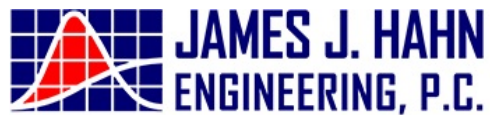


PROPOSAL
CONTRACT DOCUMENTS
SPECIFICATIONS
FOR
WASTEWATER TREATMENT PLANT
SLUDGE REMOVAL 2023

Village of Cold Spring
Putnam County
New York

Prepared By:



Putnam Business Park
1689 Route 22
Brewster, New York 10509

July 2023

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
NOTICE TO BIDDERS	A-1
SECTION B - BID PROPOSAL	B-1 - B-2
SECTION C - INFORMATION FOR BIDDERS	C-1 - C-7
SECTION D - DETAIL CONDITIONS	D-1 - D-5
SECTION E - AGREEMENT	E-1 - E-4

SECTION A

NOTICE TO BIDDERS

Sealed proposals for performing the work herein described will be received by the Board of Trustees of the Village of Cold Spring, New York at the office of the Village Clerk in the Municipal Building, 85 Main Street, Cold Spring, New York until 2:00 P.M. local time on August 10, 2023, at which time such bids will be publicly opened and read.

The work to be done under this contract, identified as Wastewater Treatment Plant Sludge Removal, comprises the removal, transportation and disposal of approximately 350,000 gallons of sludge from the Holding Tank of the Village Sewage Treatment Plant and annual cleaning of 3 sewage pump station wet wells.

Specifications and Contract Documents may be obtained at the above office of the Village Clerk or from the Village website at www.coldspringny.gov on or after July 21, 2023 at 2:00 P.M. If the Village website is used to obtain documents, the Village Clerk must be notified at (845) 265-3611, or vcsclerk@coldspringny.gov, and provided with contact information.

Bids shall be made on the Proposal Forms furnished with the Specifications, and must be accompanied by a Consent of Surety and by a certified or cashier's check, drawn on a solvent bank, in the sum of not less than 5% of the total amount of the bid. Checks shall be made payable to the Village of Cold Spring, New York, and are to be held by the Village as a guaranty for the proper execution and delivery of the contract and bond to secure the faithful performance thereof. In default of such execution and delivery of contract and bond the amount of the deposit represented by the check shall be forfeited to and retained by the Village of Cold Spring as liquidated damages.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village of Cold Spring, 85 Main Street, Cold Spring, New York 10516, and endorsed "Proposal for Wastewater Treatment Plant Sludge Removal 2023".

The Village of Cold Spring reserves the right to reject any and all bids, to waive any informality in any bid, and to award the contract to other than the lowest bidder if deemed in the best interest of the Village to do so.

Dated: July 18, 2023

By Order of the Village Board

Kathleen E. Foley
Village Mayor

SECTION B
BID PROPOSAL

Proposal by _____

Address _____

State whether bidder is individual, partnership or corporation

If partnership or corporation, give names of all partners or officers

The undersigned as bidder, declares that s/he has carefully examined the annexed form of Contract, the Specifications, and the Information for Bidders, and that s/he proposes and agrees that, if this proposal is accepted, s/he will contract with the Village, in the form of contract attached hereto, to furnish all the materials and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Operator and the Engineer as therein set forth, and that s/he will accept in full payment therefore the following price or prices:

Item No.	Quantity (Unit)	(Unit)	Description	Unit Price (price per 1,000 gallons)	Total Price
1	350	1,000 gallons	Removal and disposal of sewage plant sludge to a licensed disposal facility outside the Village.	\$	\$

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

- a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- d) The Village may elect, if agreed to by the Contractor, to extend the prices and quantity for one (1) additional year. If an extension is approved, it is expected that there shall be no increase in quantities.

The undersigned agrees that, if this proposal is accepted, s/he will execute and deliver a contract in the form prescribed, and will furnish performance and payment bond as required therein within ten (10) days from the date of contract award.

The undersigned further agrees to commence work within three (3) days from the date of notification, in writing, to proceed, and that work will be continued without interruption and will all possible energy and dispatch, giving preference to such portions of the work as the Engineer or Operator may indicate, so as to comply with the terms of the Contract and to complete the work within five (5) consecutive working days thereafter.

A certified check or cashier's check in the amount of not less than 5% of the total amount of the bid, together with a duly executed Consent of Surety, accompanies this proposal.

