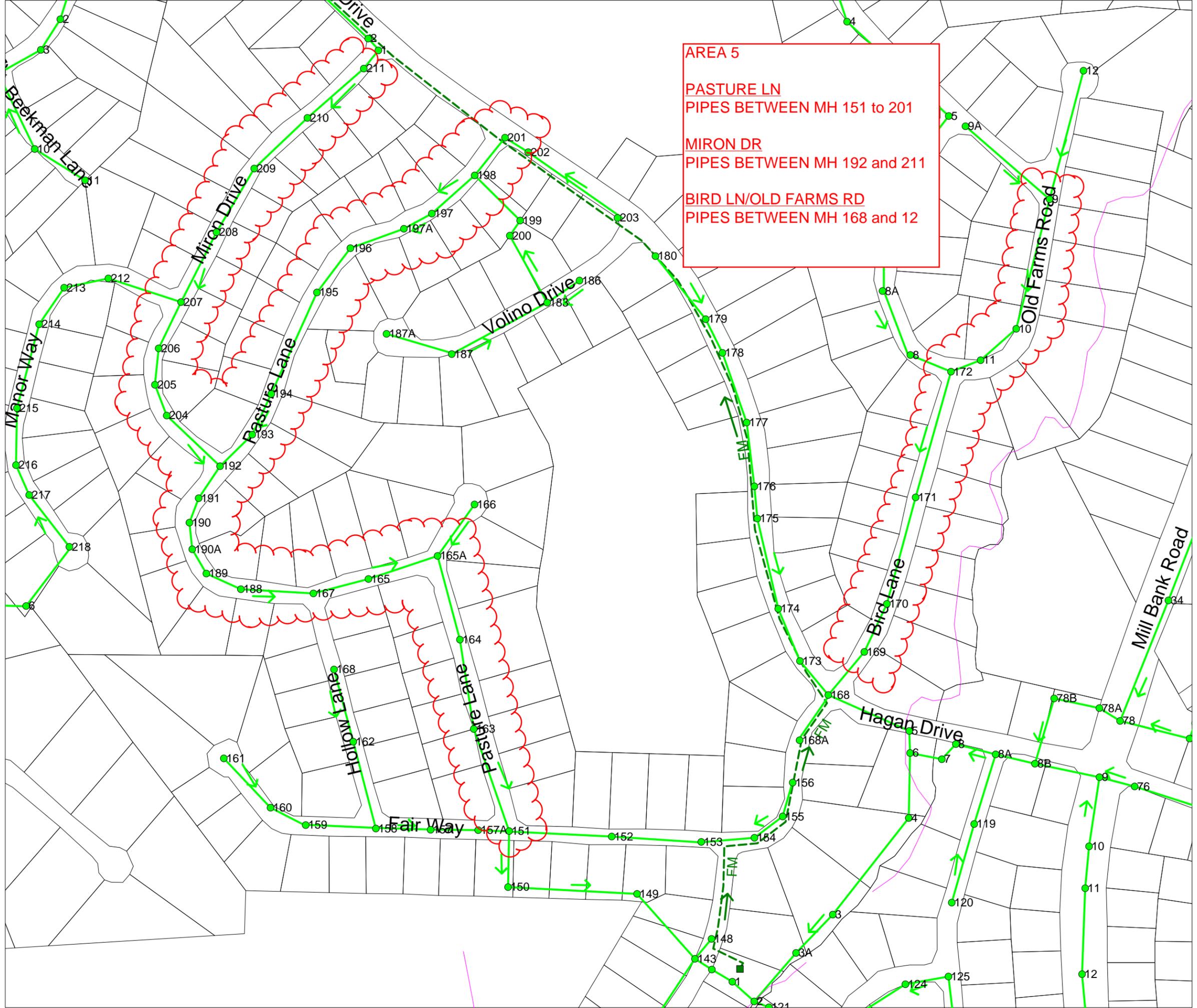
Total 3,630 LF

XVI AREA MAPS

AREA 5
WILBUR BLVD
PIPES BETWEEN MH 8 THRU 23



AREA 5
PASTURE LN
PIPES BETWEEN MH 151 to 201
MIRON DR
PIPES BETWEEN MH 192 and 211
BIRD LN/OLD FARMS RD
PIPES BETWEEN MH 168 and 12

