

**CONTRACT/BID/SPECIFICATIONS**

**PORTABLE WATER PUMP  
POUGHKEEPSIE, NEW YORK  
FOR THE  
TOWN OF POUGHKEEPSIE  
ONE OVEROCKER ROAD  
POUGHKEEPSIE, NEW YORK**

**CONTRACT 2012-02**

**TOWN SUPERVISOR**

**TODD TANCREDI**

**BOARD MEMBERS**

**JON BAISLEY  
SEAN EAGLETON  
JOSEPH CONTE  
MIKE CIFONE  
STEPHAN KRAKOWER  
ANN SHERSHIN**

**TOWN CLERK**

**SUSAN MILLER**

**TOWN ATTORNEY**

**JAMES NELSON**

**JANUARY 2012**

## 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 **February 24, 2012** at which time they will be publicly opened and read aloud for the "PORTABLE WATER PUMP". 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 "PORTABLE WATER PUMP".

Work proposed under this contract is for the supplying of a Portable Water Pump and delivery to the Town of Poughkeepsie Water Department.

The information for Bidders, Specifications and other Contract Documents may be reviewed and obtained on **January 30, 2012** 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. There is no charge for the Contract Documents.

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 complete the items bid upon in accordance with the specifications and under the terms of the contract documents.

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 on **February 24, 2012** and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to the Town of Poughkeepsie at One Overocker Road, Poughkeepsie, New York 12603 and designated as bid for the "Portable Water Pump".

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 5% of the amount bid. Such bid security will be returned to all except the three lowest bidders within five days after the opening of bids, and the remaining certified checks or bid bonds will be returned promptly after the Town and the accepted bidder have executed a contract, or, if no agreement has been made within 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 Donald Beer 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 posted on the Town of Poughkeepsie website or mailed by certified mail with return receipt requested to all prospective bidders (at the respective

addresses furnished for such purposes), or e-mailed or faxed, 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. Performance Bond

N/A

12. 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 which have been submitted by a qualified bidder as long as the base bid does not exceed the amount of funds then estimated by the Town as available to finance the contract. If such bid exceeds such amount, the Town may reject all bids.

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 items, and incidentals for the PORTABLE WATER PUMP, and to deliver these items to the locations indicated for the prices so named in this bid and, in accordance with the plans and specifications, all of which are a part of the contract hereto annexed.
2. To supply all the items as specified, on which this bid is based, within ninety (90) days after the starting date specified in the Town's Notice to Proceed.

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

3. To furnish the Town within three (3) calendar days from the date of the request, if identified as the apparent low bidder and if requested by the Town, a statement of qualifications.
4. To enter into a contract within 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, if applicable, 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.



**III BASE BID SHEET**

**PORTABLE WATER PUMP PURCHASE & DELIVERY  
TOWN OF POUGHKEEPSIE**

ITEM NO./DESCRIPTION	EST. QTY.	PAYMENT UNIT	UNIT PRICE BID		TOTAL PRICE BID
			WRITTEN AMOUNT	IN FIGURES	
1 – Portable Water Pump	1	ea			
				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:

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By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

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

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

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

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V BID BOND FORM

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 \_\_\_\_\_ 2012\_\_\_\_\_.

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 PORTABLE WATER PUMP - PURCHASE &  
DELIVERY 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)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012\_\_\_\_.  
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, NEW YORK**

**VI CONTRACT AGREEMENT**

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 PORTABLE WATER PUMP - PURCHASE & DELIVERY.

The Contractor will furnish all labor and materials necessary for the supplying and delivery of these generators 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 specifications.

The Contractor acknowledges that a delay in the delivery of the items specified may result in additional expenses to the Town and agrees, in the event he/she fails to deliver all the items specified within the time period as specified hereafter to reimburse the Town in the form of liquidated damages in the amount of the original bid bond (\$500) 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.

Payments will be made after submittal to, review and approval by the Senior Treatment Plant Operator and the Town Board.

The Contractor agrees to deliver all items specified in the Town's Notice to Proceed and unless the delivery date is extended pursuant to Town Board approval, he/she agrees to supply all items within ninety (90) 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

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012\_\_\_\_.  
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**

Not Applicable

## VIII PHONE NUMBERS

Keith Ballard, Water Superintendent  
198 Cedar Avenue  
Poughkeepsie, New York 12601

(845) 462-6535

Sean Crimmins, ASSISTANT TOWN ENGINEER  
Poughkeepsie Town Hall  
One Overocker Road  
Poughkeepsie, New York 12603

(845) 790-4747

## **IX GENERAL CONDITIONS**

## **ARTICLE 1: SHOP DRAWINGS AND PATENTS**

### **1.1 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.

## **1.2 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 2: PAYMENTS**

### **2.1 PAYMENT**

For the Contractor's complete performance of the work, the Owner will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the total of the lump sum price at which this Contract was awarded

Within thirty (30) days after delivery of the generator the Senior Treatment Plant Operator will cause a final inspection to be made for approval of all the work done under this contract. If upon such inspection the Senior Treatment Plant Operator 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.

