

**TOWN OF CHESTER
1786 KINGS HIGHWAY
CHESTER, NEW YORK 10918
(845) 469-7000 x.4**

BID PACKAGE AND CONTRACT DOCUMENTS

**COLLECTION, HAUL & DISPOSAL OF GARBAGE,
SINGLE-STREAM RECYCLABLES AND BULK WASTE**

(Contractor to Indicate Alternative Selected in Submission)

**Alternative One: 4-YEAR CONTRACT WITH A TWO-YEAR RENEWAL
OPTION (OR SUCH OTHER OPTION AS THE TOWN
MAY ELECT, UP TO THE LEGAL MAXIMUM)
(January 1, 2024 through December 31, 2027)**

OR

**Alternative Two: 3-YEAR CONTRACT WITH A TWO-YEAR RENEWAL
OPTION (OR SUCH OTHER OPTION AS THE TOWN
MAY ELECT, UP TO THE LEGAL MAXIMUM)
(January 1, 2024 through December 31, 2026)**

**ALL PROPOSALS MUST BE SUBMITTED TO THE OFFICE OF
THE TOWN CLERK, LOCATED AT 1786 KINGS HIGHWAY,
CHESTER, NEW YORK 10918, BY 3:00 P.M. ON OCTOBER 9,
2023.**

TOWN OF CHESTER
REQUEST FOR PROPOSAL:
COLLECTION, HAULING & DISPOSAL OF GARBAGE AND
SINGLE-STREAM RECYCLABLES

The Town of Chester, County of Orange, State of New York, is requesting proposals, pursuant to New York State General Municipal Law, from Contractors interested in providing services related to the collection, hauling and disposal of garbage, single-stream recyclables, e-recycling and bulk waste pickup from residential households of one-to-three family and commercial occupancies, known as “Home Occupations”, in residential zones located within the Town of Chester and the Village of Chester, as described below.

Proposals for the collection, hauling and disposal of garbage, single-stream recyclables, e-recycling and bulk waste pickup from residential households of one-to-three family and commercial occupancies, known as “Home Occupations”, in residential zones located within the Town of Chester (hereinafter the “Town”) and the Village of Chester (hereinafter the “Village”) shall be received by the Town Board of the Town of Chester at the office of the Town Clerk, located at Town Hall, 1786 Kings Highway, Chester, New York 10918, until 3:00 p.m. on October 9, 2023. The contract period options are either: (i) January 1, 2024 through December 31, 2027, with a two (2) year renewal option held by the Town for the period January 1, 2028 through December 31, 2029; or (ii) January 1, 2024 through December 31, 2026, with a two (2) year renewal option held by the Town for the period January 1, 2027 through December 31, 2028.

All proposals shall be made in strict accordance and compliance with the project documents on file with the Town Clerk. Contractors may obtain copies of the project documents through the Town Clerk, at the above address, Monday through Friday during normal business hours. Proposals shall only be submitted on the proposal forms enclosed in the project documents and any proposals submitted in other forms shall be deemed unacceptable. Only those proposals containing all of the required statements and information shall be considered. The Town Board reserves the right to reject any and all proposals offered.

It is estimated by the Town Clerk that there are 2,924 household units located in the Town and Village. This number is an estimate and is supplies for the convenience of the Contractor; it is not a representation of the Town that the estimate is accurate. Contractors are advised to secure their own estimate of residential households located within the Town and Village.

There will be no collection from non-household units (e.g. commercial properties other than those classified as Home Occupations, churches or apartment buildings with more than 3 units). The successful Contractor is free to make separate arrangements with the Town and/or Village for providing service to these properties.

BY ORDER OF THE TOWN BOARD
TOWN OF CHESTER, NEW YORK
Linda Zappala, Town Clerk

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SECTION I

INSTRUCTION TO CONTRACTORS

1. RECEIPT AND OPENING OF PROPOSALS

Request for Proposals for the collection, hauling and disposal of garbage, single-stream recyclables, e-recycling and bulk waste pickup from residential households of one-to-three family and commercial occupancies, known as “Home Occupations”, in residential zones located within the Town of Chester (hereinafter the “Town”) and the Village of Chester (hereinafter the “Village”), County of Orange, State of New York, shall be received by the Town Board of the Town at the office of the Town Clerk, Town Hall, 1786 Kings Highway, Chester, New York, 10918 until 3:00 PM on October 9, 2023.

Proposals shall be opened as soon as practicable after the time set for receipt thereof.

Proposals must be submitted in sealed envelopes at the above address and shall bear on the face thereof the name and address of the Contractor, and shall be marked:

**PROPOSAL FOR COLLECTION, HAUL AND DISPOSAL OF
GARBAGE, SINGLE-STREAM RECYCLABLES, E-RECYCLING AND
BULK WASTE**

2. CONTRACT DOCUMENTS AND SPECIFICATIONS

The contract documents and specifications may be examined at the office of the Town Clerk, 1786 Kings Highway, Chester, New York, 10918, Monday through Thursday during regular business hours and may be obtained at Town Clerk’s office.

3. AWARD OF PROPOSAL

The Town Board reserves the right to reject any Proposals that are incomplete, conditional, obscure or which contain irregularities of any kind including unbalanced Proposals, and any and all Proposals not deemed for the best interest of the Town. At the Town’s option, a contract may be awarded to the lowest responsible Contractor.

4. PREPARATION OF PROPOSAL

Each Proposal must be submitted on the prescribed forms. All blank spaces for Proposal prices must be filled in, in ink or typewritten, in both word and figures.

Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the Contractor, the Contractor’s address, and the name of the project for which the Proposal is submitted. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal form.

5. WITHDRAWAL OF PROPOSAL

Regardless of the award of Proposal, no Contractor may withdraw his Proposal before the expiration of thirty (30) days after the date of opening the Proposals.

6. SUBCONTRACTS

The Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Town.

7. TELEPHONIC MODIFICATION

Any Contractor may modify his Proposal by telephonic communication at any time prior to the scheduled closing time for receipt of Proposals, provided such telephonic communication is received by the Town prior to the closing time, and, provided further, the Town is satisfied that a written confirmation of the telephonic modification over the signature of the Contractor was mailed prior to the closing time.

The telephonic communication should not reveal the Proposal price but should provide the addition or subtraction or other modification so that the final process or terms will not be known by the Town until the sealed Proposal is opened.

If written confirmation is not received within two days from the closing time, no consideration will be given to the telephonic modification.

8. QUALIFICATION OF CONTRACTOR

The Town may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work, and the Contractor 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 Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

9. LENGTH OF CONTRACT

The length of the contract shall be either:

- i. Approximately forty-eight (48) months, commencing January 1, 2024 and terminating December 31, 2027. The Town shall also have the option to renew the contract on the same terms and conditions for an additional twenty-four (24) month period, commencing on January 1, 2028 and terminating on December 31, 2029; or
- ii. Approximately thirty-six (36) months, commencing January 1, 2024 and terminating December 31, 2026. The Town shall also have the option to renew the contract on the same terms and conditions for an additional twenty-four (24) month period, commencing on January 1, 2027 and terminating on December 31, 2028.

10. CONDITIONS OF WORK

Each Contractor must inform himself fully of the conditions relating to the project and the employment of the labor thereon. Failure to do so will not relieve a successful Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work required herein.

11. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other proposal documents will be made to any Contractor orally.

Every request for such interpretation should be in writing addressed to:

J. Scott Bonacic, Esq., Town Attorney
45 Webster Avenue
Goshen, New York 10924

and to be considered, it must be received at least five (5) days prior to the date fixed for the opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Contractors (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Contractor to receive any such addendum or interpretation shall not relieve such Contractor from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign Proposal bonds must file with the bond a certified and effectively dated copy of their power of attorney.

13. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- (a) Insurance Requirements
- (b) Wage Rates
- (c) Security Bond

14. LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, local laws and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. METHOD OF AWARD—LOWEST QUALIFIED CONTRACTOR

This contract, at the Town's sole discretion, will be awarded to the lowest Proposal submitted by a responsible Contractor. The Town reserves the right to reject all Proposals.

16. OBLIGATION OF CONTRACTOR

At the time of the opening of Proposals, each Contractor will be presumed to have inspected the district and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any Contractor to examine any form, instrument or document shall in no way relieve the Contractor from any obligation in respect to his Proposal.

17. NON-COLLUSIVE PROPOSALDING CERTIFICATION

Each Contractor submitting a Proposal for any portion of the work contemplated by the documents on which the Proposal is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that the Contractor has not colluded with any other person, firm, or corporation in regard to any Proposal submitted.

18. CORRECTIONS

Erasures or other changes in the Proposal must be explained or noted for the signature of the Contractor.

SECTION II

CONTRACTOR'S CHECKLIST

The following documents must be submitted by each Contractor:

1. Proposal Form
2. Resolution (Required if Contractor is a Corporation or LLC)
3. Non-Collusive Bidding Certificate
4. Organization and Experience

PROPOSAL FORM

Place: Town of Chester
Town Clerk's Office (Town Hall)

Date: _____

Project: Collection, Haul and Disposal of Garbage, Single-Stream Recyclables, E-Recycling and Bulk Waste

Proposal of _____ (hereinafter referred to as the "Contractor"), organized and existing under the laws of the State of _____, doing business as _____

To the Town Board of the Town of Chester (hereinafter referred to as the "Town")

Gentlemen:

The Contractor, in compliance with your Request for Proposal for the Collection, Haul and Disposal of Garbage, Single-Stream Recyclables, E-Recycling and Bulk Waste, has examined the project documents and is familiar with the character and magnitude of the work involved and the obligations it will be required to undertake in the contract.

These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

The undersigned further agrees to provide the required insurance and surety bond.

The undersigned further agrees to collect and haul the garbage, rubbish and bulk to a landfill site designated by the Town, and to collect and haul recyclables and e-recyclables to designated Materials Recovery Facilities or other designated sites approved by the Town. The undersigned shall also provide the vehicles, equipment, material, machinery, labor, permits and licenses necessary for collection operation to be provided in the manner described in the specifications.

Contractor agrees that this Proposal shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving Proposals.

Low Proposal shall be considered of the following:

- i. The Town, at its sole option and discretion, will award the Proposal within thirty (30) days after the scheduled closing time for receiving Proposals.
- ii. Upon receipt of notice of the acceptance of this Proposal, the Contractor will execute the formal contract within seven (7) days of the date thereof and delivery all necessary insurance.

ALTERNATIVE I

Once Per Week for Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste

PROPOSAL BASE PRICES: COLLECTION AND HAUL OF GARBAGE, SINGLE-
STREAM RECYCLABLES, E-RECYCLABLES AND
BULK WASTE

Collection and Haul of Garbage, Single-
Stream Recyclables, E-Recyclables and
Bulk Waste:

(Please Select Term for Proposal): January 1, 2024 through December 31, 2027
or
January 1, 2024 through December 31, 2026

Total Price Per Household Per Month: \$ _____

Total Price in Words:

DOLLARS: _____

CENTS: _____

**Amounts are to be shown in both words and figures.
In the event of any discrepancies, the amount shown in words will govern.**

The Contractor understands that the Town reserves the right to reject any and all Proposals.

Respectfully Submitted,

Name of Contractor: _____

BY: _____
Name of Signer

Title: _____

Business Address: _____

ALTERNATIVE II

Twice Per Week for Garbage, Once Per Week for Bulk Waste and Single-Stream Recyclables and E-Recyclables

PROPOSAL BASE PRICES: COLLECTION AND HAUL OF GARBAGE, SINGLE-STREAM RECYCLABLES, E-RECYCLABLES AND BULK WASTE

Collection and Haul of Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste:

(Please Select Term for Proposal): January 1, 2024 through December 31, 2027 or January 1, 2024 through December 31, 2026

Total Price Per Household Per Month: \$ _____

Total Price in Words:

DOLLARS: _____

CENTS: _____

Amounts are to be shown in both words and figures. In the event of any discrepancies, the amount shown in words will govern.

The Contractor understands that the Town reserves the right to reject any and all Proposals.

Respectfully Submitted,

Name of Contractor: _____

BY: _____ Name of Signer

Title: _____

Business Address: _____

ALTERNATIVE III

Once Per Week for Garbage, Single-Stream Recyclables and E-Recyclables, and Scheduled Pickup by Appointment for Bulk Waste

PROPOSAL BASE PRICES: COLLECTION AND HAUL OF GARBAGE, SINGLE-STREAM RECYCLABLES, E-RECYCLABLES AND BULK WASTE

Collection and Haul of Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste:

(Please Select Term for Proposal): January 1, 2024 through December 31, 2027 or January 1, 2024 through December 31, 2026

Total Price Per Household Per Month: \$ _____

Total Price in Words:

DOLLARS: _____

CENTS: _____

Amounts are to be shown in both words and figures. In the event of any discrepancies, the amount shown in words will govern.

The Contractor understands that the Town reserves the right to reject any and all Proposals.

Respectfully Submitted,

Name of Contractor: _____

BY: _____
Name of Signer

Title: _____

Business Address: _____

ALTERNATIVE IV

Twice Per Week for Garbage, Scheduled Pickup by Appointment for Bulk Waste, Once Per Week for Single-Stream Recyclables and E-Recyclables

PROPOSAL BASE PRICES: COLLECTION AND HAUL OF GARBAGE, SINGLE-
STREAM RECYCLABLES, E-RECYCLABLES AND
BULK WASTE

Collection and Haul of Garbage, Single-
Stream Recyclables, E-Recyclables and
Bulk Waste:

(Please Select Term for Proposal): January 1, 2024 through December 31, 2027
or
January 1, 2024 through December 31, 2026

Total Price Per Household Per Month: \$ _____

Total Price in Words:

DOLLARS: _____

CENTS: _____

**Amounts are to be shown in both words and figures.
In the event of any discrepancies, the amount shown in words will govern.**

The Contractor understands that the Town reserves the right to reject any and all Proposals.

Respectfully Submitted,

Name of Contractor: _____

BY: _____
Name of Signer

Title: _____

Business Address: _____

ALTERNATIVE V

Once Per Week for Garbage, Single-Stream Recyclables and E-Recyclables, and Semi-Annual Pickup for Bulk Waste (Bulk Pickup to be Completed in a One-Week Period)

PROPOSAL BASE PRICES: COLLECTION AND HAUL OF GARBAGE, SINGLE-STREAM RECYCLABLES, E-RECYCLABLES AND BULK WASTE

Collection and Haul of Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste:

(Please Select Term for Proposal): January 1, 2024 through December 31, 2027 or January 1, 2024 through December 31, 2026

Total Price Per Household Per Month: \$ _____

Total Price in Words:

DOLLARS: _____

CENTS: _____

Amounts are to be shown in both words and figures. In the event of any discrepancies, the amount shown in words will govern.

The Contractor understands that the Town reserves the right to reject any and all Proposals.

Respectfully Submitted,

Name of Contractor: _____

BY: _____ Name of Signer

Title: _____

Business Address: _____

ALTERNATIVE VI

Twice Per Week for Garbage, Semi-Annual Pickup for Bulk Waste (Bulk Pickup to be Completed in a One-Week Period) and Once Per Week for Single-Stream Recyclables and E-Recyclables

PROPOSAL BASE PRICES: COLLECTION AND HAUL OF GARBAGE, SINGLE-STREAM RECYCLABLES, E-RECYCLABLES AND BULK WASTE

Collection and Haul of Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste:

(Please Select Term for Proposal): January 1, 2024 through December 31, 2027 or January 1, 2024 through December 31, 2026

Total Price Per Household Per Month: \$ _____

Total Price in Words:

DOLLARS: _____

CENTS: _____

Amounts are to be shown in both words and figures. In the event of any discrepancies, the amount shown in words will govern.