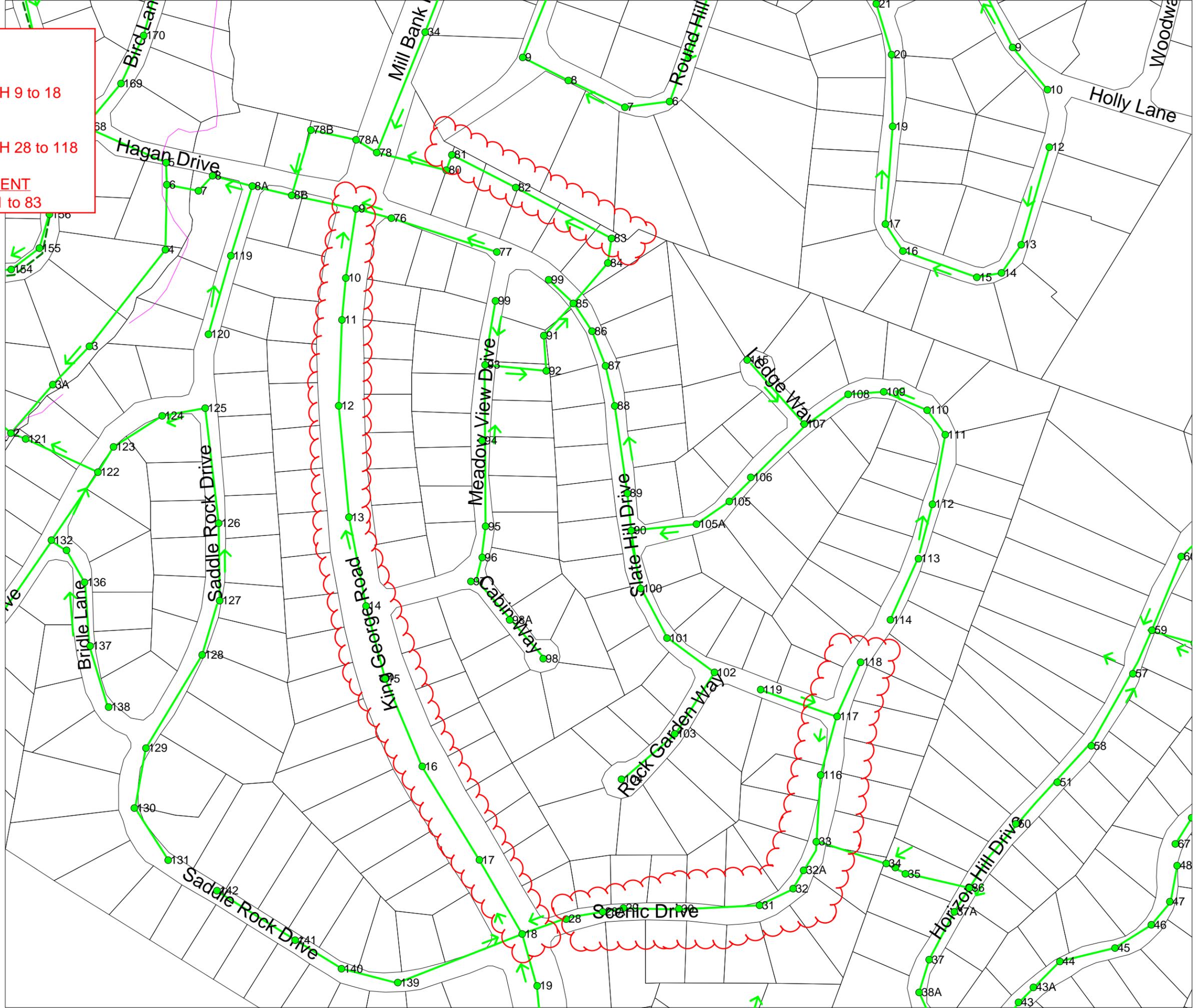


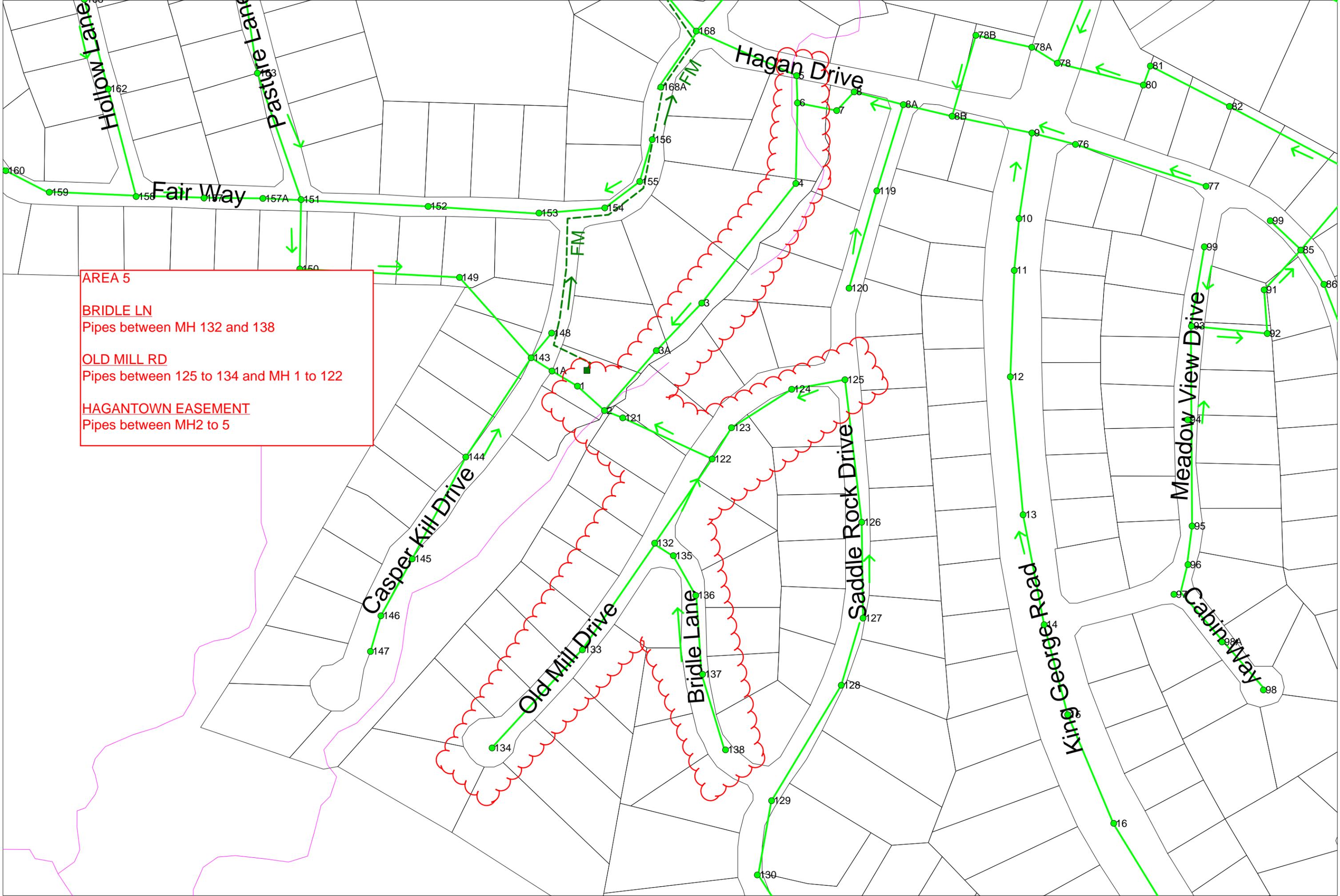