Dated _____, 2023 _____

Attest _____, 2023 _____

Notary Public

Signature and Business Address

SECTION C

INFORMATION FOR BIDDERS CHARACTER AND LOCATION OF WORK

The Village of Cold Spring, Putnam County, New York, hereinafter designated as the Owner, proposes to have sewage sludge removed from a sludge holding tank, and to have rags, grease, and sludge blanket removed from the clarifier at the Village Wastewater Treatment Plant on Fair Street in Cold Spring. In addition, the Contractor shall remove sewage from three (3) sewage pump stations throughout the Village as directed by the Wastewater Treatment Plant Operator.

The work included in this contract comprises the removal of approximately 350,000 gallons of sludge from the Holding Tank and pump stations by pumping into suitable tank trucks, transporting and discharging same into the legal disposal facility.

Bidders shall furnish all labor, material, supplies and equipment to complete the work as hereinafter described or as directed.

BIDS RECEIVED

Bids shall be made on the Proposal Form attached hereto. Proposal, Consent of Surety, and Bid Security shall be delivered to the Village Clerk at the Municipal Building, 85 Main Street, Cold Spring, New York as noticed in the Notice to Bidders of this proposal.

BIDDERS QUALIFICATIONS

Each bidder shall be skilled and regularly engaged in the class of work described in the specifications. No bids will be considered from bidders who are unable to show that they have actually performed work substantial in extent and similar in character to that on which they are bidding. An experience and financial statement must accompany each bid.

BIDDERS TO DETERMINE CONDITIONS AT SITE OF WORK

It is expected that bidders will make a personal inspection of the site and take measurements to obtain the necessary information as to the location, foundation material, space requirements, etc., to enable them to make up their bids intelligently and to advantage. No allowance will be made for any claim that bids were made on incomplete information as to the nature and character of the site involved. Should the bidder like to visit the site, they shall contact the plant operator, Matt Kroog at (845) 265-9293.

It is expressly understood that the Owner does not guarantee the accuracy of any data given or shown on the plans regarding the location, character or extent of existing surface or subsurface conditions.

Should any question arise as to meaning, intent, or interpretation of the plans or Contract Documents, or regarding any aspect of the work, bidders shall direct such questions, in writing, to the Engineer. The Engineer shall reply promptly to all such question, directing their reply in writing, to all prospective bidders or others who have secured bidding documents.

PROSECUTION AND COMPLETION OF WORK

The bidder to whom the contract is awarded will be required to start work within three (3) days after signing the contract, to prosecute the work expeditiously, and to satisfactorily complete the contract within the time limit shown in the contract.

WITHDRAWAL OF BIDS

No bid will be allowed to be withdrawn for any reason whatever, after it has been deposited with the Owner, until after a period of sixty (60) days.

COMPLIANCE WITH LAWS, PERMITS, ETC.

The successful bidder will be required to keep informed and to comply with all Federal, State and Local Laws or Ordinances as may apply to the execution of the work.

Such bidder shall obtain and pay for all necessary permits from the municipality or other public authorities, and shall give all notices required by law.

CONSENT OF SURETY

Each proposal must be accompanied by a Consent of Surety by a surety company licensed to conduct business in New York State, agreeing to furnish the required contract bond upon award of the contract.

BID SECURITY

Each proposal shall be accompanied by a certified or cashier's check drawn on a solvent bank in the amount of not less than 5% of the total amount of the bid. Check shall be made payable to the Village of Cold Spring, New York, and will be held by it as a guaranty that, in the event the bid is accepted and a contract awarded to the bidder, the contract will be duly executed and its performance secured by the performance bond.

All deposits, except those of the three lowest responsible bidders, will be returned within three (3) days after the receipt of bids. Deposits made by the three lowest bidders may be retained until this

contract has been executed. The deposit made by the successful bidder to whom this contract is awarded, will be returned upon execution and delivery of the contract and bond.

INSURANCE

The successful bidder shall take out and maintain in effect during the life of the contract, Workmen's Compensation Insurance, Public Liability, and Owner's and Contractor's Protective Insurance and Automobile Insurance, in the following amounts:

Workmen's Compensation:	Unlimited
Public Liability	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000
Owner's & Contractor's Protective:	
Liability	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000
Automobile (Each Vehicle):	
Public Liability	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000/\$2,000,000

In the event the Contractor sublets any portion of the work, s/he shall require that all employees of the Subcontractor are properly covered by Workmen's Compensation Insurance. Certificate evidencing same shall be filed with the Owner.