The Contractor understands that the Town reserves the right to reject any and all Proposals.

Respectfully Submitted,

Name of Contractor: _____

BY: _____ Name of Signer

Title: _____

Business Address: _____

ALTERNATIVE VII

Once Per Week for Garbage, Single-Stream Recyclables and E-Recyclables, and Monthly Pickup by Pre-Determined Area/Zone for Bulk Waste

PROPOSAL BASE PRICES: COLLECTION AND HAUL OF GARBAGE, SINGLE-STREAM RECYCLABLES, E-RECYCLABLES AND BULK WASTE

Collection and Haul of Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste:

(Please Select Term for Proposal): January 1, 2024 through December 31, 2027 or January 1, 2024 through December 31, 2026

Total Price Per Household Per Month: \$ _____

Total Price in Words:

DOLLARS: _____

CENTS: _____

Amounts are to be shown in both words and figures. In the event of any discrepancies, the amount shown in words will govern.

The Contractor understands that the Town reserves the right to reject any and all Proposals.

Respectfully Submitted,

Name of Contractor: _____

BY: _____
Name of Signer

Title: _____

Business Address: _____

ALTERNATIVE VIII

Twice Per Week for Garbage, Monthly Pickup by Pre-Determined Area/Zone for Bulk Waste, and Once Per Week for Single-Stream Recyclables and E-Recyclables

PROPOSAL BASE PRICES: COLLECTION AND HAUL OF GARBAGE, SINGLE-STREAM RECYCLABLES, E-RECYCLABLES AND BULK WASTE

Collection and Haul of Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste:

(Please Select Term for Proposal): January 1, 2024 through December 31, 2027 or January 1, 2024 through December 31, 2026

Total Price Per Household Per Month: \$ _____

Total Price in Words:

DOLLARS: _____

CENTS: _____

Amounts are to be shown in both words and figures. In the event of any discrepancies, the amount shown in words will govern.

The Contractor understands that the Town reserves the right to reject any and all Proposals.

Respectfully Submitted,

Name of Contractor: _____

BY: _____ Name of Signer

Title: _____

Business Address: _____

RESOLUTION

(Required if Contractor is a Corporation or LLC)

It is hereby RESOLVED that _____ be authorized to sign and submit the Proposal or the proposal of this [Corporation/Limited Liability Company] for:

**COLLECTION, HAUL AND DISPOSAL OF GARBAGE,
SINGLE-STREAM RECYCLABLES, E-RECYCLABLES
AND BULK WASTE**

to the Town of Chester and to include in such Proposal the certificate as to Non-Collusion, as required under Section 103-d of the New York State General Municipal Law, as the act and deed of such [Corporation/Limited Liability Company] and for any inaccuracies or misstatements in such certificate, this Contractor shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____
_____, at a meeting of its [Board of Directors/Members]
held on the _____ day of _____, 2023.

Dated: _____

[Secretary/Member]

NON-COLLUSIVE BIDDING CERTIFICATE

(Required under Section 103-d of the New York State General Municipal Law)

Section 103-d: "Statement of non-collusion in Proposals and proposals to political subdivisions of the State."

Every Proposal hereafter made to the state or any public department, agency or official thereof, where competitive proposals are required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Contractor and affirmed by such Contractor as true under penalty of perjury: Non-Collusive Bidding certification.

(a) By submission of this Proposal, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint Proposal each party thereof certifies as to its own organization, under penalty of perjury, that to the best of his own knowledge and belief:

- (1) The prices in this Proposal 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 Contractor or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to opening, directly indirectly, to any other Contractor or to any competitor; and
- (3) No attempt has been made or will be made by the Contractor to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

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

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

Certification: The information above is true and complete to the best of my knowledge and belief.

Dated: _____

Signature

ORGANIZATION AND EXPERIENCE

Business Organization

1. List principals of your organization, company or corporation.

Name and Title: _____
Residence: _____
Name and Title: _____
Residence: _____
Name and Title: _____
Residence: _____
Name and Title: _____
Residence: _____

2. List supervisors and managers employed in your organization directly responsible for operation.

Name and Title: _____
Residence: _____
No. of Years Employed: _____
Name and Title: _____
Residence: _____
No. of Years Employed: _____

3. Briefly summarize previous municipal collection and haul contracts held, including the approximate number of households collected and tonnage handled in a given year.

4. Briefly summarize your present collection and haul business, including area(s) of service, approximate number of households served, tonnage handled in a year, and collection rates and charges to households.

SECTION III

AGREEMENT

(4-Year Term, 2-Year Renewal Option)

THIS AGREEMENT, made this ____ day of _____, 2023, by the Town of Chester, a municipal corporation with offices located at 1786 Kings Highway, Chester, New York 10918 (hereinafter referred to as the “Town”) and _____ doing business as a [Corporation/Limited Liability Company] located at _____

_____ (hereinafter referred to as the “Contractor”).

WITNESSETH :

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, the Contractor hereby agrees with the Town to commence and complete the project described as follows: Collection, Haul and Disposal of Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste in the Town and Village of Chester (hereinafter referred to as the “Project”), for the sum of _____ Dollars (\$ _____) per household per month and all extra work in connection therewith, under the terms as stated in the Project documents; and at its own proper cost and expense to furnish all of the materials, supplies, machinery, equipment, carts/cans, tools, labor, insurance and other accessories and services necessary to complete said Project in accordance with the conditions stated in the Project documents, which is made a part hereof.

The Contractor hereby agrees to commence work under this contract on January 1, 2024 and terminate December 31, 2027, unless the Town elects to exercise to extend said contract on the same terms and conditions for an additional two (2) years, after which the contract would terminate as of December 31, 2029.

The Town agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided for in the Project documents, and to make payments on account thereof. Payment shall be made in equal installments, with the first payment to be made on or about _____, and subsequent payments to be made on or about the first day of the following month.

TOWN OF CHESTER

(SEAL)

Attest: _____
Town Clerk

(SEAL)

BY: _____
Robert Valentine, Town Supervisor

(CONTRACTOR)

BY: _____

TITLE: _____

AGREEMENT

(3-Year Term, 2-Year Renewal Option)

THIS AGREEMENT, made this ____ day of _____, 2023, by the Town of Chester, a municipal corporation with offices located at 1786 Kings Highway, Chester, New York 10918 (hereinafter referred to as the "Town") and _____ doing business as a [Corporation/Limited Liability Company] located at _____

_____ (hereinafter referred to as the "Contractor").

W I T N E S S E T H :

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, the Contractor hereby agrees with the Town to commence and complete the project described as follows: Collection, Haul and Disposal of Garbage, Single-Stream Recyclables, E-Recyclables and Bulk Waste in the Town and Village of Chester (hereinafter referred to as the "Project"), for the sum of _____ Dollars (\$ _____) per household per month and all extra work in connection therewith, under the terms as stated in the Project documents; and at its own proper cost and expense to furnish all of the materials, supplies, machinery, equipment, carts/cans, tools, labor, insurance and other accessories and services necessary to complete said Project in accordance with the conditions stated in the Project documents, which is made a part hereof.

The Contractor hereby agrees to commence work under this contract on January 1, 2024 and terminate December 31, 2026, unless the Town elects to exercise to extend said contract on the same terms and conditions for an additional two (2) years, after which the contract would terminate as of December 31, 2028.

The Town agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided for in the Project documents, and to make payments on account thereof. Payment shall be made in equal installments, with the first payment to be made on or about _____, and subsequent payments to be made on or about the first day of the following month.