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.

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.

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).

### **2.2 MAINTENANCE AND GUARANTEE**

Contractor shall supply to the Owner all manufacturer's warranties at/or before payment for the pump.

In addition, the Contractor shall remedy all defects, and pay the cost of any damage resulting there from, which shall occur within one (1) year of payment. The Contractor shall, for occurrences during this period, indemnify, defend and hold harmless the Owner, its officers and agents from any loss, cost and expense incurred directly or as the alleged result of imperfections in the pump or the Contractor's work, and from any other claims, actions or proceedings, and the Contractor shall immediately assume and take charge of the defense of any claim, action or suit, if demanded by the Town, in like manner and all intense and

purposes as if said claims, actions and suits had been brought directly against the Contractor.

The Contractor shall further repair, replace, rebuild or restore such defective or damaged work and equipment within ten (10) days of receipt of notice from the Owner, in which the Owner shall have the right to have the work done by others and to recover the cost of same from the Contractor, together with its reasonable attorneys' fees and costs of collection.

### **2.3 NO ESTOPPEL**

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

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

## **ARTICLE 3: BONDS AND INSURANCE**

### **3.1 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.

### **3.2 INSURANCE**

Simultaneous with the execution of this Contract, Contractor shall provide at its own cost and expense for itself and all riggers and subcontractors. Proof of the following insurance coverage, in form and with limits acceptable to the Owner, in the form of a certificate of insurance for;

1. Auto liability
2. General liability including products and unloading operations.
3. Preliminary startup operations.
4. Statutory workers' compensation coverage, in compliance with the Workers' Compensation Law of the State of New York.

Coverage 2 and 3 shall name the Owner as additional insured.

Each policy shall provide for a thirty (30) day notice to the Town Clerk by registered mail, return receipt requested, at the address listed below of the cancellation and material changes to the policy:

Susan Miller  
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 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 4: MISCELLANEOUS PROVISIONS**

### **4.1 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.

### **4.2 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.

### **4.3 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.

#### **4.4 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.

#### **4.5 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.

#### **4.6 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.

#### **4.7 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.

#### **4.8 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.

#### **4.9 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.

## **X SPECIAL CONDITIONS**

## **Special Conditions**

1. Portable Water Pump – The Water Pump shall be an 8” Godwin Dri-Prime CD225M Model or approved equal. Adequate documentation shall be provided with the bid to determine that the proposed Water Pump meets the specifications. The Water Pump and all items required for operation, with the exception of the transfer hose, must be trailer mountable.
2. Delivery – The Water Pump is to be delivered to the Town of Poughkeepsie Water Department.
3. Shop Drawings – Shop drawings shall be provided for all products and processes utilized in the work.
4. Inspections – The Town Engineer and/or the Water Superintendent will be inspecting the work.
5. Work – It is the intent of this contract that the work shall include providing a Portable Water Pump and accessories as noted in the Detailed Specifications.
6. Payment – Payment shall be provided within thirty days after the Portable Water Pump has been tested and that it has been determined to be operating properly.

## **XI TECHNICAL SPECIFICATIONS**

## **SPECIFICATIONS**

### **PORTABLE WATER PUMP**

#### **REQUIRED PERFORMANCE**

Pump shall be capable of flow rates to 3100 gpm, total dynamic heads to 180 ft and solids handling capabilities up to 3-1/8" in diameter.

#### **REQUIRED ITEMS**

##### **DIESEL ENGINE**

John Deere 4045T, Caterpillar 3054TA or approved equal  
100+ Gallon Fuel Tank Capacity (Trailer Mountable)  
Battery Charger  
Block Heater

##### **PUMP**

Self-priming  
Dry Running  
High Pressure Oil Bath  
Mechanical Seal  
Discharge Non-return Check Valve  
Steel Impeller  
Steel Shaft  
8" Flanged Suction  
8" Flanged Discharge

##### **ADDITIONAL FEATURES**

Guarded Control Panel  
Centralized Lifting Bracket  
Mountable Highway Trailer

##### **TRANSFER HOSE**

Twenty (20) 8" x 50' lengths of heavy duty lock together discharge hose  
Three (3) 8" X 10' lengths of heavy duty suction hose and sealing components  
One (1) 8" 90 degree elbow  
One (1) Suction Screen  
One (1) Female Quick Disconnect Adaptor  
One (1) Male Quick Disconnect Adaptor