AREA 5

KING GEORGE RD
PIPES BETWEEN MH 9 to 18

SCENIC DR
PIPES BETWEEN MH 28 to 118

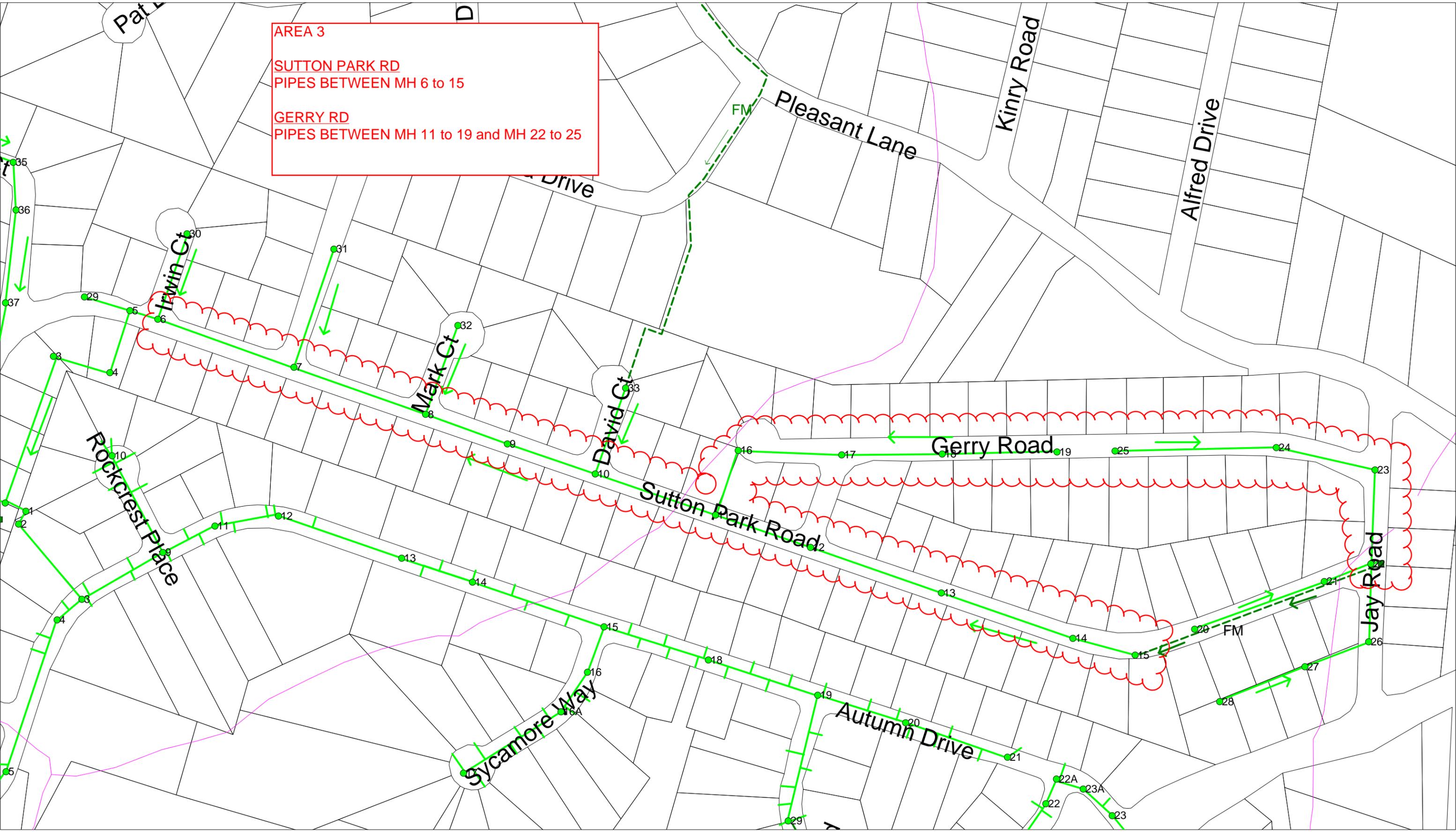
SLATE HILL EASEMENT
PIPES BETWEEN 81 to 83