Prior to the execution of this contract, the Contractor shall file with the Owner, one copy of all certificates of insurance together with the original Contractor's Protective Liability and Property Damage policy, naming the Village of Cold Spring as the assured and indemnifying it against all public liability and property damage claims arising from this work.

Policies are to be approved by the Village Attorney, and shall be drawn for a period of not less than one year. They shall be endorsed to the effect that the issuing company will give at least ten (10) days notice by registered mail of any cancellation or change in such policies.

Endorsements or special policies covering the following special hazards shall be required:

- (a) blasting and explosion;
- (b) collapse of or structural damage to any structure due to excavation, pumping, shoring, or demolition or removal or rebuilding of any structural support thereof;
- (c) all vehicles and equipment;
- (d) the term "caused by accident" shall be broadened by inclusion of the term "occurrence."

Property Damage Insurance shall include the legal liability of the Contractor for loss or damage to property of the Owner.

Insurance payable under these policies shall be applied by the company first to the protection of the Owner, and the remainder to the other named assured. Should claims in excess of the policy amounts be filed by reason of any operations under this contract, the amount of excess of such

claims, or any portion thereof, may be withheld from any payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as the Owner may determine.

RISKS AND INDEMNIFICATION ASSUMED BY CONTRACTOR

The successful bidder shall be the insurer of the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the successful bidder, of the Owner, of the Engineers, or of third persons or from acts of God or the Public Enemy or otherwise, excepting only risks which result solely from affirmative, willful acts of the Owner, subsequent to the submission of the proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.
2. The risk of injuries or damages, direct or consequential, to the Owner, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, agents, and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the Owner, its officers, agents and employees, arising or alleged out of the performance of the work, as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Owner or any of its employees or agents. The Contractor shall indemnify the Owner, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in defense, settlement or satisfaction thereof.

Neither the acceptance of the completed work nor payment therefore shall release the Contractor from their obligation under this Section. Provided, however, that the risks and indemnifications assumed by the Contractor shall not inure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with the Contract.

COMPLIANCE WITH THE IRAN DIVESTMENT ACT

By submitting a completed proposal, each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the

“Prohibited Entities List”).

During the term of any contract awarded pursuant to this bid, should the Village receive information that a bidder/proposer is in violation of the above-referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

COMPLIANCE WITH NYS SEXUAL HARASSMENT PREVENTION LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

START OF WORK

Work shall be commenced within the number of calendar days designated in the proposal from the date of notice from the Owner to commence work. Any work performed prior to the date of said notice to commence work will be at the Contractor’s sole instance and expense. The time for the completion shall be that fixed by the Proposal.

SUBCONTRACTING

The Owner reserves the right to withhold approval of subcontracts the sum total of which exceeds fifty (50%) percent of this contract, and to require the Contractor to perform directly with their own employees not less than fifty (50%) percent of the total value of the contracts held by them, such percentage to be calculated on the basis of the contract price stipulated in the proposal.

The Contractor before making any subcontracts for any portion of the work shall request approval in writing to the Owner stating the name and address of the proposed Subcontractor and the nature and extent of the work. No subcontract shall be awarded until the approval of the Owner is secured.

CONTRACT BOND

The successful bidder will be required to furnish a bond for the faithful performance of the contract in the sum not less than one hundred percent of the total price bid for the completed work. Said bond shall be on the form provided for herein and shall be executed by an approved surety company, to the satisfaction of the Attorney.

Agents of the bonding companies which write bonds for the performance of the contract shall furnish power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished, and evidencing also the right of the surety company to do business in the state in which project is located. A copy of this proof shall be attached to each copy of this contract.

The bond shall be purchased through a surety company having a local agent upon whom service of process can be made.

If, at any time after execution and approval of this contract and the performance bond required by the contract documents, the Owner shall deem any of the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond shall cease to be adequate security for the Owner, the Contractor shall, within five days after notice so to do, furnish a new or additional bond, in form, sum, and signed by sureties as shall be satisfactory to the Owner. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional bond shall be furnished and approved. The premium on such bonds shall be paid by the Contractor.

MANUFACTURED ARTICLES

In the contract documents certain equipment and materials deemed most suitable for the service anticipated have been specified. This is not done, however, to eliminate others equally as good and efficient. The Contractor shall prepare their bid on the basis of the particular equipment and materials specified. The awarding of the contract will constitute a contractual obligation on the part of the Contractor to furnish the specified equipment and materials. After award of contract, should the Contractor desire to use other equipment or materials there shall be submitted to the Engineer a written request for such substitution stating the advantage to the Owner and the saving or additional cost involved.