TOWN OF CHESTER

(SEAL)

Attest: _____
Town Clerk

BY: _____
Robert Valentine, Town Supervisor

(SEAL)

(CONTRACTOR)

BY: _____

TITLE: _____

RESOLUTION

Resolved that _____ (hereinafter the “Authorized Agent”) be authorized to sign and submit an agreement of this [Corporation/Limited Liability Company] on the following project:

Town of Chester Garbage, Single-Stream Recycling, E-Recycling and Bulk Waste

The foregoing is a true and correct copy of the Resolution adopted by the [Board of Directors/Members] of _____ at a meeting of its [Board of Directors/Members] held on the _____ day of _____, 2023.

Dated: _____

[Secretary/Member]

CERTIFICATES OF INSURANCE

The attached Certificates of Insurance, as required by the Conditions of the Contract, shall become part of this Section and incorporated into the Contract Documents.

[ATTACH CERTIFICATES OF INSURANCE HERE]

SECTION IV

GENERAL CONDITIONS

Numerical Index

1. Contract and Contract Documents
2. Definitions
3. Patents
4. Contractor's Obligations
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GENERAL CONDITIONS

1. Contract and Contract Documents

The Contract Documents consists of the Agreement, the conditions of the Contract (General, Supplementary, etc.), the Specifications, and all modifications thereto. The provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. Definitions

- (a) "Contractor": A person, firm, partnership or corporation to whom this Contract is made by the Town.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor on the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor or any Subcontractor.

3. Patents

The Contractor shall indemnify and save the Town and its officers, agents, servants, and employees harmless from liability or any nature of kind, including cost and expenses for, or account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town, unless otherwise specifically stipulated in the contract documents.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Town of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Town of the project from any and all claims for infringement by reason of the use of such patented or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Town for any cost, expense or damage which it may be obliged to pay by reason of the work or after completion of the work.

4. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified, in accordance with the provision of this contract and said specifications covered by this contract and any and all supplemental plans. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specification, and shall do, carry on, and complete the entire work to the satisfaction of the Town.

5. Notice and Service Thereof

Any notice to any contractor from the Town relative to any part of this contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

6. Suspension of Work

Should the Town be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason thereof.

7. Conflicting Definitions

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs of these General Conditions shall be void to the extent of such conflict or inconsistency.

8. Damages

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by him under this contract shall be that of an independent Contractor and that as such he will be responsible for all damage, loss or injury to persons or property that may arise or be incurred in or during the contract and progress of said work in regard to whether or not the Contractor, his agents, or employees have been negligent, and the Town shall be by the Contractor held and kept free and discharged of and from any and all responsibility and liability thereof of any sort or kind; that the Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty; that the Contractor shall make good any damages that may occur in consequence of the work or any part of it and shall assume all blame, loss and responsibility of whatsoever nature by reason of neglect or violation of any Federal, State, County or local laws, regulations, or ordinances.

9. Risks Assumed by the Contractor

Contractor assumes the following distinct and several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Contractor, the Town, of their officers, agents and employees, or third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve legal duty, primary or otherwise, imposed upon the [City/Village/Town], except that the Contractor shall not be responsible for any damage resulting from affirmative acts of the [City/Village/Town] committed with intent to cause the loss, damage and injuries herein below set forth:

- (a) The risk of loss or damage, direct or indirect, of whatever nature, to any plant, equipment, tools, material or property furnished, used, installed or received by the Town or by the Contractor or any subcontractor, material-men, workmen, or workmen performing services or furnishing materials for the work covered hereunder. In the event of such loss or damage, the Contractor shall forthwith repair, replace and/or make good any such loss or damage without cost to the Town.
- (b) The risk of claims just or unjust, by third persons against the Contractor, Town, or their officers, agents, and employees on account of injury (including wrongful death, bodily injuries, and property damage of any kind whatsoever) arising or alleged to arise out of or as a result of the work covered by the contract (whether actually caused by or resulting from the performance of the Contract) or out of or in connection with the Contractor's operations within the Town, whether such claims are made and whether such injury, damage, and loss is sustained at any time, both before and after the final acceptance by the Town of all work covered by the Contract.
- (c) The Contractor shall indemnify and save harmless the Town, its officers, agents for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including attorney fees and court costs. If so directed, the Contractor shall, at his own expense, defend against such claims.
- (d) The Contractor's obligations under this Paragraph shall not be deemed waived, limited, or discharged by the enumeration or procurement of any insurance for liability for damages.
- (e) Neither the Town's acceptance of work to be performed hereunder nor the making of any payment shall release the Contractor from his obligations under this Paragraph. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this Paragraph to imply that he assumes or is responsible for any risks or claims of the type enumerated; and neither the enumeration in this Paragraph nor the enumeration elsewhere in the Contract of particular risks assumed by the Contractor or particular claims for which he is responsible shall be deemed to limit the risks for which the Contractor would assume or the claims for which he would be responsible in the absence of such enumeration.

10. Right of the Town to Terminate the Contract

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the Contractor of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violations or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

In addition, the Town shall have the right to stop work or terminate the contract if:

- (a) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
- (b) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days; or
- (c) The Contractor shall refuse or fail to prosecute the work or any part thereof with diligence; or
- (d) The Contractor shall fail or refuse to comply with all applicable laws or ordinances, or otherwise be guilty of a substantial violation of any provision of this contract.

11. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractors or any subcontractor shall suffer loss of damage on work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement of arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall indemnify and save harmless the Town against any such claim.

12. Assignments

The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Town. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the worked called for in this Contract.

13. Subcontracting

The Contractor shall not award any work to any subcontractor without prior written approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Town may require.

The Contractor shall be as fully responsible to the Town for the acts and omissions of his Subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contract by the terms of the General Conditions and other contract document insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Town may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this Contract shall create any contractual relation between any subcontract and the Town.

14. Contractor's and Subcontractor's Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Town, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) Compensation Insurance. The Contractor shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance and Disability Benefits Insurance as required by State law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Disability Benefits Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance and Disability Benefits Insurance. In case of any class of employees engaged on hazardous work on the project under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
- (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance, and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions as specified in subparagraph (b) hereof, or, (2) insure the activities of his subcontractors in his policy, as specified in subparagraph (b) hereof.
- (d) Scope of Insurance and Special Hazards. The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively against damage claims which may arise from operations under this Contract,

whether such operations be by the insured or by any one directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Supplemental General Conditions.

- (e) Proof of Carriage of Insurance. The Contractor shall furnish the Town with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days' written notice has been received by the Town."

15. Town's Right to Perform Work

Upon failure of the Contractor to perform the work in accordance with the contract documents, and after written notice to the Contractor, the Town may perform or arrange for the performance of the work, without prejudice to any other remedy it may have. The cost thereof shall be charged to the Contractor.

16. Acceptance of Final Payment as Release

No payment, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation under this contract or the Performance and Payment Bond.

17. Overtime Requirements

The parties hereto, in accordance with the provisions of Section 220, Subdivision 2 of the Labor Law of the State of New York, hereby agree as follows:

That no Contractor, subcontractor, nor any person on his behalf shall permit or require any laborer, workman, or mechanic to work more than eight hours in any one calendar day, or more than five days in any week except in the cases of extraordinary emergency, including fire, flood, or danger to life or property that are outlined in Section 220, Subparagraph 2 of the Labor Law, and then only with the special dispensation of the Industrial Commissioner as required by said Section.

In the event of any violation of the clause set forth in the subsection above, the Contractor and any subcontractor responsible therefore, shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in the above subsection in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subsection above. The Town may withhold, or cause to be withheld, from any moneys payable on account or work performed by the Contractor or subcontractor, such sum as may administratively be determined to be necessary satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in clause set forth above.

