

BID PROPOSAL

Thompson Sanitation (Bidder), a (corporation, partnership, sole proprietorship) organized under the laws of the State of NY, having examined the Bid Specifications and other documents, in compliance with the Town of Mamakating invitation for bid on Wurtsboro Hills Garbage District Garbage Collection Contract, hereby proposes to furnish the services specified at the prices set forth. Bidders must submit prices for all years.

Year 1 (January 1, 2025, to December 31, 2025):

one hundred eighty nine thousand dollars / \$ 189,000.00
(words) (figures)

Year 2:

one hundred eighty nine thousand dollars / \$ 189,000.00
(words) (figures)

Year 3:

one hundred eighty nine thousand dollars / \$ 189,000.00
(words) (figures)

The contract may be awarded by the Town based upon the total bid or portion thereof as determined to be in the best interests of the Town. The bid will remain open 45 days. Acceptance of this bid by the Town constitutes a contract. Bidder agrees that this bid is made in accordance with the Town specifications and documents.

Bidder acknowledges receipt of the following addenda:

Respectfully submitted,

Bidder: [Signature]

By: Paul Walsh

Accepted by resolution dated: _____

CORPORATE
SEAL

Karen L. Barclay, Town Clerk

**INFORMATION FOR BIDDERS
REQUIREMENTS OF BID AND DELIVERY**

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

1. Receipt and Opening of Bid.

The TOWN OF MAMAKATING invites bids for the "Bid Item" specified in the "Notice to Bidders" as detailed in the specifications attached hereto. Bids will be received at the office of the Clerk until the time stated in the Notice to Bidders, and then at said place will be publicly opened and read aloud. Bids received after the specified time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

2. Preparation of Bid.

a. **Sealed envelope.** Each bid shall be submitted in a sealed envelope. The envelope shall have the following information on the outside:

(1). Bid for: Wurtsboro Hills Garbage Collection Contract
Town of Mamakating

(2). The name and address of the bidder. Bids which are forwarded by mail must be enclosed in another envelope addressed as follows:

| | |
|---|---|
| Town of Mamakating 2948 Route 209 Wurtsboro, NY 12790 | Bid for: Wurtsboro Hills Garbage Collection Contract |
|---|---|

b. **Bid Proposal.** All blank spaces on the bid proposal form must be filled in. Prices must be specified in both words and figures. Bid proposals must be signed by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

c. **Non-Collusion Certification.** Each bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103-d. The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.

d. **Bid Checklist.**

- (1). Sealed envelope property labeled (✓)
- (2). Bid proposal form (✓)
- (3). Non-collusion certification (✓)
- (4). Bid Security- Bond or certified check (✓)

3. **Addenda and Interpretation.**

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Clerk of the Town of Mamakating, 2948 Route 209, Wurtsboro, NY 12790, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract documents.

4. **Deviations from Specifications.**

Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

5. **Duration of Bid.**

Prices and bid shall remain firm and effective for at least forty-five (45) days from date of opening of bids.

6. **Performance Bond.**

A performance bond may be required. Please check the General Requirements or Specifications for details.

7. **Bid Price.**

The prices quoted are to include the complete cost of the work or items bid including all charges, taxes, and all other incidental charges. It is expressly called to the bidders attention that bids are to be complete in all respects as regards materials, equipment or work to be furnished under this contract, and that no extras of any kind

be allowed.

8. Taxes.

The bid price shall not include any excise or sales taxes from which the Town is exempt.

9. Qualifications of Bidders.

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work or supply the items, and the bidder shall furnish the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or investigation of, such bidders fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract or supply the items, and to complete the work contemplated therein. Conditional bids will not be accepted.

10. Statement of Equality.

Reference made to trade means, manufacturer's names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long-time operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration in respect to the award of the contract. The Town reserves the right to approve all proposed "equals".

11. Town's Reservation of Rights.

The contract will be awarded to the lowest responsible bidder furnishing the required security. The Town reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the Town or to reject any and all bids and to readvertise for bids. The Town specifically reserves the right to waive any informalities in the bids tendered.

