

TOWN OF YORKTOWN  
PUBLIC WORKS CONTRACTS BID

INSTRUCTIONS TO BIDDERS

NOTICE IS HERE GIVEN that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY until 11:30 A.M. on Thursday, September 29, 2022 at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for residential garbage and recyclable material collection and disposal. Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598, as well as the Town's website, [www.yorktownny.org](http://www.yorktownny.org), or on BidNet Direct, [www.bidnetdirect.com](http://www.bidnetdirect.com). A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: "Bid: residential garbage and recyclable material collection and disposal."

The Bid Documents consists of the following documents:

1. Instructions to Bidders
2. Part One Bid Proposal Form
3. Part Two General Terms and Conditions of Bid
4. Part Three Proposed Contract with scope of work, including relevant contract modifications for eleven (11) alternative bid options as Appendix H.
5. Non-Collusive Bidding Certificate

A submitted bid will consist of

1. One original completed Bid Proposal Form, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder;
2. Signed and notarized Non-Collusive Bidding Certificate.

Diana L. Quast, Town Clerk  
Town of Yorktown  
Certified Municipal Clerk

**TOWN OF YORKTOWN  
RESIDENTIAL GARBAGE & RECYCLABLE MATERIAL  
COLLECTION & DISPOSAL BID**

**PART ONE  
BID PROPOSAL FORM**

The Town of Yorktown seeks bids for collection & disposal of residential garbage two (2) times per week & recyclable material one (1) time per week from qualified parties:

Your Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Bid Alternative Option #1**

The Town of Yorktown seeks bids for collection & disposal of residential garbage one (1) time per week & recyclable material one (1) time per week from qualified parties:

Your Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

\$  
\_\_\_\_\_

**Total Cost 2023**

\$  
\_\_\_\_\_

**Total Cost 2024**

\$  
\_\_\_\_\_

**Total Cost 2025**

\$  
\_\_\_\_\_

**Total Cost 2026**

\$  
\_\_\_\_\_

**Total Cost 2027**

**Three One-Year Options**

\$  
\_\_\_\_\_

**Total Cost 2028**

\$  
\_\_\_\_\_

**Total Cost 2029**

\$  
\_\_\_\_\_

**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE:

FAX:

EMAIL:

**Bid Alternative Option #2**

The Town of Yorktown seeks bids for collection & disposal of residential garbage one (1) time per week & recyclable material one (1) time per week, without collection of Multi-Family Complexes, from qualified parties:

Your Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE:

FAX:

EMAIL:

**Bid Alternative Option #3**

The Town of Yorktown seeks bids for collection & disposal of residential garbage two (2) times per week & recyclable material one (1) time per week, without collection of Multi-Family Complexes, from qualified parties:

Your Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**



Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE:

FAX:

EMAIL:

**Bid Alternative Option #4**

The Town of Yorktown seeks bids for collection & disposal of residential garbage one (1) time per week & recyclable material one (1) time per week, with 1-Arm Bandit, from qualified parties:

Your Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Bid Alternative Option #5**

The Town of Yorktown seeks bids for collection & disposal of residential garbage one (1) time per week & recyclable material one (1) time per week, without collection of Multi-Family Complexes, & with 1-Arm Bandit, from qualified parties:

Your Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Bid Alternative Option #6**

The Town of Yorktown seeks bids for collection & disposal of residential garbage two (2) times per week & recyclable material one (1) time per week, with 1-Arm Bandit, from qualified parties:

Your Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE:

FAX:

EMAIL:

**Bid Alternative Option #7**

The Town of Yorktown seeks bids for collection & disposal of residential garbage two (2) times per week & recyclable material one (1) time per week, without Multi-Family Complexes, with 1-Arm Bandit, from qualified parties:

Your Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**



Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE:

FAX:

EMAIL:

**Bid Alternative Option #8**

The Town of Yorktown seeks bids for collection & disposal of residential garbage one (1) time per week & recyclable material one (1) time per week, with 1-Arm Bandit & contractor supplies totes, from qualified parties:

Your Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Bid Alternative Option #9**

The Town of Yorktown seeks bids for collection & disposal of residential garbage two (2) time per week & recyclable material one (1) time per week, with 1-Arm Bandit & contractor supplies totes, from qualified parties:

Your Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

\_\_\_\_\_  
Signed:

\_\_\_\_\_  
[Signature of authorized person]

Title of authorized person:

\_\_\_\_\_

BIDDER'S CORPORATE NAME:

\_\_\_\_\_

BIDDER'S CONTACT INFORMATION

PRINT NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Bid Alternative Option #10**

The Town of Yorktown seeks bids for collection & disposal of residential garbage one (1) time per week & recyclable material one (1) time per week, with 1-Arm Bandit & resident purchases totes, from qualified parties:

Your Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**

Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Bid Alternative Option #11**

The Town of Yorktown seeks bids for collection & disposal of residential garbage two (2) times per week & recyclable material one (1) time per week, with 1-Arm Bandit & resident purchases totes, from qualified parties:

Your Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

\$ \_\_\_\_\_  
**Total Cost 2023**

\$ \_\_\_\_\_  
**Total Cost 2024**

\$ \_\_\_\_\_  
**Total Cost 2025**

\$ \_\_\_\_\_  
**Total Cost 2026**

\$ \_\_\_\_\_  
**Total Cost 2027**

**Three One-Year Options**

\$ \_\_\_\_\_  
**Total Cost 2028**

\$ \_\_\_\_\_  
**Total Cost 2029**

\$ \_\_\_\_\_  
**Total Cost 2030**

The price (s) set forth above shall remain valid for sixty (60) days from the date of bid award. All of bidder's costs must be factored into and incorporated in the bid price above. Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc. If the contractor must rent special equipment to perform the work, the contractor shall not bill additional fees for such rental costs.

**Bidder represents that the rates set forth herein does not exceed its standard charge to all of its customers.**



Name of person authorized to submit for bidder:

Signed:

[Signature of authorized person]

Title of authorized person:

BIDDER'S CORPORATE NAME:

BIDDER'S CONTACT INFORMATION  
PRINT NAME:

TITLE:

ADDRESS:

PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

- END OF BID PROPOSAL FORM -

**TOWN OF YORKTOWN  
RESIDENTIAL GARBAGE AND RECYCLABLE MATERIAL  
COLLECTION AND DISPOSAL BID**

**PART TWO**

**General Terms and Conditions of Bid**

**Section 1. Bid Proposal Form**

- 1.1** The bidder shall complete the Bid Proposal Form by filling in the price in the appropriate designated spaces. Prices shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as required in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form which has been materially altered in any way may render the bid nonresponsive and the bid rejected.
- 1.2** All items not bid shall be indicated as “not bid” in the total price space. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. Any bidder desiring to bid “no charge” on an item in a group must so indicate.
- 1.3** Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.
- 1.4** Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- 1.5** By signing the Bid Proposal Form, the bidder certifies that:

  - i.** the person whose signature appears below is legally empowered to bind the bidder;
  - ii.** the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
  - iii.** if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;

- iv. By submission of the 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.<sup>1</sup>

1.6 Reserved.

1.7 The bidder shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.

1.8 Reserved.

1.9 All plans and other like records compiled by the contractor in completing the work under this contract shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use.

1.10 The contractor shall secure and pay for all necessary permits for the proper executing and completion of work.

1.11 The Town is exempt from all federal, state and local taxes.

## **Section 2. Pre-Bid Site Inspection**

2.1 The bidder shall satisfy itself by personal examination or investigation, and by such other means as it may prefer, as to the scope of the work; and shall not at any time after submission of the bid dispute such scope of work or assert that there was any misrepresentation by the Town or any misunderstanding by the bidder in regard to the quantity or kind of materials to be furnished, or work to be done. Failure to do so will not relieve a successful bidder contractor (“contractor”) of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its bid.

2.2 Unless otherwise stated, the bidder is free and encouraged to examine the work site during normal work hours preceding the submission of the bid. For those bidders requesting further clarification of the conditions, an appointment with the Town's representative, can be requested, by contacting the, Town Clerk.

2.3 At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Bid Documents.

---

<sup>1</sup> List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

**Section 3. Scope of Work & Quality**

- 3.1 All equipment, material, services, labor and supplies bid upon must conform to the description and specifications set forth in the in these Bid Documents, including the proposed contract attached hereto, or their reasonable equivalent.
- 3.2 References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

**Section 4. Request for information or interpretation and/or clarification of the Bid Documents**

- 4.1 The bidder shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent the bidder from providing a responsive bid.
- 4.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 4.3 Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted no later than five (5) business days prior to the date fixed for the opening of bids.
- 4.4 Any written response to a request for information or interpretation and/or clarification of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents and will be made available in the same manner and method as the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. The failure of any bidder to receive such Addenda will not relieve the contractor of any obligation to comply with the terms and conditions of the Addenda.
- 4.5 The Bid Documents, including the proposed contract attached hereto, have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The bidder must realize however, that details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town and in accordance with the Bid Documents. The bidder shall not take advantage of any apparent errors or omission in the Bid Documents. In the event the contractor discovers an error or omission in the Bid Documents, it shall immediately notify the Town. The Town will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.
- 4.6 A bidder's failure to request a clarification, interpretation, etc. of any portion of the Bid Documents or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which

should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

**Section 5. Non-Collusion**

- 5.1 The bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Bid Documents. Failure by the bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