The Contractor shall insert in all subcontracts the clause set forth in the above subsections of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

18. Payrolls and Basic Records

Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each employee, his correct classification, rates of pay (including rates of contributions or costs anticipated or the types described in Section 1(b)(2) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. Section 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

19. Withholding of Payments

The Town may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Government may, after written notice to the Contractor, sponsor, applicant, or Town, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

20. Contract Termination

A breach of employment regulations may be grounds for termination of the contract, and for debarment as provided in 29 C.F.R. Section 5.6.

21. Materials, Services and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work specified herein. Any work necessary to be performed after regular hours, on Legal Holidays, shall be performed without additional expense to the Town.

22. Inspection

The authorized representatives and agents of the Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

23. Changes in Work

As described under Supplementary Conditions.

24. Reports, Records and Data

The Contractor shall submit to the Town such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Town may request concerning work performed or to be performed under this contract, i.e. tipping fees, tonnage collected.

25. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Town.

26. Prohibition against Discrimination

In accordance with the provisions of Section 220-e of the Labor Law, the Contractor agrees:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or subcontractor, shall by reason of race, creed, color, age, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, age, sex, or national origin;
- (c) That there may be deducted from the amount payable to the Contractor by the State or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. The Contractor agrees to comply with the provisions of Sections 291–299 of the Executive Law, the Civil Rights Law and any and all regulations issued pursuant thereto.

27. Other Prohibited Interests

No official of the Town who is authorized in such capacity and on behalf of the Town to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any contract or any subcontract in connection with the project, shall become directly or indirectly interested personally in this contract or in part hereof. No officer, employee, attorney, engineer, or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislation, executive, supervisor or other similar functions in connection with the project, shall become directly or indirectly interested personally in this contract, or any other contract pertaining to the project.

28. Safety and Health Regulations

In order to protect the lives and health of the employees, under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hour and Safety Standards Act, as amended, commonly known as the Construction Safety Act as it pertains to health and safety standards; and shall maintain an accurate record of all causes of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

29. Permits; Compliance with Law

The Contractor shall procure and pay for all permits and licenses necessary for execution of his work. The Contractor shall comply with all laws, ordinances, rules and regulations relating to performance of work.

30. Required Provisions Deemed Inserted

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

SUPPLEMENTARY CONDITIONS

1. Modifications to General Conditions

- A. Where any Article of the General Conditions of the Contract is supplemented herein, the provision of such Article shall remain in effect. All supplemental provisions shall be considered as added thereto.
- B. Where any Article of the General Conditions of the Contract is amended, voided or suspended herein, the provision of such Article not so specifically amended, voided or suspended shall remain in effect.
- C. Where any Article or portion of an Article of the General Conditions of the Contract or Supplementary Conditions of the Contract does not specifically apply to a particular contract, the applicable provisions of all Articles or portions of Articles shall remain in effect.

2. Article 14: Contractor's and Subcontractor's Insurance

The Contractor and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against Public Liability and Vehicular Liability.

As required under Paragraph 14 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall each be in an amount not less than \$2,000,000.00 combined single limit. The Town and Village of Chester shall be named as additional insured under said policies.

The following wage rates are to be used for this project:

**IT IS THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH
WAGE RATES FOR THIS PROJECT.**

[Insert Prevailing Wage Rate Schedule Here]

SECTION V

DEFINITIONS AND TERMS

As used in these specifications, the words and phrases shall have the meanings stated herein.

1. "Acceptable Waste" shall mean the type of solid waste normally collected and disposed of in the Town, including, but not limited to garbage, rubbish, offal, bulk waste and construction and demolition debris; except, however, unacceptable waste and hazardous waste are excluded.
2. "Appliance" shall include any stove, washing machine, dryer, freezer, refrigerator or other household device, including furniture or equipment or furniture abandoned, junked, discarded, wholly or partially dismantled, no longer intended or in condition for ordinary use for the purposes for which it was originally designed.
3. "Ashes" shall mean the residue from the burning of wood, coal, coke or other combustible materials.
4. "Bulk Waste" shall mean materials such as refrigerators, washing machines, clothes dryers, stoves, water boilers, baby carriages, mattresses, furniture and other household items from all residences served under this Contract. Tires shall be separately collected from a central location once each calendar year.
5. "Commissioner" shall mean the Department of Public Works Superintendent of Orange County.
6. "Construction and Demolition Debris" shall mean non-putrescible building and street construction materials discarded as a result of the erection or dismantling of a pavement, building, deck, fence, street or similar structure.
7. "Contractor" shall mean the person or persons, co-partnership or corporation which has entered into this Contract as the party or parties of the second part, or his or their legal representatives.
8. "County" shall mean the County of Orange as constituted and existing under the Laws of the State of New York.
9. "District" shall mean all one, two and three family residences and commercial occupancies, known as "Home Occupations" in residential zones, within the Town of Chester and Village of Chester.
10. "Engineer" shall mean the Engineer designated by the Town.

11. "E-Recycling" shall mean the recycling of electronic waste items such as computers, televisions, small scale servers, monitors, keyboards, mice, facsimile machines, document scanners, printers, DVRs, VCRs, portable digital music players, DVD players, digital converter boxes, cable or satellite receivers, electronic or video game consoles, cables/cords/wires attached to any of the aforementioned devices, and other small electronic equipment in an environmentally responsible manner.
12. "Garbage" shall mean normal kitchen and household waste, from perishable or disposable items such as left-over food, food packaging and containers including cans, bottles and magazines, dishes, pots, pans, glass, bottles and crockery and small household items (excluding all recyclable, bulk refuse and yard waste as defined below) and provided the same are placed in securely fastened containers or bags.
13. "Hazardous Waste" shall mean that portion of solid waste which, by reason of its composition or characteristics, is:
 - a) "Hazardous Waste" as defined in the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., and the regulations thereunder, or in the New York Environmental Conservation Law §27-0901, Subdivision 3, and the regulations promulgated thereunder, and any succeeding legislation or regulations or amendments to the foregoing.
 - b) In the event that the designated resource recovery plant is operational, any other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time are harmful, toxic or dangerous or otherwise ineligible for disposal through the facility.
 - c) In the event that the designated resource recovery plant is operational, any material which would result in process residue being "Hazardous Waste" under Subsections (a) or (b) above.
14. "Household Unit" shall mean a building or portion thereof providing complete and separate housekeeping facilities for one or more persons living, sleeping, cooking and eating on the same premises, as a single residential housekeeping unit, regardless of whether said household unit is occupied or unoccupied.
15. "Improvement Area" shall mean the area encompassed within the Town.
16. "Motor Vehicle" includes any and all vehicles propelled or drawn by power, other than muscular power, intended for use on public highways; any unregistered, old or secondhand "Motor Vehicle" or trailer, any "Motor Vehicle" in such condition or state of repair that it cannot be licensed immediately without extensive repair, and any abandoned, junked, discarded, wholly or partially dismantled "Motor Vehicle" no longer intended or in condition for legal use on public highways.