NOTE: Other requirements are found in the Specifications annexed hereto.

**TOWN OF MAMAKATING
BID SPECIFICATIONS FOR
WURTSBORO HILLS GARBAGE COLLECTION CONTRACT**

1. The Town of Mamakating is accepting bids for a garbage collection and disposal contract for the Town's Wurtsboro Hills Garbage District. This is a multi-year contract. The initial term shall be for one year (Year 1), commencing on January 1, 2025, and ending on December 31, 2025. The Contract may be extended annually at the Town's sole option for one (1) or two (2) additional one-year terms (Years 2 and 3). The Town will endeavor to give written notice of a contract extension forty-five (45) days prior to the end of the then-current term.

The bid price shall include all costs, expenses and fees required or necessary to perform the services required by the Contract and to otherwise comply with all terms and conditions of the Contract.

The bidder must submit a price for Year 1, Year 2 and Year 3.

2A. All garbage, rubbish and other household refuse shall be collected from all residences in the Garbage District on Monday of each week. Garbage containers will be placed at curbside by residents.

2B. Recyclables shall be collected on Wednesday of each week - paper and other fiber recyclables shall be collected every other week, and all other recyclables shall be collected every other week on different weeks than the paper and fiber recyclables pick up.

2C. Bulk waste pick up shall be twice a year, in April or May and in September or October, on dates to be determined by the Town. All bulk wastes shall be collected, except building materials, nature materials, tires and hazardous materials. The Contractor shall provide a sufficient number of roll-off containers to collect, remove and dispose the bulk waste. The roll-off containers shall be placed at location(s) designated by the Town. Residents of the Garbage District shall be required to transport bulk waste to the designated location(s), with a limit of one pick-up truck load per household.

2D. Brush and wood pick-up shall be twice a year, in the Spring and Fall, on dates to be agreed by the Town and the Contractor. Brush and wood will be placed at curbside by residents.

3. A list of the properties located within the Wurtsboro Hills Garbage District are attached to the end of these Bid Specifications and are deemed incorporated herein.

4. Each bid shall be accompanied by a certified check or bid bond from a domestic carrier licensed to do business in the State of New York in an amount not less than 5% of the Year 1 bid price.

5. The bidder shall have at least three (3) years of business experience in the field of garbage collection and removal. The bidder shall submit a list of its garbage collection services and contracts in the last five (5) years, including the name of the municipality or other party to the contract, the garbage collection area, and dates of service.

6. If the successful bidder to whom a contract has been awarded fails to furnish the required proof of insurance coverage or performance bond, or to execute the contract as required by these Specifications, such failure shall be sufficient cause to annul the resolution awarding the contract, whereupon the bid bond shall be forfeited to and become the property of the Town of Mamakating as liquidated damages and not a penalty. In addition, the Town shall be entitled to recover as damages the difference between the forfeited security and all additional costs, to the Town, including reasonable attorney's fees, arising or resulting from any such failure.

7. The contract is attached to the bidding documents. The terms set forth therein are part of the bidding documents. These Specifications are deemed terms of the contract. Execution of the contract by the successful bidder is a formality, it being understood and agreed that the bid and award of bid constitute a contract.

8. The successful bidder shall be prepared to, and agrees to, commence collection on January 2, 2025, unless otherwise agreed by the parties.

SCOPE OF WORK AND REQUIREMENTS

9. **Collection and Disposal Required.** The Contractor agrees to properly collect and remove, transport and dispose garbage, refuse, recyclables and bulk items at the frequency set forth in this contract. The Contractor shall collect from the side of the roadway all such materials packaged in accordance with County and Town regulations.

10. **Collection From All Roads.** The Contractor shall collect such materials from residences which front upon or have driveway access to all roadways in the District, including private roads. Each bidder is responsible for familiarizing itself with the location of all roadways and residences.

11. **Labor and Equipment.** The successful bidder shall furnish and properly maintain at its own expense and without liability to the Town, all labor, equipment, vehicles, tools, materials and transportation necessary and proper to provide an adequate and uninterrupted garbage collection service during the contract term in accordance with all terms, conditions, and requirements set forth.