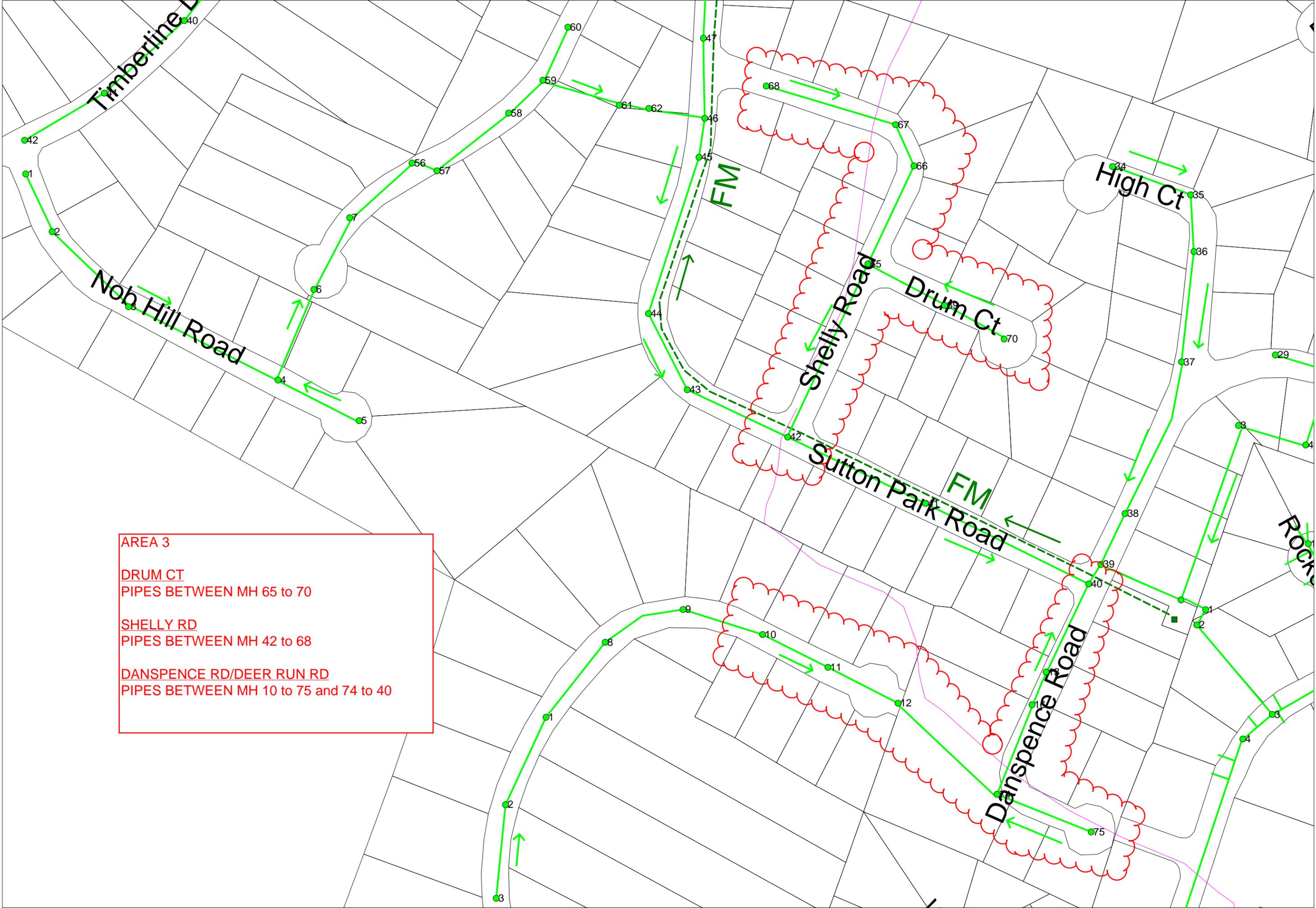


AREA 5
BRIDLE LN
Pipes between MH 132 and 138
OLD MILL RD
Pipes between 125 to 134 and MH 1 to 122
HAGANTOWN EASEMENT
Pipes between MH2 to 5