**Section 6. Late Bids**

- 6.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

**Section 7. Bid Opening**

- 7.1 Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.
- 7.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

**Section 8. Acceptance or Rejection**

- 8.1 A responsive bid is one that complies with all material terms and conditions of the Bid Documents.
- 8.2 If the lowest price bid or proposal is found non-responsive, a determination setting in detail and with specificity the reasons for such finding shall be issued by the Town Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.
- 8.3 The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.
- 8.4 Any corporation not incorporated under the Laws of New York State, must furnish

a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

**8.5** The Town will consider the qualifications of all bidders and may conduct such investigation as it deems necessary to assist in the evaluation of any bid. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Town, in the Town's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work. In evaluating a bidder's responsibility, the Town may consider the following factors:

- i.** financial resources;
- ii.** technical qualifications;
- iii.** experience;
- iv.** organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
- v.** a satisfactory record of performance;
- vi.** a satisfactory record of business integrity;
- vii.** where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and
- viii.** compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.

**8.6** The Town reserves the right to require additional information as it deems appropriate concerning the history of any bidder's performance of prior contracts. The final determination of whether the bidder possesses the requisite experience rests in the sole discretion of the Town. Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

**Section 9. Appeal of Determination of Non-Responsiveness or Non-Responsible**

**9.1** Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.

**9.2** Time Limit; A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the

Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.

- 9.3 Form and Content:** The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 9.4 Stay of Award of Contract Pending.** Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests. Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness or, if the stay is removed at any time after the bidder has been notified of determination of non-responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal. The Town Clerk shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

**Section 10. Award**

- 10.1** Town reserves the right to make an award within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 10.2** The Award will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the Bid documents.
- 10.3** Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the Town, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

**Section 11. Notice of Award**

- 11.1** If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the contractor. Such Notice of Award will constitute a binding enforceable contract between the contractor and the Town of Yorktown. These General Terms and Conditions shall be incorporated into the contract as material terms.
- 11.2** The Town may issue a Notice of Award based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal

Law § 103, as implemented by Yorktown Town Code Chapter 78 entitled *Procurement for Goods and Services*.

- 11.3 Upon receipt of the Notice of Award the contractor will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

**Section 12. Performance and Payment Bond**

- 12.1 For the life of the contract, the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond, which shall be provided prior to or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Town with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

**Section 13. Assignment Prohibited**

- 13.1 The contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town in its absolute discretion. If such approvals are granted by the Town, they shall in no way relieve the contractor or from any obligations under the terms of the contract.

**Section 14. Special Requirements**

- 14.1 Special requirements for any bid may supersede and/or be added to any provision contained in these General Terms and Conditions.

**Section 15. Purchase of Additional Quantities of Bid Items**

- 15.1 The Town may purchase additional quantities of the bid items at any time during the contract period, for the same price and under the same terms and conditions as set in the Bid Proposal Form.

**Section 16. Contractor's Subcontracts and Material Lists**

- 16.1 Within fifteen (15) days after execution of the Contract, the contractor shall submit to the Town for approval a list of the subcontractors, materialmen and materials that the contractor plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Town. No part of the work may be sublet until after the contractor has received the Town's approval in its absolute discretion. The contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the Town's approval to sublet parts of the work will in no way relieve



the contractor of any of its obligations under the Contract. All dealings of the Town with the subcontractors shall be through the contractor.

- 16.2 The contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the contractor by all applicable provisions of the contract documents executed between the contractor and the Town, but this shall not be construed as creating any contractual relationships between subcontractors and the Town. Prior to approval of the subcontractors, the Town has the right to review and recommend changes in the subcontracts. The Town reserves the right to reject any subcontractor proposed by the contractor if in the reasonable opinion of the Town such subcontractor lacks the experience or capability to perform its subcontract work or is otherwise non-responsible.
- 16.3 The contractor shall insert appropriate clauses in each subcontract that require that if the contractor is terminated by the Town either for default or convenience that at the sole option of the Town the subcontract shall automatically at torn to the Town and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

**Section 17. Representative Always Available**

- 17.1 The contractor in case of its absence from the work shall have a competent representative or foreman available, who shall obey without delay, all instructions of the Town in the prosecution and completion of the work in conformity with the contract, and shall have full authority to supply labor and material immediately.
- 17.2 The contractor, or its superintendent, shall attend job meetings with the Town for the purpose of discussing expedition, execution and coordination of the work. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Town.
- 17.3 The contractor shall not commence any work prior to the first (pre-construction) meeting between the contractor, Town, and other concerned governmental and utility company representatives.

**Section 18. Performance**

- 18.1 All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown in the Bid Documents.
- 18.2 Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for

practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work shall not be preponderantly of borderline quality or dimension.