12. **Vehicles.** Due to the narrow and hilly roads in the Garbage District, it is not feasible to utilize mechanical side-loading vehicles. Therefore, mechanical side-loading vehicles shall not be utilized by the Contractor. In addition, the Contractor acknowledges and agrees that it might be necessary for the Contractor to utilize pick-up trucks to collect the garbage at curbside and transport the garbage to a compaction vehicle(s) located at the base or other location in the Wurtsboro Hills neighborhood.

13. **Time of Collection.** Collection shall start not earlier than 6:00 A.M. and shall be completed by 5:00 P.M. each day, unless express permission is given by the Town for a later hour. No garbage trucks shall enter the Town's streets for collection prior to 6:00 A.M.

14. **Recycled Materials Collection.** Materials designated to be recycled, by applicable law or regulations or otherwise, shall be collected once (1) per week as required in ¶2B above and delivered to a recycling facility, in accordance with applicable law and regulations. Recyclables collection shall be at no additional cost.

15. **Holidays.** No collection shall be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event the mandatory collection day falls on a national holiday, collection shall take place the following day. The Contractor shall provide the Town with a list of said national holidays at the time of delivery of the contract.

16. **Notice of No or Late Collection.** If for any other reason the Contractor cannot collect or will be late collecting on any day, he shall notify the Town Clerk's Office immediately. This provision shall in no way be interpreted to allow any change in collection days, but is included to impose a duty on the Contractor to keep the Town promptly informed if changes resulting from matters, such as inclement weather, beyond the Contractor's control.

17. **Collection of Bulk Refuse.** The Contractor shall collect and properly dispose all bulk refuse as provided in ¶2C above, at no additional charge. The Contractor shall collect materials such as, but not limited to, refrigerators, washing machines, clothes dryers, stoves, hot water boilers, baby carriages, furniture and other household items from all residences served under this contract. The collection and disposal of such items shall be made in accordance with all applicable laws, rules and regulations. The Contractor shall not be required to collect building materials, nature materials, tires or hazardous materials.

18. **Telephone and Email Facilities.** The Contractor shall maintain sufficient telephone lines and email capability to receive all complaints or inquiries and maintain communication with the Town. On collection days, telephone service shall be maintained between the hours of 5:00 AM and 6:00 PM.

19. **Due Care.** The Contractor must use due care in collection and disposal of garbage and refuse, both in handling receptacles and in transportation of said materials. The Contractor shall place all garbage cans back into a garbage can enclosure where provided. The Contractor shall not leave any garbage cans in the road. The Contractor is responsible for all damage to receptacles and enclosures and must clean up all spilled materials or scattered papers or other materials caused by carelessness on the part of the Contractor's employees in handling the materials or caused by the discharge of any materials from trucks during transportation. The Contractor must instruct his employees to be courteous at all times while performing the work. Any differences arising between the Contractor or his employees and the residents of the Town must be settled satisfactorily by the Contractor. Any such difference or dispute concerning

performance of the work not satisfactorily resolved shall be decided by the Town and that decision shall be binding. Work shall continue notwithstanding such dispute.

20. **Vehicles of Contractor.** The successful bidder shall submit a statement with the proposal showing the number, make and capacity of trucks to be used in the performance of the work. All vehicles shall be watertight and shall be so constructed that materials shall not fall on the highways. Covers shall be provided so that materials shall not blow or fall from the vehicles and such vehicles shall be kept covered. The vehicles shall be kept washed and disinfected daily, and shall at all times be subject to the approval of the Sullivan County Department of Health, New York State Department of Health or any other regulatory agency. The Town Board reserves the right to prohibit the use of any vehicle in the performance of the services that, in the opinion of the Town Board, is not suitable or properly maintained for transportation of the materials contemplated herein. All trucks shall be numbered and shall have the name of the collector and truck number on both sides of the truck, in letters at least four (4) inches in size.

