

TOWN OF NORTH CASTLE

SEWER DISTRICT #2



Request for Sealed Bids

REMOVAL AND DISPOSAL SANITARY SEWAGE SLUDGE

**Town of North Castle
Sewer District #2
15 Business Park Drive
Armonk, NY 10504**

**Deadline for Submittal:
November 30, 2017**

**Date of Distribution
November 1, 2017**

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SECTION A

NOTICE TO BIDDERS

Sealed proposals for performing the work herein described will be received by the Office of the Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504, until Thursday, November 30, 2017 at 11:00 A.M. E.S.T., and immediately thereafter the bids will be publicly opened and read aloud in the said office.

The work consists of the hauling and disposal of sewage treatment plant sludge for the Town of North Castle Sewer District No. 2 Wastewater Treatment Plant located at 15 Business Park Drive in the Town of North Castle, Westchester County, Armonk, New York 10504.

Complete specifications and bid forms may be obtained at the above office on or after November 1, 2017, and also available on the Town web site at the following link:
<http://www.northcastleny.com/home/pages/bids-and-rfps-0>.

Bids shall be made on the Proposal Forms furnished with the Specifications and must be accompanied by a Bid Bond acceptable by the Town, or a certified cashier's check, drawn on a solvent bank, in the amount of not less than 5% of the total amount of the Bid. Checks shall be made payable to the Town of North Castle, and are to be held by the Town as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited to and retained by the Town of North Castle as liquidated damages.

Bids shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to Alison Simon, Town Clerk, 15 Bedford Road, Armonk, New York 10504 and endorsed "Sewage Treatment Plant Sludge Removal for Sewer District No. 2", Town of North Castle, New York.

The Town of North Castle reserves the right to reject any and all bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Town to do so.

Dated: November 1, 2017

TOWN OF NORTH CASTLE
BY
Alison Simon, Town Clerk

SECTION B

INSTRUCTIONS TO BIDDERS

DOCUMENTS

Complete sets of bidding documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of documents consists of the following:

- A. A bound copy of the Specifications
- B. Bid Sheets- SECTION C
- C. Addenda (if any)

PROPOSALS

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the specifications as SECTION C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to Alison Simon, Town Clerk, Town of North Castle, 15 Bedford Road, Armonk, New York 10504 and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with bidder's name typed or printed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, emailed, telegraphic or "faxed" bids will not be accepted.

If a separate set of proposal sheets is used, do so with the understanding that all instructions and conditions of the contract documents are the same as if these pages were bound herein.

QUALIFICATIONS OF BIDDERS

It is the intent of the Town to execute a service agreement with a Contractor that can provide reliable, uninterrupted and environmentally sound service. The Contractor must possess the financial resources, experience, technical and management qualifications to meet the requirements of the Town throughout the term of this Agreement.

The Contractor is, therefore, required to complete the detailed "Statement of Bidders' Qualifications" and provide the required submission. Sufficient information should be provided for the Town to adequately evaluate the Contractor's ability to service the Town. Should insufficient space be available to fully address each request, additional information should be included by attachment.

The Owner may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that the Bidder is properly qualified to carry out the obligations of the Contract and/or able to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejections of Proposal and forfeiture of bid security.

CONDITIONS OF WORK

Each Bidder must familiarize themselves fully of the conditions relating to the services and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in the bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that it has examined the site. Bid shall include the complete costs of furnishing all materials, labor, equipment and transportation necessary to complete the work in accordance with the Contract Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any Contractor in the carrying out of the work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.

ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents must be addressed in writing to Sal Misiti, Director, North Castle Water & Sewer Department 15 Business Park Drive, Armonk, New York 10504, to be given any consideration must be received at least ten (10) 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 and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under the Bid as submitted. The receipt of any Addenda shall be noted on the "Bid Form".

INSURANCE REQUIRED

The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in SECTION I:

- A. Workmen's Compensation
- B. Public Liability
- C. Owner's & Contractor's Protective Liability Property Damage
- D. Property Damage
- E. Automobile (Each Vehicle) Public Liability Property Damage
- F. Unemployment Insurance

FORM OF AGREEMENT

The form of the agreement is included in these documents in SECTION D.

AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performances, and other applicable factors. The Town Board further reserves the right to reject any and all bids.

In evaluating the bids, the Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. Owner shall evaluate the qualifications and experience of the bidder, subcontractors, and partners as presented herein and shall conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, to perform the service in accordance with the Contract Documents. The contract shall be awarded to the lowest bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interest of the Town.

OWNER

The Town of North Castle Sewer District No. 2, Westchester County, New York.

SALES TAX EXEMPTION

Under Chapter 513 of the Laws of the New York 1974, all materials and supplies sold to the Town of North Castle, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the contractor should not include any amount in its bid price to cover sales taxes for the above items.

REQUIRED SUBMISSIONS

Prior to award, the successful bidder will be required to meet the following requirements:

- A. The successful bidder, if the business is not registered in New York State, must provide the Town with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the state and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and supply the requisite certificate of doing business for each entity.)
- B. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the town or is a relative of any such Town Official or employee. If such officer, director or stockholder does exist, their names and relationship shall be disclosed to the Town.
- C. All required insurance certificates as detailed in Section I.

SECTION C
BID PROPOSAL
REMOVAL AND DISPOSAL
SANITARY SEWAGE SLUDGE
SEWER DISTRICT #2
TOWN OF NORTH CASTLE
WESTCHESTER COUNTY, NEW YORK

To:

Alison Simon, Town Clerk
Town of North Castle
15 Bedford Road
Armonk, New York 10504

Bid Submitted By:

(Name)

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidder, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully perform and execute all work in the above titled matter in accordance with the Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said Contract within said period of time, that the Town board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.
5. I/We do declare and agree I/We will commence the work within five days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract. The Contract execution will serve as the official notification to commence work.
6. I/We agree that the Town of North Castle reserves the right to select any one, combination of, or all the Bid items in this proposal to be completed without affecting any of the Bid prices.

7. I/We hereby affirm that 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 the penalty of perjury, that to the best of their knowledge and belief:

(a) 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;

(b) 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

(c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

(d) No member of the Town Board or any officer or employee of the Town of North Castle, New York, or person whose salary is payable in whole or in part from the said Town Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials or equipment and work of labor to which it relates, or in any portion of the profits thereof.

8. I/We do hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least seventy five (75) calendar days from the date of the opening of bids, and that with said period of seventy five (75) days, the Town will accept or reject this proposal, or this period may be extended by mutual agreement.

9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.

10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.

11. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.

12. I/We hereby agree that I/We shall make no claim on account of any variation of the estimated quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

(Legal Name of Bidder, Partner or Corporate Officer)

By: _____ Date: _____
(Authorized Signature)

Corporate Seal (if incorporated)

Bidder acknowledges receipt of Addenda as follows:

Signature Date: _____

Signature Date: _____

Signature Date: _____

BID

I _____, _____ of
Individual Office Held

Company Name

Address

Submit herewith the bid price per 6,000 gallon load \$ _____
Dollars

(_____)
Written Dollars

BID DOLLAR AMOUNT TO BE PRICE PER GALLON OF SLUDGE REMOVED AND DISPOSED OF:

_____ per gallon x 6,000 gallons per load = \$ _____

For the removal of a minimum of six thousand gallons of sludge per visit, up to two (2) loads per week, from the North Castle Wastewater Treatment Facility located at 15 Business Park Drive, Armonk, New York for the fiscal year commencing January 1, 2018 and ending December 31, 2018. The Town of North Castle Reserves the option to extend the bid for one additional fiscal year commencing January 1, 2019 and ending December 31, 2019, at the bid price.

Said price shall include:

1. Pumping and removal of sludge from the digester holding tanks.
2. Trucking off the premises to an approved disposal site.
3. Disposal site fees & sampling fees, if any.
4. Processing of all papers in connection with regulatory agencies.
5. Performance Bond - At the time of contract signing, a performance bond in a form acceptable to the Town Attorney will be required.