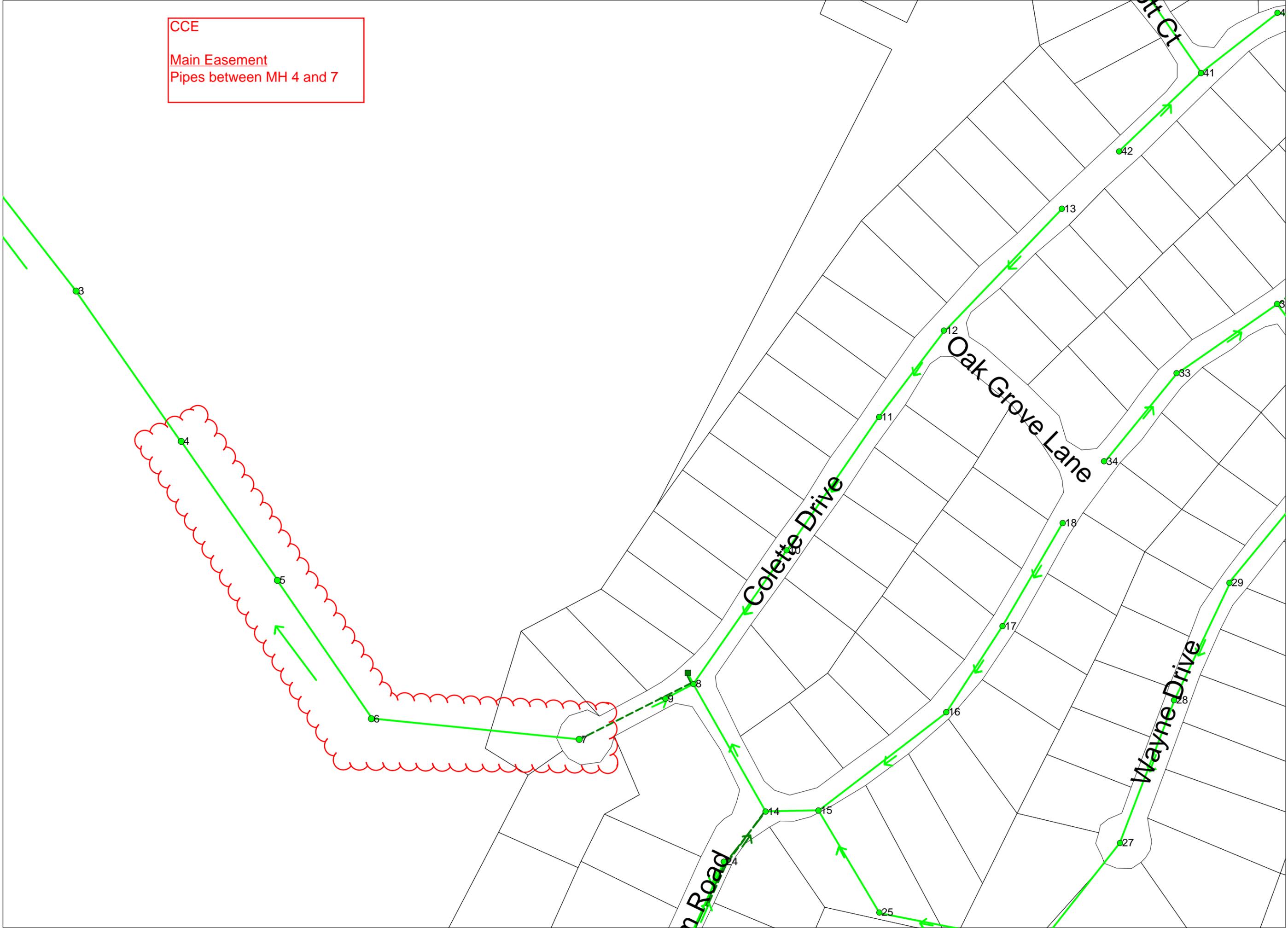
AREA 3
SUTTON PARK RD
PIPES BETWEEN MH 6 to 15
GERRY RD
PIPES BETWEEN MH 11 to 19 and MH 22 to 25