21. **Transportation of Materials Collected.** The successful bidder shall transport all materials in accordance with law and so as to prevent odors or the dropping of any such 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 loading; and shall be responsible for any spillage while collecting, loading; or transporting the same.

22. **Disposal of Materials.** The Contractor shall dispose of all materials collected at a permitted and lawful disposal site and shall comply with all laws, regulations and rules concerning the disposal of solid waste.

23. **Payment.** Payment will be made to the Contractor on a monthly basis, based on the bid price and payable not later than the 30th day of each month for the preceding month's work upon approval of a voucher and Contractor's affidavit for payment submitted on the first day of the month in which payment is sought.

24. **Inspection.** The Town Board shall have the right to appoint or designate inspectors for the purpose of ascertaining whether or not the Contractor is performing the terms of this contract and the Contractor shall allow the inspectors free access to any and all equipment of the Contractor at all times.

25. **Disposal Information.** The Contractor shall provide to the Town within five (5) days of the Town's, or its designee's, request any and all information and documents pertaining to the materials collected, the disposal site, and tipping fees.

26. **Laws and Permits.** The Contractor, subcontractors, or any person acting on their behalf shall strictly comply with all Federal, State and local laws, including but not limited to the provisions of the Labor Laws of the State of New York applicable to the employment of labor in the performance of the contract. Prevailing wages shall be paid, if applicable. The Contractor shall procure and maintain, at its own expense, any licenses or permits necessary and shall pay any and all license fees or charges.

27. **Disputes.** In case of a dispute between the Town and the Contractor, work shall continue until the dispute is resolved, or in the event the dispute cannot be resolved, work shall continue until the matter is finally adjudicated by a court.

28. **Non-Discrimination.**

a. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor, or any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, age, gender or national origin discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. No Contractor, subcontractor, or any person acting on their behalf shall, in any manner, discriminate against any employee hired for the performance of work under this contract on account of race, creed, color, age, gender or national origin.

c. The contract may be canceled or terminated by the Town Board upon sixty (60) days written notice and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the non-discriminatory section of the contract.

29. **Behavior of Employees.** It is the intent of these specifications to provide a neat, courteous and obliging collection service. To this end, neither the Contractor, his agents or employees shall solicit, or be permitted to solicit, gratuities of any kind for or during the performance of any work in connection with the collection service; the Contractor and his agents and employees shall be polite and courteous at all times to all persons served and shall give them the benefit of the doubt in all disputes. If the containers are removed or destroyed by the Contractor's workers, the Contractor shall replace them at his expense with new containers equal to the originals. The Contractor shall, without liability on the part of the Town or its officers, be required to discharge or otherwise discipline any of his agents or employees shown to the satisfaction of the Town Board to have been of neglectful or careless in the conduct of collection service, or who unnecessarily damaged containers or other property of residents, or who was discourteous to any resident.

30. **No Solicitation of Gratuities.** The Contractor shall ensure that no employee or agent solicits gratuities of any kind for any of the work or services provided in connection with this Contract.

31. **Indemnification.** The Contractor agrees to defend (using attorneys subject to the Town's reasonable approval), indemnify and hold harmless the Town, its officers and employees, from any and all liability, claims, actions, judgments, injuries, damages, and costs, including but not limited to reasonable attorney's fees (all referred to hereafter as "liability"), which may result or arise, directly or indirectly, from the performance of this contract, including but not limited to (a) any breach of this Contract by the Contractor, its subcontractors, or their employees, agents, or representatives; (b) any act or omission of the Contractor, its subcontractors, or their employees, agents, or representatives; or (c) violation or alleged violation of any law, regulation, ordinance or rule by the Contractor, its subcontractor, or their employees,

agents, or representatives. The Contractor agrees and acknowledges that the Contractor is not an employee or agent of the Town and that the Town is not an owner, arranger, generator, transporter or storer of any of the materials collected, removed or disposed pursuant to this contract. The Contractor expressly indemnifies and holds harmless the Town, its officers and employees from any and all liability, which may result or arise from any violation, alleged or otherwise, of environmental laws. The Contractor shall take proper measures to guard against all liability. This paragraph shall survive the termination or expiration of this Contract.