To receive consideration, requests for such substitution must be submitted within a reasonable time and accompanied by documentary proof of the actual difference in cost to the Contractor in the form of certified copies of quotations to the Contractor covering such equipment or materials proposed for substitution or other proof satisfactory to the Engineer. It is the intention that the Owner shall receive the full benefit of the saving in cost involved, in any substitution, as a reduction in the contract price. In all cases the burden of proof that the equipment offered for substitution is equal in construction and efficiency to that named in the specification shall rest on the Contractor; and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

DISQUALIFICATION FROM PUBLIC CONTRACTS OF PERSONS WHO REFUSE TO WAIVE IMMUNITY WHEN CALLED TO TESTIFY BEFORE A GRAND JURY

It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership, or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership or corporation of which s/he is a member, partner, director, or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State, Putnam County, or any public department or official thereof, and the Village, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and
- (b) Any and all contracts made with the State, the Village of Cold Spring, or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which s/he is a member, partner, director or officer, may be canceled or terminated by the State, or by the Village of Cold Spring, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract prior to the cancellation or termination shall be paid.

SECTION D

DETAIL CONDITIONS

GENERAL CONDITIONS AND SPECIAL CONDITIONS

All applicable provisions of the General Conditions and of the Special Conditions of the Specifications of the Standard Village of Cold Spring Construction Contract shall apply to this Contract. Such Standard Specifications are on file at the office of the Village Clerk for inspection by the Bidder, if desired.

WORK

The work to be done comprises the removal and disposal of approximately 350,000 gallons of sewage sludge stored in the Holding Tank at the Wastewater Treatment Plant on Fair Street in the Village of Cold Spring, New York and as needed or requested from three (3) sewage pump stations located throughout the Village.

The Cold Spring Wastewater Treatment Plant produces approximately 350,000 gallons of sludge during a year's period. The existing sludge holding tank has a volume that can hold 35,000 gallons of sludge. Currently, sludge is removed from the sludge holding tank 3 to 4 times a month using an 8,000-gallon truck. The sludge removal work shall be performed during the normal working hours of the wastewater treatment plant. The hours of the wastewater treatment plant are between 7:00 a.m. and 3:30 p.m. Monday to Friday. The Contractor shall coordinate the work with the plant operator so that trucks are loaded and completed by 3:00 p.m., so as to not prohibit the normal closing of the plant.

The Water & Sewer Superintendent will designate from time to time the sewage pump station wet wells require pumping and skimming that accumulate at the west end of both clarifiers be removed. The wet wells shall be cleaned a minimum of one (1) time per year. The Village's three (3) pump stations are: Kemble Avenue, Market Street, and West Street.

Only vacuum trucks shall be used for the emptying of the Wastewater Treatment Plant sludge holding tank and sewer pump stations.

Work is to be done in accordance with the Specifications set forth hereinafter, and under the supervision of and as directed by the plant operator.

All work shall be in compliance with all OSHA regulations and Federal, State and local laws.

BIDDERS QUALIFICATIONS

Bidders shall submit with their bids, in addition to proof of financial and experience competence, a statement of the equipment available for performance of the work.

Bidders shall be registered with the Putnam County Department of Health, and the New York State Department of Health. The successful Bidder will be required to obtain and pay for any necessary permits for the work, including, but necessarily limited to, a permit for transporters of solid waste from the Putnam County Department of Health. Permits shall be displayed in accordance with the applicable regulations.

MINIMUM WAGE RATES

As established by the Industrial Commissioner of the State of New York, in accordance with Sections 220, Subdivision 3 and 220-D of the Labor Law, the minimum rates so established are to be paid.

SPECIFICATIONS

Liquid sludge from the Wastewater Treatment Plant is pumped into the plant's sludge holding tank which is located west of the control building; approximately 175 feet west of Fair St. The holding tank is a rectangular concrete structure with approximate inside dimensions of 25 feet by 15 feet and a depth of 12.5 feet. It has a capacity of approximately 35,000 gallons. A draw pipe with a female quick connect cam fitting for a 4" suction hole is located at the southeast corner of the tank.

The sludge is to be pumped from the tank, through the aforementioned draw pipe using suitable hoses or other conduits and pumps, into the tank trucks to be used for transport. Tank trucks shall be equipped with suitable fittings and equipment acceptable to the public authorities of jurisdiction to prevent spillage and leakage of the sludge. Trucks shall only be of the vacuum truck type.