17. "Non-Household Use" shall mean any use of a parcel other than as a residential housekeeping unit, except that a use incidental to and subordinate to a principal use of a parcel as a household unit and carried on by inhabitants of the household unit shall not be deemed a non-household use, and the use of unimproved private property shall not be deemed a non-residential use.
18. "Occupant" shall mean a person having care, custody or control of a household or non-household unit on a parcel, including, but not limited to, tenants of said parcel.
19. "Outdoor Storage" includes the placing, maintaining or keeping of any motor vehicle, appliance, rubbish and debris as the same are defined herein in a place other than a structure with a roof and fully enclosed on all sides.
20. "Owner" includes the person having legal title to the property, the person shown as the "Owner" on the property on the current assessment rolls of the Town, and the agents of said persons.
21. "Parcel" shall mean any real property or primate premises having a unique tax map number as established by the Orange County Real Property Tax Service.
22. "Person" shall mean an individual, partnership, corporation or other legal entity.
23. "Private Collector" shall mean any person, firm or corporation engaged in the business of collecting and transporting garbage, rubbish, ashes, refuse or any other waste material.
24. "Property Holder" shall mean the Town, lessee or occupant of any dwelling, shop, office, restaurant, hotel/motel, factory, apartment, or other real property, improved or unimproved.
25. "Recyclable Material" shall mean any material so designated in regulations adopted by the Town or the County from time to time, generally limited to materials which can be processed and reused for the original or different purpose, thus avoiding the necessity for incineration or land fill. Items included within this definition include newspapers, cardboard, plastic, aluminum, bottles, cans, containers and such other commodities as may from time to time be designated for separate collection by the Town or the County of Orange.
26. "Recycling Facility" shall mean a facility designated by the Town or the County of Orange as approved for receiving and processing one or more types of recyclable materials.
27. "Rubbish or Debris" shall include ordinary household or store trash of a flammable character, such as barrels, cartons, boxes, crates, furniture, rugs, clothing, rags, mattresses, blankets, small tree trimmings, small stumps and similar garden waste, small dead animals, hay, fodder, feed, meal or other discarded animal or vegetable matter originally intended for animal consumption, planning mill waste, shavings, sawdust and such other materials not otherwise defined herein as may be readily consumed by incineration.

28. "Solid Waste" shall mean any discarded material or substances including, but not limited to, garbage, bulk waste, refuse, demolition and construction debris and offal and other discarded materials and substances resulting from residential uses.
29. "Town" shall mean the Town of Chester of the County of Orange and State of New York.
30. "Town Board" shall mean the duly elected and constituted legislative body of the Town.
31. "Unacceptable Waste" shall mean that portion of solid waste, excluding hazardous waste, but including, without limitation, explosives, pathological and biological waste, radioactive materials, ashes, foundry sand, sewage sludge, cesspool and other human waste, human remains and large animal carcasses, motor vehicles including such major motor vehicle parts as automobile transmissions, rear ends, springs and fenders, agricultural and farm machinery and equipment, marine vessels and major parts thereof and any other large machinery or equipment, excluding appliances, liquid waste, including without limitation, motor oil and batteries.
32. "Village" shall mean the Village of Chester of the County of Orange and State of New York.
33. "Yard Waste" shall mean solid waste consisting of plant matter resulting from landscaping activities and including, but not limited to, such items as branches, twigs, leaves, roots, lawn clippings, tree trimmings and weeds. Plant matter having trunks or stems greater than two inches in diameter shall be deemed unacceptable waste.

SPECIFICATIONS
COLLECTION AND HAUL

SP-1: SCOPE OF WORK

A. It is the intention of these specifications to define the requirements of the Contract for the collection, haul and disposal of garbage, single-stream recyclables, e-recyclables, and bulk waste materials from the district. The Contractor shall be responsible for the collection of acceptable waste and recyclable materials, properly bundled and placed curbside in quantities that do not exceed the maximum established, from every household unit, except for those acceptable wastes and locations that are excluded in these specifications. The Contractor shall transport all collected acceptable wastes and recyclable materials to a landfill site or Resource Recovery Facility or Recycling Facility at locations designated by the Town or County.

B. These written specifications and other Contract documents contain all of the terms and obligations governing the agreement between the Town and the Contractor and no oral agreements or representations made between the Contractor and the agents or officials of the Town shall in any way alter or amend the obligations of the respective parties.

C. All labor, equipment, carts/cans, vehicles, tools, insurance, bonds, permits, administration, maintenance and facilities necessary for the provision of uninterrupted services for the District collection and disposal of garbage, single-stream recyclables and bulk waste during the Contract Term in accordance with the requirements of the terms, conditions, methods and procedures, such as set forth herein.

SP-2: GEOGRAPHICS

A. Collection will be on a Town-wide and Village-wide basis, with a Contract between the Town Board on behalf of the Town, Village and the Contractor.

B. The Contractor is responsible for familiarizing himself with the Town boundaries within which collections will be made.

SP-3: COLLECTION OPERATIONS

A. The Contractor shall collect unlimited recyclable materials from household units. There shall be no change in the contract price if the materials listed as recyclable materials by the County increases or decreases.

B. The Contractor shall provide each household unit the carts/cans required for the collection and disposal of garbage and single-stream recyclables. The carts/cans provided by the Contractor shall be of several differing sizes, to be selected by each household unit. Each household unit may request additional carts/cans as needed, at no additional charge.

C. The Contractor shall provide to the Town, Village and each household unit an annual written notice which indicates holiday schedules and service interruption dates.

D. The Contractor shall not be obligated to collect and/or dispose of, under the terms of this Contract, the following: motor vehicle batteries, yard wastes and fallen leaves. The Contractor shall be obligated to collect said items if the Town or occupant requests the Contractor to do so, and agrees to pay the terms, which rates and terms shall be in writing and distributed to the Town, Village and occupants so requesting and, which rates and terms shall be applied in a non-discriminatory fashion. The Town shall not be responsible for the payment or collection of charges by the Contractor for the collection of said items.

E. The Contractor shall provide for e-recycling drop-off for the collection and subsequent recycling of unwanted electronic items including computers, televisions and small-scale electronic equipment including, but not limited to, VCRs, DVD players, electronic or video game consoles. Items such as microwaves, household appliances (washers, dryers, refrigerators, freezers, ovens, dishwashers, etc.) shall not be included in acceptable e-recycling items. Such service shall be included in the bid price. The Contractor shall provide the Town, Village and residents or occupants written information with respect to drop-off locations and times.

F. There shall be no collection from unimproved parcels (i.e., vacant land). The Contractor shall not be obligated to collect any acceptable waste or recyclable materials: (i) from parcels having four or more household units; or (ii) generated by non-household uses. Neither shall the Contractor be obligated to collect acceptable waste from eligible households in quantities in excess of the limits established in these specifications. However, the Contractor shall be obligated to collect acceptable wastes in excess of the limits established in these specifications if the Town or the occupant of the household requests the Contractor to do so, and agrees to pay the Contractor in accordance with the Contractor's rates and terms, which rates and terms shall be in writing and distributed to the Town, Village and occupants so requesting and, which rates and terms shall be applied in a non-discriminatory fashion. The Town shall not be responsible for the payment or collection of charges by the Contractor for the collection of acceptable waste in quantities in excess of the established limits.

G. If the Contractor shall refuse to collect acceptable waste placed at curbside, the Contractor shall notify the resident or occupant of the refusal in writing, make a written report to the Town which includes the reason(s) for the refusal and the address of the property in question. The Contractor shall cooperate in the investigation and prosecution of violations at no extra charge. The Contractor is encouraged to use a pre-printed, three-part form, with a checklist to facilitate this reporting.

H. The Contractor shall exercise due care in handling refuse bags. Bags that split or break during the handling shall be collected, and the premises cleared of scattered material. Where trash cans/carts are emptied, the Contractor shall be responsible for the damage to the cans/carts through excessively rough or careless handling. If the cans/carts have lids, they shall be replaced after emptying. Generally, any litter or material that scatters on the premises or the street during the collection operation shall be swept up by the Contractor. The Contractor shall

not allow any materials to fall from vehicles during road transportation. The Contractor shall further protect and maintain traffic, minimizing interference with road traffic during operations.

I. Only acceptable waste and recyclable materials placed at curbside shall be collected. The Contractor shall not enter private driveways, alleys or backyard areas under this collection operation. Only public streets, private streets approved by the Town Highway Superintendent, or Town right-of-ways shall be used for vehicular travel.

J. All collection personnel shall maintain a courteous and respectful attitude towards the public. There shall be no soliciting or requesting of gratuities of any kind.