32. **Insurance.** The Contractor shall obtain, and at all times keep in effect, liability insurance from an insurance company authorized to do business in the State of New York. Said insurance shall include comprehensive general liability insurance in minimum amounts of \$1,000,000/\$2,000,000; automobile liability insurance covering all vehicles in minimum amounts of \$1,000,000/\$2,000,000; and property damage insurance in minimum amounts of \$1,000,000/\$2,000,000. The Town, its officers and employees shall be named as an additional insured on said policy or policies on a primary and non-contributory basis. The Contractor shall provide to the Town an insurance endorsement and certificate of insurance demonstrating that the Town is named as an additional insured; containing a provision that the Town shall receive written notice of any modification, suspension or cancellation of insurance coverage at least ten (10) days prior thereto; and providing that the Contractor and insurance carrier waive subrogation against the Town. The Town may require the Contractor to produce evidence at the time of the filing of the certificate of insurance that the premium or premiums on said policy have been paid. If a policy is to be canceled for nonpayment of premium, the Town shall have the right, but not the duty or obligation, to pay said premium and deduct the same from the next payment(s) due to the Contractor under the contract.

The Contractor shall obtain, and at all times keep in effect, a New York State statutory worker's compensation insurance policy and employer's liability insurance policy, and provide a certificate of such insurances to the Town.

33. **Independent Contractor Status.** The Contractor is an independent contractor. Nothing contained herein shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent, of employer and employee, or of partnership or of joint venture between the parties hereto.

34. **Non-Transferability of Contracts.** Pursuant to Section 109 of the General Municipal Law:

a. A bidder and/or Contractor, to whom the contract is let, granted, or awarded, is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of same, or of his right, title and interest therein, or his power to execute such contract, to any other person or corporation without previous consent in writing by the Town Board.

b. If any bidder and/or Contractor, to whom the contract is let, granted or awarded shall, without the previous consent in writing from the Town Board assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title or interest therein, or his power to exercise such contract to any other person or corporation, the Town Board

shall revoke and annul such contract and the Town Board shall be relieved of any and all liability and obligations arising from the contract to such Contractor, and to the person or corporation to which such contract has been assigned, transferred, conveyed, sublet or otherwise disposed, and any such bidder and/or Contractor, his assigned transferees or sublessees shall forfeit and lose all monies theretofore earned under such contract, except so much as may be required to pay employees. The Town may re-award the Contract will all expenses to be underwritten by the Contractor.

35. **Default.** In the event of the failure of the Contractor to carry out the terms of the contract, the Town Board reserves the right to withhold any compensation that might then be due or become due until such time as the Contractor fulfills its contractual obligation. If the Town Board determines that the Contractor is in default, and the Contractor has not cured said default within forty-eight (48) hours after written notice to the Contractor and the issuer of the performance bond by certified mail, fax, email, overnight service or personally, the Town Board may contract or otherwise provide for the collection and disposal service. The cost thereof, together with any other expenses or damages to the Town, shall be paid by the Contractor. Said amount or any portion thereof may be deducted from any outstanding balances owed the Contractor by the Town Board, draw(s) on the performance bond and/or any other relief available to the Town.

36. **Damages, Remedies and Liquidated Damages.**

a. In the event of the repeated neglect or failure of the Contractor to remove garbage from any of the residences on the day when collections should be made and where the garbage has been properly placed for removal prior to the Contractor passing the residence; or any violation of these specifications or other contract term, the Contractor shall pay to the Town as liquidated damages the sum of One Hundred (\$100.00) Dollars for each such failure or violation if the Town Board shall so elect. It shall be deemed to be a violation of the contract if the Contractor shall permit or suffer any of his drivers or other employees to collect or remove garbage in any way other than as provided herein, or as provided by any rules hereafter adopted by the Town Board; or (ii) to deposit any materials upon property within the Town.