BID ITEM 1

REMOVAL AND DISPOSAL OF SLUDGE TO A LEGAL DISPOSAL FACILITY

The Contractor shall supply tank trucks which will transport the liquid sludge to and discharge at the legally acceptable sludge disposal site. The Contractor will pay all costs associated with sludge disposal, removal, transport, and any other costs that includes the removal and disposal of sewage sludge from the Village of Cold Spring sludge holding tank. The Contractor shall provide tickets from a disposal facility outside the Village which includes the total number of gallons received as shown on the ticket. Tickets shall be submitted on a monthly basis to the Water & Sewer Superintendent.

Extreme care must be used at all times to prevent leakage or spillage of sludge. The Contractor shall be responsible, at no additional cost to the Owner, for the clean-up and remediation of any leaks or spills occurring as a result of the Contractor's operations.

Contractor shall obtain and pay for all necessary permits and pay all fees required including all

costs associated with the legal disposal of sludge.

Payment will be made for the number of gallons of sludge removed computed to the nearest 10 gallons, as certified by the Water & Sewer Superintendent.

The Wastewater Treatment Plant personnel shall have access to view transport truck tanks prior to and after pumping of sludge operations.

The disposal of Village sludge must be pursuant to all New York State Department of Health and New York State Department of Environmental Conservation requirements, regulations and any special conditions pursuant thereto.

TERMINATION CLAUSE

The Contractor shall make reasonable efforts to maintain sludge tank levels at 50% of capacity to allow for normal wasting of sludge.

Should the sludge tank reach 75% of capacity, the Village will contact the Contractor to remove the excess sludge. The Contractor shall remove 25% of the sludge within 72 hours. Should excess capacity be reached 3 times during the contract period, the Village may exercise the right to terminate this contract. Excess sludge will be considered any amount over 50% of the volume of the sludge storage tank as determined by the Water & Sewer Superintendent.

Should the sludge tank reach 100% capacity, the Contractor will be responsible to begin emptying the sludge holding tank within three (3) normal working days of notification by the plant operator and must be able to complete emptying the Holding Tank by the end of the third working day. Failure to complete this work in this time period for any reason shall constitute liquidated damages in the amount provided in the proposed agreement under Article II, Paragraph C, and/or possible termination.

For its own convenience, the Owner may at any time prior to contract signing void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Owner will not be liable to the Contractor for any claims or losses, including anticipated loss of profit and moneys expended in anticipation of performance under the Contract.

At any time subsequent to the contract signing, the Owner may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Owner, the Owner shall be responsible to the Contractor for the following moneys only, which moneys shall be subject to legitimate charges of the Owner against the Contractor:

1. All reasonable cost incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or resale of materials ordered; and

2. On Lump Sum projects, a markup of 10% for profit and 10% for overhead on the reasonable cost of the work that is completed and in place in accordance with the Contract Drawings and Specifications will be allowed. On unit price Contracts, allowances for profit and overhead shall be considered to have been included in each of the Contractor's original unit price Bid. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this Contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason, the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Owner may give notice in writing to the Contractor and their Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

1. Failure to begin the work under the Contract within the time specified.
2. Failure to perform the work with sufficient workmen, equipment or materials to ensure the prompt completion of said work.
3. Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
4. Neglecting or refusing to remove material rejected as defective and unsuitable.
5. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer or Operator.
6. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
7. Becoming insolvent or declared bankrupt or commits any act of bankruptcy or insolvency.
8. Allowing a final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
9. Making any assignment for the benefit of creditors.
10. Violating any covenants contained in the Contract Documents.
11. Failure to eliminate unsafe conditions within 12 hours.
12. Failure to discharge sludge to a facility outside of the Village.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all

practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract, shall be deducted from any moneys due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

AGREEMENT

THIS AGREEMENT, made on the ____ day of _____, 20__, by and between the Village of Cold Spring, Putnam County, New York, party of the first part, hereinafter called the “Owner”, and _____ part, herein after the second part, hereinafter called the “Contractor”.

It is understood that the “Operator” shall be the Village’s qualified employee responsible for the operations of the Wastewater Treatment Plant, also refer to as the Water & Sewer Superintendent.