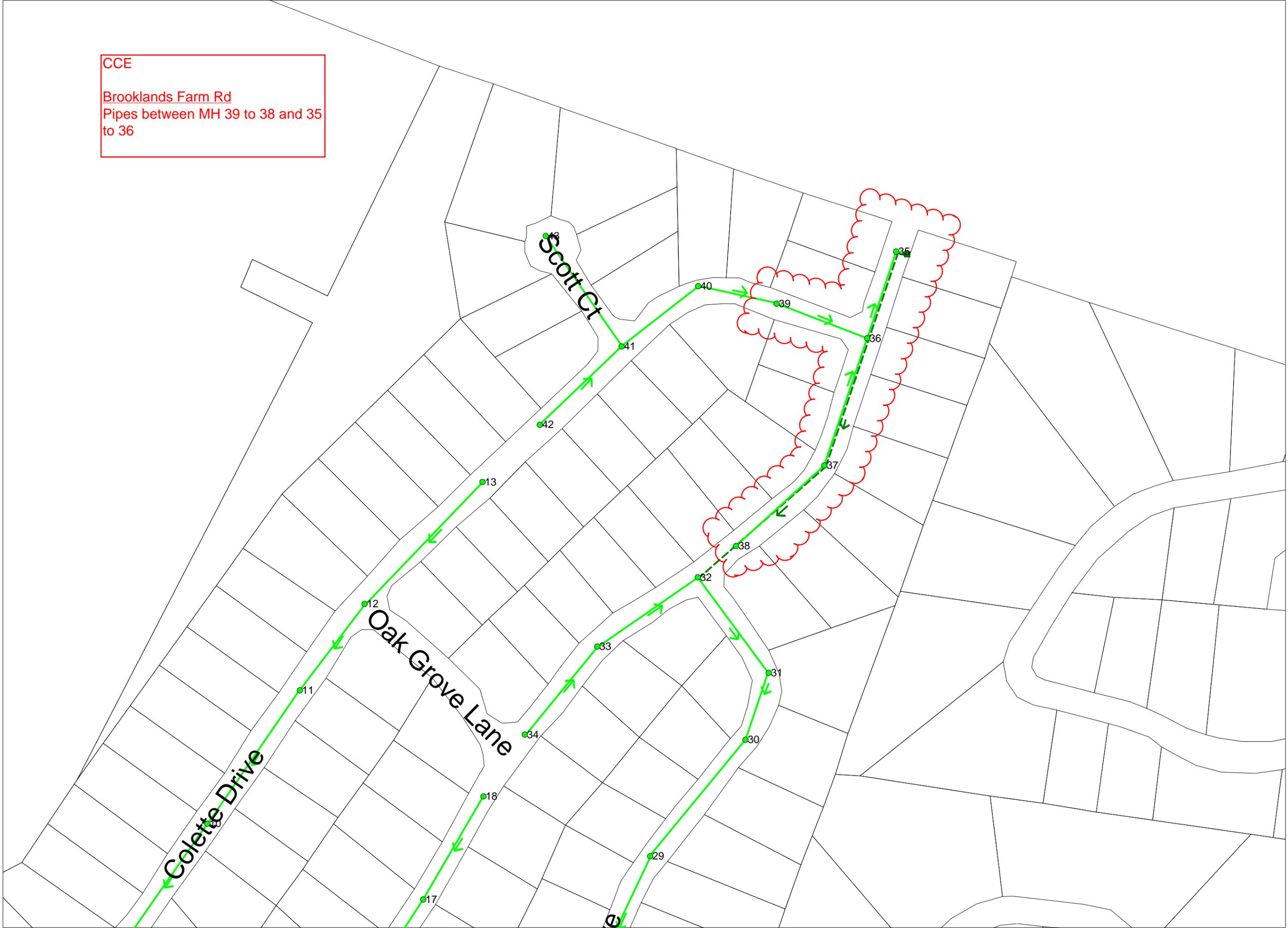
AREA 3
DRUM CT
PIPES BETWEEN MH 65 to 70
SHELLY RD
PIPES BETWEEN MH 42 to 68
DANSPENCE RD/DEER RUN RD
PIPES BETWEEN MH 10 to 75 and 74 to 40



CCE
Main Easement
Pipes between MH 4 and 7



CCE
Brooklands Farm Rd
Pipes between MH 39 to 38 and 35
to 36



CCE
Brooklands Farm Rd
Pipes between MH 15 to 18
Wayne Dr Easement
Pipes between MH 15 to 28