b. In addition to and not in lieu of other available remedies, after notice to the Contractor and upon declaration of the Contractor's default by the Town, the Town may terminate or suspend the contract, or perform any part of the work at the expense of the Contractor, as determined by the Town Board to be in the Town's best interest. Upon notice, the Town may contract with another contractor to properly perform the work, at the expense of the Contractor. In addition to the aforesaid, the Contractor shall remain liable for any and all costs incurred by the Town in having the work performed that was the responsibility of the Contractor and the costs, including reasonable attorney's fees, shall be recoverable from the Contractor.

c. Any determination made by the Town Board pursuant to paragraphs (a) or (b) of this section may be appealed by the Contractor to the Town Board within fifteen (15) days of the mailing of the 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 for a hearing before the Town Board.

d. It is understood and agreed that any required payment of damages shall not be deemed a waiver of the Town's right to terminate the contract.

e. The Contractor further agrees that in the event of any 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 performance of the contract, the Contractor shall pay the Town, in addition to the other costs, One Thousand (\$1,000) Dollars per collection day for each day the Contractor is in default, as liquidated damages.

g. It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the contract, either by virtue of State or Federal laws, then such adjudication shall in no way terminate the liability of the Contractor under this contract, except as required by law, nor terminate the liability of the financial institution or insurance company securing the performance bond, which security and bond shall remain in full force and effect. Any adjudication of insolvency or bankruptcy may be declared by the Town as a default by the Contractor.

AGREEMENT
PUBLIC WORK

THIS AGREEMENT by and between the Town of Mamakating (on behalf of Wurtsboro Hills Garbage District), a municipal corporation of the State of New York, having its principal offices at 2948 State Route 209, Wurtsboro, New York 12790, hereinafter called the "Municipality"; and the "Contractor", as set forth in the attached "Bid Proposal" accepted by the Municipality.

WHEREAS, the Contractor has submitted his proposal in accordance with the documents and/or specifications annexed hereto; and

WHEREAS, the Municipality has awarded the contract to the Contractor in accordance with the General Municipal Law.

NOW, THEREFORE, in consideration for the mutual covenants herein contained the Municipality and the Contractor hereby contract upon the following terms and conditions:

I. THE CONTRACT

It is understood that all the bid documents and/or Specifications attached constitute a part of this agreement; that those documents are incorporated into this agreement as if set out at length at this point and that the award of the contract on the basis of the proposal constitutes a contract; the execution of this agreement being a mere formality.

II. RESPONSIBILITY FOR WORK

The Contractor covenants and agrees that his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and material necessary or proper to do all the work necessary to construct all the works, equipment, and fixtures appurtenant thereto, as set forth in the Contractor's proposal as accepted by the Municipality.

III. PAYMENT

The Municipality, in consideration of the Contractor faithfully complying with all the terms and conditions herein set forth, agrees to pay the Contractor at the price as set forth in his proposal as accepted by the Municipality, upon the terms and conditions for periodic and/or monthly payments on estimates as may be set forth in the specifications and as authorized by law. Payment requests (claims) shall be on properly completed voucher forms provided by the Municipality.

IV. INTEREST IN CONTRACT

The Contractor agrees that the only person or persons interested as principal or principals in the proposal submitted by the Contractor for this contract are named therein and that no person other than those mentioned therein, except regular agents of Contractor, has any interest in the said proposal or in the securing of the award, and that this contract has been secured without

any connection with any person or persons other than those named, and that the proposal is in all respects fair, and was prepared, and the contract was secured, without collusion or fraud, and that no officer or employee of the Municipality has or shall have a financial interest in the performance of the contract or in the work or business to which it relates, or in any portion of the proceeds thereof.

V. COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable laws, rules and regulations; the cost of such compliance and the fees for any licenses, certifications and/or permits required by law will be at the expense of the Contractor.

VI. LABOR LAW

The Contractor agrees to comply with all applicable provisions of the Labor Law. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time to time, shall be deemed inserted as if set forth at length at this point. The Contractor will provide a payment bond, if applicable for the work.