The amount will be calculated as follows:

104 x \$ _____ per Truckload = \$ _____
Loads Price of Bid Amount of Performance Bond
Estimated **

** There shall be no guarantee by the Town of North Castle as to actual gallons of sludge to be disposed of during the contract period. References to gallons and/or truckloads are estimates only.

The price quoted above is valid for the period from _____ to _____*.

*Price should include option year.

By:_____ Date:_____

_____ Secretary of Corporation

Corporate Seal

The following is a list of places where we have performed work of similar character and magnitude, together with references (beginning with the most recent):

Name of Municipality	Scope of Work	Period of Contract	References & Telephone #
----------------------	---------------	--------------------	--------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

Name	Title	Address
------	-------	---------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Date: _____

BIDDER BY

(Printed Name of Partner or Corporate Officer)

(Corporate Seal)

Signature

Date

Secretary of Corporate Bidder

STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intent of the Town to execute an agreement with a Contractor that can provide reliable, uninterrupted, and environmentally sound service. The Contractor must possess the financial resources, experience, technical and management qualifications, equipment, vehicles, and manpower and facilities necessary to assure that the sludge disposal requirements of the Town will be met throughout the term of this Agreement.

The Contractor is, therefore, required to provide the following information with regard to its company and organization. Sufficient information should be provided to the Town to adequately evaluate the Contractor's ability to service the Town. Should sufficient space be available to fully address each request, additional information should be included by attachment herein.

COMPANY INFORMATION

Bidder: _____

Address: _____

Telephone: _____

Fax: _____

Contact: _____ Type of Organization: _____

Name of Parent Company, if applicable: _____

Name of Affiliate Companies, if applicable: _____

Identity of Joint Venture Partners, if any: _____

Brief history of Bidder(s) involved in the Proposal (attach additional sheets if necessary):

Has Bidder ever failed to complete any contract awarded to it?: _____

If so, state name of owner, reason therefore and bonding company: _____

Has any officer or partner of Bidder ever failed to complete a contract handled in his/her name?

If so, state name of individual, name of owner, reason therefore, and bonding company:

Has any facility that you operated been the subject of administrative or judicial action for alleged violation of environmental or public health laws or regulations. If so, state the details and disposition:

FINANCIAL INFORMATION

Financial Statement:

Bidders shall attach a complete financial statement for the most recently completed fiscal year. Statement must be prepared by a Certified Public Accountant according to accepted accounting principles.

Bank References:

Bank

Address

Name & Telephone Number
of Contact Person

Surety:

Bidder shall provide the name, address, telephone number and contact person for the surety firm provided guarantees under this Contract:

Financial References:

The TOTAL BID shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit prices in words and the unit price in numbers, the unit prices in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes. The payments will be made based on the actual quantities regardless of the estimated quantities contained herein.

The Contractor is further advised that the estimated quantities shown in the bid Sheets may be reduced or deleted in order to insure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price shall remain in effect for this work.

STATEMENT OF NON-COLLUSION

(To be completed by Each Bidder)

In accordance with Section 103(d) General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury; non-collusive bidding certification.

- A. 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 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.
 - (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.
- B. The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.
- C. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

RESOLUTION

Resolved that _____ be
(Name of Corporation)

be authorized to sign and submit the bid or proposal of this Corporation for the hauling and disposal of sewage treatment plant sludge for the North Castle Sewer District #2 Wastewater Treatment Plant located in Westchester Business Park in the Town of North Castle, Westchester County, Armonk, New York.

and to include in such bid or proposal the STATEMENT OF NON COLLUSION required by SECTION 103(d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by the

Corporation at a meeting of the Board of Directors held on the _____

day of _____, 2017.

(SEAL OF THE CORPORATION)

Secretary

OFFER OF SURETY

(To be completed by Each Bidder)

In the event the above Proposal is accepted and the undersigned is awarded the Contract for the work, the undersigned offers as surety for faithful performance, bond and/or bonds to protect labor men and material, the following surety:

SURETY COMPANY

Signed _____
(Bidder)

CERTIFICATE OF SURETY is to be signed by a duly authorized official, agent or attorney of the Surety Company.