K. If the materials or items at any premises exceed in quantity the specified amount, or are not properly bundled or tied or are not in the conditions described, they shall not be collected. In this instance, the Contractor shall notify the resident or occupant in writing and keep a log of the date, address and nature of the problem. Notice in writing shall be given to the Town Board. If persistent problems continue with the same unit, the matter shall be referred to the Town Board. The Contractor shall cooperate in the investigation and prosecution of the matter without any further compensation.

L. The Contractor shall respond to complaints of residents or occupants, whether the complaints are received from the residents or occupants or referred to the Contractor by the Town. If the Contractor refuses to satisfy a complaint, the Contractor shall reply to the complainant in writing and explain the reason(s) for the refusal and a copy shall be forwarded to the Town.

M. The Contractor is required to keep a log of complaints and the nature of the response to the complainants.

SP-4: EQUIPMENT

A. The Contractor shall have a regular adequate number of enclosed packer vehicles for garbage collection services. Standby equipment shall be on hold in the event of a breakdown. If the packer vehicles used by the Contractor are not adequate for bulk collection, dump trucks covered with canvas shall be provided.

B. The Town shall approve the Contractor's equipment as to its capability and adequacy for the purpose of the Contract prior to the award of proposal. Regardless of the Town Board's approval, it is the Contractor's responsibility to provide additional equipment as required if the initial inventory proves to be inadequate for the work.

C. Recyclable materials shall be collected separately. If recyclable materials are collected in trucks which are not fully enclosed, care shall be taken that no materials fall on the road.

D. All packers and trucks shall be maintained in a clean and sanitary manner. Each shall have a clearly visible insignia designating the name and telephone number of the

contracting firm. Every vehicle shall also have a distinctive number painted on each side, not less than two inches in height and the area shall be kept clean so that the numbers are clearly visible to the public.

SP-5: COLLECTION HOURS

A. A Contractor is requested to submit alternative proposals providing for collection on the following frequency:

- (i) Once per week for household and municipal garbage, single-stream recyclables, and bulk waste;
- (ii) Twice per week for household and municipal garbage and bulk waste, and once per week for single-stream recyclables;
- (iii) Once per week for household and municipal garbage, single-stream recyclables, and scheduled pick by appointment for bulk waste;
- (iv) Twice per week for household and municipal garbage, once per week for single-stream recyclables, and scheduled pick by appointment for bulk waste;
- (v) Once per week for household and municipal garbage, single-stream recyclables, and semi-annual pickup for bulk waste (bulk pickup to be completed over a one-week period);
- (vi) Twice per week for household and municipal garbage, once per week for single-stream recyclables, and semi-annual pickup for bulk waste (bulk pickup to be completed over a one-week period);
- (vii) Once per week for household and municipal garbage, single-stream recyclables, and monthly pickup by pre-determined zone/area for bulk waste; or
- (viii) Twice per week for household and municipal garbage, once per week for single-stream recyclables, and monthly pickup by pre-determined zone/area for bulk waste.

The day or days for collection must be Monday through Friday. Saturday collection will be allowed if Friday is a regular collection day and, due to circumstances beyond the control of the Contractor, garbage cannot be picked up on Friday or, Friday is a holiday.

B. The Contractor shall make additional collections to pick up all bulk and refuse from residences that cannot be collected on regularly scheduled collection days. Tires will be removed from a central location at least once per calendar year. These pickups should be considered in the above bid alternatives.

C. At the Town Board's request, and where specific conditions warrant, the Contractor shall provide dumpsters of a suitable capacity, at specific locations designated by the Town for collection purposes. A maximum of fifteen dumpsters per calendar year shall be provided by the Contractor at no additional cost to the District for special events.

D. The Contractor shall notify the Town of its collection schedule, including holidays and service interruption dates, at least fifteen days prior to the beginning of the collection term. The Contractor shall: (i) publicize this schedule by placing an advertisement in the official newspaper of the Town (The Times Herald Record) at least five days before the beginning of the Contract Term and no more than ten days before the beginning of the Contract Term; and (ii) distribute, by mail or front-door delivery, the collection schedule to each residential and non-residential household unit at least five days before the beginning of the Contract Term and no more than ten days before the beginning of the Contract Term. Both the newspaper advertisement and the hand-delivered or mailed collection schedule shall identify the name and address of the Contractor and the telephone number to call in the event of a problem.

E. The collection schedule is not subject to change during the Contract Term without: (i) the consent of the Town Board; and (ii) providing notification to the residents as the Town Board may direct.

F. Pickup hours for collection operations shall be between 6:00 A.M. and 6:00 P.M.

G. If the regular collection date falls on a holiday, the Contractor shall provide for collection either on the day before or the day after the holiday. The Contractor shall notify the residents of the holiday collection schedule by newspaper advertisement and an annual front-door delivered or mailed collection schedule. Such advertisement shall be at least 3" x 4" and shall appear in the community section of the newspaper.

In the event of an additional interruption date not specifically planned for and included in the collection schedule, the Contractor shall: (i) publicize such date(s) for interruption in the newspaper of the Town at least two days prior to the regular collection date; and (ii) distribute by mail or front-door delivery such notice for the interruption at least two days prior to the regular collection date.

SP-6: COLLECTION ROUTES AND SCHEDULES

A. The Contractor shall prepare collection routes and schedules to be approved by the Town Board. A change in the approved route or schedule must be approved by the Town Board.

B. The Contractor is not obligated to collect on New Year's Day, Thanksgiving Day or Christmas Day. The Contractor shall schedule a substitute collection day for the route not collected on the holiday, which *shall not be* Sunday. The variance in schedule shall be advertised as described above.

SP-7: NOTICE TO THE PUBLIC

Prior to the commencement of the Contract, the Contractor shall, at its own cost, advertise all collection schedules. Advertisement shall be by an ad in the Community Section of the official newspaper of the Town (The Times Herald Record) and by distribution by mail or front-door delivery to residents of all household and non-household units. The Contractor shall

advertise the collection day for each geographical area with a verbal description of the perimeter boundaries. The newspaper advertisement shall be a minimum of 3” x 4”, with heavy print stating, **“TOWN OF CHESTER: NOTICE TO THE PUBLIC REGARDING GARBAGE COLLECTION SCHEDULE.”** The advertisement shall also include the full business and telephone contact information of the Contractor and the hours of collection, with direction that residents are to put out garbage the evening prior to the collection day.

SP-8: HAUL DESTINATION

A. Acceptable waste collected under this system, other than recyclable materials shall be hauled to a DEC approved landfill, or to an incinerator approved by the DEC, or the Orange County Transfer Station, or any out-of-state facility approved by the appropriate state agency in which the facility is located as may be subsequently designated or approved. Tipping fees and all other fees for materials delivered to this site are the responsibility of the Contractor.

B. Recyclable materials collected under this system shall be hauled to the site designated by Orange County. Disposal fees and all other fees shall be the responsibility of the Contractor. It is the responsibility of the Contractor to inform himself as to the conditions regarding times, methods and procedures of material delivery at the various haul destinations for recyclable materials. The Contractor accepts all responsibility and costs for the same, and shall complete delivery under conditions as they prevail or change without extra cost to the Town.

C. In the event known or anticipated circumstances change and any material the Contractor is obligated to collect cannot be delivered to the destination points indicated, the Contractor shall haul to a newly appointed destination or destinations. There shall be no additional cost claimed by the Contractor for changes in delivery points directed in the manner stated.

D. The Contractor shall transport all materials so as to prevent odors or droppings of any matter upon streets, private property or public places. The Contractor shall load all material directly onto the truck; leave all places clean after collecting and load; and shall be responsible for all spillage while collecting, loading or transporting the same.

SP-9: CONTRACTOR’S OFFICE

The Contractor shall maintain an office that is open on a daily basis during normal business hours. The office shall be equipped with telephones (toll-free) manned by a person who has the authority to handle complaints from the public.

SP-10: WAGE RATES

A. Workers on the project shall be paid wages equal to or exceeding the New York State prevailing wages in effect at the time of the Contract. If the rates change during the course of the Contract, each worker so employed shall be paid and provided an amount not less than the new rate from the date of the change.