VII. REQUIRED PROVISIONS

All provisions required by law to be inserted into this contract are hereby deemed inserted as if expressly set forth at this point.

VIII. ASSIGNMENT

This contract shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Municipality.

IX. SUBCONTRACTORS

The Municipality reserves the right to approve all subcontractors. The Contractor will notify the Municipality of the name and address of such subcontractor he intends employing, the portion of the work which the subcontractor is to do or the material which he is to furnish, his place of business and such other information as the Municipality may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

X. TIME FOR PERFORMANCE

The Contractor shall proceed diligently toward the prompt completion of the work. The Contractor shall have no claim against the Municipality for damages for delay unless the Municipality is found to have caused such damage while acting in bad faith and with deliberate intent. The Municipality agrees that the time for performance may, upon written application, be

, extended for such period of time the governing board of the Municipality deems reasonable upon the circumstances.

XI. REMEDIES

In addition to such remedies the Municipality may have in law or equity upon the Contractor's breach of this agreement, the Municipality may terminate or suspend the agreement, or perform any part of the work at the expense of the Contractor as is determined to be in the best interest of the Municipality.

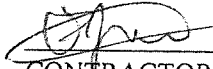
XII. NOTICE OF CLAIM

Service of a verified claim on the Municipal Clerk within ninety (90) days of accrual of a claim against the Municipality or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this agreement. Such written verified claim shall be on official voucher forms and shall specify in detail all items of work performed and/or materials supplied, together with supporting documentation in such sufficiency as to permit the Municipality to audit and pay the claim if the same determined to be valid. A claim accrues at the time the Contractor first realizes that it may be entitled to payment for additional work or materials not specified under the agreement. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the Contractor's final voucher under this agreement.

Dated: 8-14-2024

TOWN OF MAMAKATING

By: _____
MICHAEL ROBBINS, SUPERVISOR



CONTRACTOR

By: _____

NON-COLLUSIVE BIDDING CERTIFICATION

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. No person or agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage contingent fee or other benefit.
5. The person signing this bid or proposal, under the penalties or perjury, affirms the truth thereof.

Dated: 8/12/24

K. W. Walsh
(Signature of Bidder, if Individual)

THOMPSON SANITATION
(Name of Corporation)

By: K. W. Walsh
(Signature and Title of Officer)

STATE OF NEW YORK)
COUNTY OF Sullivan)ss.:

On August 12, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Kristine Walsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York
(CORPORATE SEAL) MATTHEW RYAN SUSH
Notary Public, State of New York
Sullivan County Clerk's No. 317
Commission Expires May 16, 2027

IMPORTANT: THIS FORM MUST BE FILLED IN BY RIDER

CONTRACTOR'S AFFIDAVIT
FOR PAYMENT

Municipality

Contractor

THOMPSON SANITATION

Address

PO Box 494

ROCKHILL NY 12775

Phone #

845-796-1032

Project or Services

STATE OF)
COUNTY OF)

)ss.:
)

KRISTINE WALSH, being duly sworn, deposes and says:

1. He is the MANAGER (TITLE) of the Contractor on the above referenced project and makes this affidavit in the regular course of business with full authorization.

2. There are no claims, liens, or judgments against the Contractor except as set forth herein:

0
(Insert "NO EXCEPTIONS," if applicable. Attach list, if necessary.)

3. All provisions of the Labor Law of the State of New York have been fully complied with except as set forth herein:

0
(Insert "NO EXCEPTIONS," if applicable. Attach list, if necessary.)

4. The Municipality, upon the release of payment requested herewith, is released of any and all claims by the Contractor with respect to the contract.

5. This certification is made to induce the Municipality to release payment.

SIGNATURE

K Walsh

AFFIX SEAL, IF CORPORATION:

Subscribed and sworn to before me
on the 12 day of August, 2027

NOTARY PUBLIC - STATE OF

MATTHEW RYAN SUSH
Notary Public, State of New York
Sullivan County Clerk's No. 317
Commission Expires May 16, 2027