It is understood that the “Engineer” representing the Owner shall be James J. Hahn Engineering, P.C., Village Consulting Engineer, Putnam Business Park, 1689 Route 22, Brewster, New York 10509.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter names, agree as follows:

ARTICLE I - SCOPE OF THE WORK

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work described in the Specifications for the project entitled “Wastewater Plant Sludge Removal in the Village of Cold Spring, Putnam County, New York”, all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement.

- (a) Specifications prepared by James J. Hahn Engineering, P.C., Village Consulting Engineer, consisting of one (1) volume entitled “Proposal, Contract Documents, and Specifications for Wastewater Plant Sludge Removal 2023, Village of Cold Spring, Putnam County, New York”.
- (b) Contractor’s accepted bid proposal, dated _____.

ARTICLE II - TIME OF COMPLETION

- (a) The work to be completed under this Contract shall be commenced within three (3) days after the date of the Contract and will continue for the duration of a year.
- (b) The work of emptying a full sludge holding tank shall be completed within three (3) working days of notification.
- (c) Failure to complete the work within the number of calendar days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the Owner

to deduct from the monies due to the Contract as “Liquidated Damages” an amount equal to \$500.00 for each calendar day (Sunday and legal holidays excepted) of delay in the completion of the work. The contractor is also subject to possible termination as indicated in Section D of the bid documents.

ARTICLE III - THE CONTRACT SUM

- (a) The Owner shall pay to the Contractor for the performance of the Contract the amounts determined for the total quantity of each of the units of work completed at the unit prices states in the Proposal sheet of the Specifications which is made a part hereof. The quantity of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract. The Contractor shall dispose of the sludge as directed by the Operator to a legal facility. The approximate Contract amount based upon the estimated quantities set forth in Bid Item 1 in the Proposal Sheet.
- (b) Extra work not included in Article I but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units may be done at mutually agreed upon unit prices, or on a lump sum basis, or under the provisions of Article V “Force Account Work”.

ARTICLE IV - PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as follows:

- (a) On not later than the fifth day of every month the Contractor shall present to the Owner an invoice covering the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the Operator. No payment will be made without supporting documentation. Tickets for sludge hauling, as described in Bid Item 1, shall be considered supporting documentation and shall be submitted monthly.
- (b) On or about the 15th of the month, the Owner shall, after deducting previous payments made, pay to the Contractor the amount of the invoice as approved by the Operator. Payments for work, under Subcontracts of the General Contractor, shall be subject to the above conditions applying to the general Contract.
- (c) Final payment of all monies due on the Contract completed and accepted work shall be made within thirty (30) days after the expiration of this Contract.

ARTICLE V - FORCE ACCOUNT WORK

If the Operator or Engineer orders, in writing, the performance of any work not covered by the plans or included in the specifications, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (a) The Contractor shall be reimbursed for all costs incurred in doing the work, and shall receive, as their fee, an additional payment of 15% of all such costs to cover their indirect overhead costs and profit.
- (b) The term "Cost" shall cover all payroll charges for men employed and supervision required under the specific Order, together with all Workmen's Compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment as agreed upon rates, together with cost of fuel and supply charges on same, and any other costs incurred by the Contractor as a direct result of executing the Order, if approved by the Owner.
- (c) The cost of the work done on each day shall be submitted to the Operator in a satisfactory form on the succeeding day, and shall be approved by him or adjusted at once.
- (d) Monthly payments of all charges for Force Account Work in any one month shall be made in full on or before the 15th of the succeeding month. Those payments shall include the full amount of fee earned on the cost of the work done.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

**Village of Cold Spring
85 Main Street
Cold Spring, NY 10516**

Affix Seal

By: _____
Kathleen E. Foley
Village Mayor

STATE OF NEW YORK)
) SS:
COUNTY OF PUTNAM)

On the _____ day of _____, 20___, before me personally came Kathleen E. Foley to me known, who being by me duly sworn, did depose and say that she resides at _____, Cold Spring, New York; that she is the Mayor of the Village of Cold Spring, the municipality described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said Municipality; and that she signed her name thereto by like order.

NOTARY PUBLIC

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

(CONTRACTOR)

_____)
 Affix Seal

By: _____

Print Name: _____

Title: _____

STATE OF _____)
 COUNTY OF _____)

SS:

On the _____ day of _____, 20____, before me personally came _____ to be known, who, being by me duly sworn, did depose and say that s/he resides at _____; that s/he is the _____ of _____ the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that s/he signed his/her name thereto by like order.

 NOTARY PUBLIC