In the event that the above Proposal is accepted and the contract for the work is awarded to

said _____
(Bidder's Name)

the _____
(Surety) (Company)

will execute the Surety Bonds as herein before provided.

Signed: _____
(Authorized Official, Attorney or Agent)

Date: _____

Important: This page must be filled out when certified check is submitted in lieu of bid bond, or bid may be rejected

SECTION D
AGREEMENT
FOR
SLUDGE REMOVAL & DISPOSAL SERVICES
SEWER DISTRICT #2
NORTH CASTLE WASTEWATER TREATMENT PLANT
TOWN OF NORTH CASTLE
WESTCHESTER COUNTY, NEW YORK
(Filled out upon award)

THIS AGREEMENT made this _____ day of _____, 2017, by and between _____ * (a Corporation organized and existing under the laws of the State of _____) * (a partnership consisting of _____) * (an individual trading as _____) hereinafter called the "Contractor" and the Town of North Castle, New York hereinafter called the "Owner".

* Strike out the two terms not applicable.

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, samples, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, collect, haul and dispose of sanitary sewage sludge from the Town of North Castle Wastewater Plant, Sewer District No. 2, 15 Business Park Drive, Armonk, New York.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the stated prices stipulated in the Bid for the respective items of work completed subject to additions and deductions as provided in the GENERAL CONDITIONS. Owner expects that Contractor will provide monthly billings at the close of each month.

Article 3. Contract Documents. The Contract Documents shall consist of the following (including their attachments and exhibits):

- | | |
|--|-------------------------------|
| 1. This Agreement | 6. General Conditions |
| 2. Addenda (if any) | 7. Special Conditions |
| 3. Notice to Bidders | 8. Payment, Performance Bonds |
| 4. Instructions to Bidders | 9. and Guarantee Bond |
| 5. Signed copy of Bid, with all attachments required for the bid | 10. Certificates of Insurance |

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) original copies on the day and year first above written.

ATTEST:

(Contractor)

BY _____ Date: _____

Title _____

ATTEST:

(Owner)

BY _____ Date: _____

Title _____

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____ 2017, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____ 2017, before me personally came Michael J. Schiliro to me known, who, being by me duly sworn, did depose and say that he maintains an office at 15 Bedford Road, Armonk, New York; that he is the Supervisor of the Town of North Castle, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Town Board of the said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

SECTION E
PERFORMANCE BOND

(Performance Bond and Labor and Materials Bond is required upon award)

SECTION F
GENERAL RELEASE

(To Be Submitted With Requisition for Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____ for
(Contractor)
and in consideration of the sum of _____ lawful
money of the United States of America, to it in hand paid by

(Owner/Contracting Agency)

have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors
and assigns remise, release, quit-claim, and forever discharge the said

_____, and
(Owner/Contracting Agency)

its successors and assigns and administrators, of and from any and all manner of action and actions,
caused and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds,
bills, specialties, covenants, contract, controversies, agreements, promises, variances, trespasses,
damages, judgments, patents, extents, executions, claims and demands whatsoever in law and unity
which against the said

_____,
(Owner/Contracting Agency)

now have or which heirs, executors, or administrators hereafter can, shall, or may have, for upon or by
reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date
of these presents rising out of the construction, in accordance with contract entered into between parties
hereto, dated _____, Two Thousand and _____, any admittance or supplements
thereto.

IN WITNESS WHEREOF, the undersigned Corporation has caused this agreement to be signed by its

_____ and its Corporation seal to be hereto affixed and duly attested by its

_____ this _____ day of _____ 2017.

ATTEST:

PRINCIPAL:

SECTION G

PREVAILING WAGE RATES

The Contractor is hereby bound to pay all labor on this project at rates no less than the Prevailing Wage Scales, as prepared by the New York State Labor Department.

Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor or any other person about or upon the work contemplated by the service agreement shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. The contractor shall acquire a schedule of such wage rates as provided by the New York State Department of Labor.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the service agreement to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.

SECTION H

COMPLIANCE WITH THE LABOR LAW AND OTHER DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with.

Each and every provision of law and clause required by law to be part of this Contract shall be deemed to be included herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not included, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such inclusion.