B. The Contractor may be required to provide certified payrolls verifying that all wages are in compliance with the standards set forth herein.

SP-11: LABOR LAWS

The Contractor shall comply with all provisions of the New York State Labor Law, the New York State Workers' Compensation Law and all other laws, ordinances and orders, Federal, State or local, that regulate labor

SP-12: EXCLUSIONS FROM CONTRACT

A. The Contractor shall refer to the New York State Department of Environmental Compilation of Codes, Rules and Regulations, Title No. 6, NYCRR Part 360, for exclusions of materials from the collection system.

B. The Contractor shall also follow all Orange County Rules and Regulations.

SP-13: FEES

The Contractor shall be responsible for all fees and expenses with regard to the acceptable waste and recyclable material collection and disposal, including, but not limited to, tipping fees.

SP-14: EFFECT OF CHANGE IN NUMBER OF UNITS ON CONTRACT PRICE

A. Whether a residential or non-residential property is vacant or occupied has no effect on the Contract price.

B. The Contractor shall be obligated to collect garbage from newly constructed units only after the property is issued a Certificate of Occupancy by the Town.

SP-15: COLLECTION FROM OUTSIDE OF THE TOWN

The Contractor shall not dispose of garbage which the Contractor suspects is generated from outside of the Town. The Contractor shall collect the garbage and keep it separate from the other garbage which is to be disposed of at the appropriate place. The Contractor is to deliver the suspect garbage to the Contractor's place of business and keep it separate from other garbage. The Contractor is to immediately notify the Town Highway Superintendent of the circumstances. If the Town fails to pick-up the garbage in question within five days, the Contractor may dispose of it. The Contractor shall cooperate with the Town in the investigation and prosecution of violations without any additional costs.

SP-16: DISPUTES

In the case of a dispute, the Contractor shall continue to work until the dispute is resolved, or in the event that the dispute cannot be resolved, until the matter shall have been finally adjudicated by a Court.

SP-17: DEFAULT

In the event of the failure of the Contractor to carry out the terms of the Contract with the Town, the Town Board reserves the right to withhold compensation that might then be due or become due until such time as the Contractor fulfills its contractual obligations. If the Town Board determines that the Contractor is in default, after forty-eight hours written notice to the Contractor has been provided, the issue of the letter of credit and the issuer of the performance bond by certified mail, fax, overnight service or personally, the Town Board may immediately contract or otherwise provide for the collection, haul and disposal, with the cost thereof, together with any other expenses or damages to be paid by the Contractor or deducted from the outstanding balances owed to the Contractor by the Town, and if there are no funds available, from the letter of credit.

SP-18: LIQUIDATED DAMAGES

A. In the event of the repeated neglect or failure of the Contractor to remove the garbage or trash from any of the premises in the District on the day when collections should be made and where the same shall have been properly placed for removal prior to the Contractor passing the residence; or any other violation of these specifications, the Contractor shall pay to the Town the sum of \$250.00 for each failure to comply with the requirements of these specifications if the Town Board shall so elect.

It shall be deemed a violation of the Contract if the Contractor shall permit any of its drivers or other employees to collect or remove garbage in any way other than as provided for herein, or according to any rules hereafter adopted by the Town Board to permit the deposit of any such materials upon property within the limits of the Town, otherwise than as herein specified.

B. If the Contractor fails to perform the work in accordance with these specifications, or if it performs the work in an unsatisfactory manner, after having been notified in writing of said unsatisfactory work by the Town Board, the Town Board may declare the Contractor to be in default of the Contract and may proceed to either perform the work required under the Contract at the Town's own expense, charging the cost thereof against the outstanding monthly payments owed to said Contractor, or may contract with another contractor of the performance of the work contracted to be done by the Contractor under the Contract or the work contracted to be done by the Contractor, charging the costs and expense thereof in like manner. In addition to the aforesaid, the Contractor shall remain liable for any and all costs incurred by the Town in having the work performed which was the responsibility of the Contractor and the costs shall be recoverable from the monies withheld by the Town from monthly payments.

C. Any determination made by the Town Board pursuant to Paragraphs A and B of this section may be appealed to the Town Board within thirty days of the ailing of the same determination to the Contractor. In addition, prior to any action by the Town Board pursuant to Paragraph B of this section, the Contractor shall have the opportunity to have a hearing before the Town Board.

D. It is understood and agreed that any required payment of liquidated damages to be made pursuant to Paragraphs A and B of this section shall not be deemed a waiver of the Town's right to terminate the Contract as provided for in Paragraph C, above. Payment of said required liquidated damages, however, shall be deemed evidence to be considered by the Town Board in arriving at a determination that the Contractor is in default.

E. The Contractor further agrees that, in the event of default in the performance of the work required hereunder, to reimburse the Town all costs, expenses and damages the Town may incur in completing the work in accordance with the Contract.

F. It is further understood and agreed that if the Contractor is declared by the Town Board to have defaulted in the execution of the Contract, the Contractor shall pay to the Town, in addition to the other costs stated herein, \$1,000.00 per collection day for each day that the Contractor is in default, as liquidated damages.

G. It is further understood and agreed that if the Contractor be declared insolvent or bankrupt at any time during the performance of the Contract, either by virtue of any State or Federal laws, then such adjudication shall in no way terminate the liability of the Contractor under this Contract insofar as the liability of the financial institution under its letter of credit is concerned and the retainage held by the Town; the said financial institution shall continue to be liable to the Town under the letter of credit furnished as though said Contractor had not been so adjudicated or insolvent or bankrupt and such adjudication of insolvency or bankruptcy may be construed by the Town as a default by the Contractor.

H. The Contractor shall deliver to the Town, at the time of the execution of the Contract, a corporate surety bond or letter of credit written by an acceptable bank as security for the performance of the Contract. Said bond or letter of credit must be in an amount equal to one-half of the total Contract amount to guarantee the faithful performance of the Contract.

I. In the event of an uncured or incurable default by the Contractor, the Town may cancel the Contract as provided for herein and rely on the surety or posted letter of credit to draw upon the costs and expenses arising out of the default by the Contractor, which shall in no way however constitute an election of remedies. The Town shall be authorized to pursue any remedy for breach of this Contract and shall be entitled to an award of such actual and consequential damages as it may occur.

SP-19: PERFORMANCE BOND

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of New York. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond. In case of extension or renewal of this Contract, the Contractor shall furnish a Performance Bond or Letter of Credit in the same amount and under the same terms as for the initial Performance Bond or Letter of Credit. The original surety, however, is in no way obligated to extend or renew the bond. This Contract shall be subject to termination by the Town at any time if said Performance Bond or Letter of Credit shall be cancelled or the surety thereon relieved from liability for any reason.

SP-20: PAYMENT

A. Payment will be made to the Contractor on a monthly basis, based on the bid price and payable not later than the fifteenth day of each month for the preceding month's work, upon the approval of a voucher submitted on the first day of the month for which payment is sought.

B. Payment for New Services. The Town Board agrees to pay the Contractor for pick-ups to residences issued new Certificates of Occupancy during the duration of this Contract for each additional new residence erected during the duration of the Contract and served by the Contractor. The additional compensation shall commence of the first day of the month after notification by the Contractor to the Town Board that a Certificate of Occupancy has been issued, the building has been occupied and is being serviced by the Contractor. The payment shall be made together with other payments to the Contractor.

APPENDIX A

APPENDIX B

USER CLASS NUMBERS

RESIDENTIAL

ASSESSOR'S ESTIMATES

HOUSEHOLD UNITS

ONE FAMILY STRUCTURES _____ X 1 =

TWO FAMILY STRUCTURES _____ X 2 =

THREE FAMILY STRUCTURES _____ X 3 =

TOTAL: _____