

QUESTIONS

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to Mr. Greg Bolner, Engineer, via fax at 845-451-4101, email to:

gbolner@cityofpoughkeepsie.com, or mail to **62 Civic Center Plaza, Poughkeepsie NY 12601**.

All questions must be submitted in writing by 4:00 p.m. on Thursday, July 15, 2021

PROCUREMENT SCHEDULE

The following presents the anticipated schedule that the City of Poughkeepsie will follow relative to **RFB-COP-04-21-02**. The City of Poughkeepsie retains exclusive right to modify or abandon this schedule, if deemed in the City of Poughkeepsie's best interest, with no obligation to any party expressing interest herein. Modifications to this schedule will only be provided to interested parties who have registered as having requested and received to **RFB-COP-04-21-02** bid package from the City of Poughkeepsie.

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| Pre-bid Meeting | 10:00 a.m. EST, July 7, 2021 |
| • Closing Date for Questions | 4:00 p.m. EST, July 15, 2021 |
| • Bid Opening (Due Date/Time) | 2:30 p.m. EST, July 21, 2021 |

INDEMNIFICATION

In addition to all other obligations of indemnification specified herein, contractor agrees to release and be liable for and to defend, indemnify, and save harmless the City of Poughkeepsie, its board members, officers, agents, servants, workmen, employees, subsidizers and indemnities, U.S. Department of Transportation, New York State Department of Transportation, and all government funding agencies providing funds or services in connection with this project (hereinafter collectively referred to as "the City of Poughkeepsie"), from and against any and all loss, cost, damage, liability and expense, including consequential damages, counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including negligence, arising out of the performance of the work by reason of any accident, loss or damage of property, including the work site, property of the City of Poughkeepsie and contractor, or injury, including death, to any person or persons, including employees of the City of Poughkeepsie, contractor, subcontractors at any tier or any person working on contractor's behalf, caused by contractor, which may be sustained either during the term of the contract, or upon or after completion of the project (up to a period of three {3} years), whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates.

Contractor also agrees for itself and on behalf of its agents, servants, subcontractors, material men, and employees to defend, indemnify and hold harmless the City of Poughkeepsie from and against any and all claims of any kind or nature whatsoever regarding subcontractors and material men and agrees to assume the defense of the City of Poughkeepsie to any such suit at its cost and expense. The contractor further assumes the risk of loss and damage to materials, machinery and equipment to be incorporated in the work at all times prior to delivery to the project site or while in the possession or under the control of the contractor.

Contractor, for itself and its employees, board members, officers, agents, servants, workmen, contractors, subcontractors, licensees and invitees, or any other person working on contractor's behalf, hereby releases and agrees to be liable for and to defend, indemnify and save harmless the City of Poughkeepsie, except to the extent that the City of Poughkeepsie is negligent in whole or in part, for any claims made by an employee, board member, officer, agent, workman or servant of contractor's or any other person working on contractor's behalf, including claims for compensation or benefits payable to any extent by or for contractor under any workers' or similar compensation acts or other employee benefit acts. In the event of joint or concurrent negligence of