Specifically, Section 220(e), of the Labor Law, as so amended, prohibits in contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220(e); provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

SECTION I

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Worker’s Compensation and Employers Liability Policy, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included
- 2) N.Y.S. Disability, covering all employees. DB 120.1 must be provided.
- 3) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Premises & Operations
 - B. Products/Completed Operations;
 - C. Independent Contractors;
 - D. Personal & Advertising Injury
 - E. Blanket Contractual Liability
 - F. XCU
 - G. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and noncontributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
 - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
 - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
 - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only).
 - K. Coverage for athletic participants must be included if renter is an athletic team or league.

- 4) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hire private passenger and commercial vehicles.
- A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
- B. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, representatives and agents.
- C. If applicable, policy should be specifically endorsed to cover snow plow operations.
- 5) Umbrella Liability, with limits of no less than \$3,000,000 Each Occurrence/\$3,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation and Professional Liability (if applicable).
- 6) Professional Liability (if applicable), with limits no less than \$1,000,000. Per Claim.
- 7) Owners & Contractors Protective Liability Policy, with limits no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate shall be taken out with the Town of North Castle as the Named Insured, and maintained during the life of this contract which will protect the Town of North Castle from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.
- 8) Bid, Performance and Labor & Material Bonds, if required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- 9) Property Insurance, the Contractor shall cover materials being installed onsite, in transit, and/or at any other location.
- 10) Asbestos/Lead Abatement and Environmental Clean-Up, if applicable. Coverage for the removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs \$1,000,000 per occurrence/\$2,000,000 aggregate including Products and Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract
- 11) Certificates shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Town of North Castle. Policies that lapse and/or expire during term of work shall be recertified and received by the Town of North Castle no less than thirty (30) days prior to expiration or cancellation.

The Contractor/Provider shall furnish to Town of North Castle Certificates of Insurance as evidence of coverage prior to commencement of work and naming Town of North Castle as an Additional Insured **by endorsement**. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Town of North Castle Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Contractor/Provider, there will be no direct payment for this work. Cost will be deemed to have been included in the price bid for all scheduled items.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor/Provider shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by an act or omission or violation of statutory duty or regulation of the Contractor/Provider or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Contractor/Provider's obligation to indemnify Town of North Castle, and its agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Contractor/Provider anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Contractor/Provider to indemnify any party under this paragraph shall not be limited in any manner by limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Contractor/Provider.

Company Title/Name: _____

Name: _____ Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

SECTION J

NON-DISCRIMINATION CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Contractor will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understand, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a" through "h" hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- C. The Contractor will post and keep posted in conspicuous places, available to employee and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a" and "b" and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- D. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- E. The Contractor will comply with the provision of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel clauses and such sections of the Executive Law and Civil Rights Law.

- F. This Contract may be forthwith canceled, terminated, or suspended in whole or in part, by the Contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until it has satisfied the Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- G. If this Contract is canceled or terminated under clause "f", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be held against the surety on the performance bond if necessary.
- H. The Contractor will include the provision of clauses "a", through "g" in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchases the Owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's Representatives/Counsel, requesting intervention and protect the interests of the Owner (Contracting Agency's jurisdictional area).

SECTION K

SLUDGE SPECIFICATIONS

The sludge is a normal by-product of operations at the Town of North Castle Sewer District No. 2 Wastewater Treatment Plant. Currently, approximately 12,000 gallons of sludge per week is removed from the thickened digester holding tanks located at 15 Business Park Drive, Armonk, New York. The Town does not guarantee a minimum number of truckloads per year.

The sludge produced at the North Castle Wastewater Treatment Plant is collected from mostly residential, small business, and office buildings. There are no connections to North Castle's system from industrial users.

Typically, there is a solids content of 2% to 6%, as prior lab tests indicate possible metals that may or may not be present in the sludge on any given day. Additional elements may also be present. Any laboratory sampling of collected sludge if so required by any regulatory agency is the responsibility of the vendor. The Town of North Castle does not guarantee the contents of the sludge nor does the North Castle permit to operate require such sampling, and the vendor's bid should not be based on any assumptions as to material content of the sludge.