

**TOWN OF MONROE
REQUEST FOR SEALED BIDS
COLLECTION, HAULING, AND DISPOSAL OF GARBAGE
AND SINGLE STREAM RECYCLABLES AND BULK WASTE**

The Town of Monroe, (County of Orange, State of New York) is accepting sealed bids pursuant to the General Municipal Law from Contractors interested in providing services relating to the collection, hauling, and disposal of garbage and single stream recyclables and bulk waste from properties within the Monroe Refuse & Garbage District ("District") within the Town of Monroe, as generally described below and as described in the entire bid package, which is available from the Monroe Town Clerk's Office.

The Town is seeking two (2) alternative bids for twice weekly pickup and disposal of garbage, trash, and acceptable waste, and once weekly pickup and disposal of recyclables, bulk items, and white goods for the District. One alternative authorizes the Town to direct the location of the disposal of some or all of the items picked up; the other alternative does not. Neither bid permits the bidder to require the use of one or more particular cans/carts except in the case of 4, 5, and 6 unit apartment buildings, for which the contractor shall supply adequate dumpsters.

Sealed Bids for each alternative for the District shall be received by the Town Clerk of the Town at the office of the Monroe Town Clerk, Town Hall, 1465 Orange Turnpike, Lower Level, Monroe, New York, 10950 until 9:00 AM on February 26, 2018, at which time the bids will be opened and read.

**BID FOR COLLECTION, HAULING, AND DISPOSAL OF GARBAGE
AND SINGLE STREAM RECYCLABLES AND BULK WASTE**

The initial contract period shall commence thirty (30) days from the award of the Bid through December 31, 2018. Bids are required to be made on forms in the bid package. The contract period additionally contains four annual renewal options in which the Town may renew the contract annually for the same price or otherwise as provided for in the bid. Alternatively, the Town may elect, and the Contractor shall agree to a renewal period greater than one year, but any such renewal shall not extend the contract beyond December 31, 2022.

If two (2) alternative bids are sought (a contractor may bid on one or both alternatives). All Bids shall be made strictly in accordance with the project documents, which consist of this entire Bid Package, on file with the Town Clerk. Contractors may obtain copies of the Bid Package through the Town Clerk at the above address, Monday through Friday, during the hours of 8:00 AM until 4:00 PM. Bids will be submitted on the Bid forms in the Bid Package only and Bids submitted in other forms are unacceptable. The Town Board reserves the right to reject all Bids and award no contract. Only Bids the Town Board determines to be submitted in conformance with the Bid Package will be accepted. Moreover, in its sole discretion, the Town may waive minor defects in submissions.

Contractors are advised to secure their own estimate of properties included in the Monroe Refuse & Garbage District.

If there is appropriate interest, there may be pre-Bid meeting open to the public and all potential bidders at the sole discretion of the Town Supervisor. To register for your invitation to any such pre-Bid meeting, contact Hon. Mary Ellen Beams, Town Clerk at (845) 783-1900. The pre-Bid meeting, if it occurs, shall occur not less than five (5) or more than twelve (12) days from the first publication of this Request for Sealed Bids.

If such a pre-Bid meeting is held; a summary of questions and answers shall be available within forty-eight (48) hours of the same by contacting the Monroe Town Clerk and shall be deemed to be interpretations of the Bid specifications.

Bidders who fail to register with the Town Clerk or obtain bid documents from a source other than the Town Clerk, do so at their own risk and any consequence will be solely attributable to Bidder.

By Order of the Town Board of the Town of Monroe:

Dated: February 2, 2018
Monroe, NY

Mary Ellen Beams, Town Clerk

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GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents are comprised 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

The following terms as used in these General Conditions are respectively defined as follows:

- (a) “Contractor”: A person, firm or corporation with whom this Contract is made by the Owner. (The Owner may be referred to in other documents as the Grantee/Borrower.)
- (b) “Subcontractor”: A person, firm or corporation supplying labor and materials or only labor or 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 location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. PATENTS

The Contractor shall indemnify and save the Town of Monroe 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 of Monroe, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process which is authorized by the Town of Monroe of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Town of Monroe and not by or through the Contractor.

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 Monroe 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 Monroe 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 of Monroe 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 and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. 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 Architect/Engineer and the Town of Monroe.

5. NOTICE AND SERVICE THEREOF

Any notice to any contractor from the Town of Monroe 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 said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative.

6. SUSPENSION OF WORK

Should the Town of Monroe 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 any claim for damage by reason thereof.

7. CONFLICTING CONDITIONS

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 of Monroe 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 Owner, 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 Town of Monroe, except that the Contractor shall not be responsible for any damage resulting from affirmative acts of the Town of Monroe 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 of Monroe 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 of Monroe.

(b) The risk of claims just or unjust, by third persons against the Contractor, Town of Monroe, 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 or presence at or in the vicinity of the work site, 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 Monroe of all work covered by the Contract.

(c) The Contractor shall indemnify and save harmless the Town of Monroe, 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 of Monroe'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 OF MONROE TO TERMINATE 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 of Monroe 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 of Monroe 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 to make prompt payment to persons supplying labor or materials for the work; or

(e) 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.

(f) The Town determines that the Contractor has made materially false statements to the Town or has engaged in fraud or other improper conduct related to this Agreement.

(g) In any event, the Town of Monroe, without prejudice to any other rights or remedy it may have, may by 10 days' notice to the Contractor, terminate the employment of the Contractor and his right to proceed either as to the entire work or (at the option of the Town of Monroe) as to any portion thereof, and may take possession of the work and complete the work by contract or otherwise as the Town of Monroe may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damage for delay) such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town of Monroe for such excess. If the right of the Contractor to proceed with the work is so terminated, the Town of Monroe may take possession of and utilize in completing the work such materials, supplies, appliances, plant and equipment as may be on the site of the work and necessary therefore. If the Town of Monroe does not so terminate the right of the Contractor to

proceed, the Contractor shall continue the work.

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 or 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 of Monroe on account of any damage alleged to have been sustained, the Town of Monroe shall notify the Contractor, who shall indemnify and save harmless the Owner 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 of Monroe. 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 work called for in this Contract.

13. SUBCONTRACTING

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

The Contractor shall be as fully responsible to the Town of Monroe 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 of Monroe may exercise over the Contractor under any provision of the contract documents.

The Contractor shall not award work to subcontractors in excess of fifty (50%) percent of the contract price, without prior written approval of the Town of Monroe. Nothing contained in this Contract shall create any contractual relation between any subcontract and the Town of Monroe.

Such separation of the specifications into divisions, sections, and articles, and arrangement of the drawings shall not operate to make the Architect/Engineer responsible for the scope of the contracts between Contractors and Subcontractors nor for the apportioning of the work to be performed along trade groups. Such matters shall be the sole responsibility of the

Prime Contractor.

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 of Monroe, 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 of Monroe 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 of Monroe."

15. TOWN OF MONROE'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 of Monroe may perform or arrange for the performance of the work, without prejudice to any other remedy he 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 of Monroe 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 of Monroe 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 of Monroe, 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 or other applicable law.

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, water, light, power, transportation, superintendence, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Any work necessary to be performed after regular hours or otherwise outside regular service days shall be performed without additional expense to the Town of Monroe.