- 18.3** Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the contractor before starting construction. Information and data on the contract documents shall take precedence in the following order (1) Drawing; Details, Sections, Plans, Notes, General Notes, (2) Technical Specifications, (3) General Specifications. Any errors, omissions or discrepancies shall be brought to the attention of the Town whose decision thereon shall be final.
- 18.4** In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents but that reasonably acceptable work had been produced, the Town shall then make a determination if the work shall be accepted and remain in place. In this event, the Town will document the basis of acceptance by contract modification, subject to the approval of the Town Board, which will provide for an appropriate adjustment in the contract price for such work or materials as deems necessary.
- 18.5** In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.
- 18.6** All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic) shall be in conformity with the latest edition of the New York State Manual of Uniform Traffic Control Devices or other such standard as directed by the Town.
- 18.7** Time being of the essence, the contractor shall take notice that the timely completion of the work called for under the contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "Notice of Award" has been given it by the Town (unless a definite starting date is otherwise stated). Prior to commencing its work, the contractor shall notify the Town, at least forty-eight (48) hours prior to the planned date of its "start".

**Section 19-25. Reserved**

**Section 26. Prevailing Wage Rates and Supplements**

**26.1 Wages to be Paid and Supplements to be Provided**

- i.** The contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other

laws and ordinances affecting the contract or order, either Federal, State or local.

**26.2** Records to be kept on Site

The contractor, subcontractors at any tier shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- i. Record of hours worked by each workman, laborer and mechanic on each day;
- ii. Record of days worked each week by each workman, laborer and mechanic;
- iii. Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- iv. Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- v. A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice, informing them of the prevailing wage rates and supplements requirement for the contract.

**Section 27. Reserved.**

**Section 28. Payments to Subcontractors and Materialmen By Contractor**

**28.1** Within fifteen (15) calendar days of the receipt of any payment from the Town, the contractor shall pay each of its subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the Town less an amount necessary to satisfy any claims, liens or judgment against the subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described.

**28.2** Nothing provided herein shall create any obligation on the part of the Town to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the Town. Notwithstanding anything to the foregoing, the Town may tender payments to the Contractor in the form of joint or dual payee checks.

**Section 29. Change in the Contract Price**

**29.1** The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the contractor for performing the work pursuant to the contract. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at its expense without change in the Contract Price.

**Section 30. Proper Method of Work and Proper Materials**

- 30.1** The Town shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under the contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.
- 30.2** If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the contractor to increase its efficiency or to improve their character, and the contractor shall promptly conform to such order; but the failure of the Town to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.
- 30.3** The Contractor will establish the lines, grades and measurements necessary in his opinion to properly locate the work, by setting suitably marked offset or reference stakes. These stakes are referenced to the control points, coordinates and similar data that may be shown on the contract drawings, but the Town reserves the right to modify that information.
- 30.4** The Contractor shall carefully and properly preserve all stakes, pins and markers required at no additional costs to the Town. All existing property lines and survey monuments which may, of necessity have to be disturbed during the construction work, will be properly tied to fixed points and reset by the Contractor at no cost to the Town.

**Section 31. Reserved.**

**Section 32. Protection, Existing Structures**

- 32.1** The Contractor, at his expense, shall protect adjacent and other property or premises from damage of any kind during the progress of the work and shall erect and maintain guards around his work in such a way as to afford protection to the public. The Contractor shall be held responsible for improper, illegal, or negligent conduct of himself, his subcontractors, employees and agents in and about said work or in the execution of the work covered by this Contract.
- 32.2** The Contractor shall, at his expense, sustain in their places and permanently protect from direct or indirect injury any and all pipelines, subways, pavements, sidewalks, curbs, railways, buildings, trees, poles, wells, and other property in the vicinity of his work, whether over-or underground, or which appear within the trench or excavations, and he shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.
- 32.3** The Contractor's liability shall also include the damage or injury sustained by any structure whatsoever due to settlement of trenches or excavations or to settlement or lateral movement of the sides of such trenches or excavations, whether such movement occurs during or after excavation or backfilling of such trenches or

excavations. His liability to so support and protect all such structures from damage or injury shall continue without limitation, throughout the Contract period and during the period of guarantee.

- 32.4 The Contractor shall at all times have on the ground suitable and sufficient material and shall use the same as may be necessary or required for sustaining and supporting any and all such structures which are uncovered, undermined, weakened, endangered, threatened, or otherwise materially affected.
- 32.5 In case injury occurs to any portion of a pipeline or structure, or to the material surrounding or supporting the same, through blasting or similar operations, the Contractor shall immediately notify the Engineer, and, at his expense, shall remove such injured work and shall rebuild the pipeline or structure and shall replace the material surrounding the supporting the same, or shall furnish such material and perform such work of repairs or replacement as the Town may order. Any damage whatsoever shall be promptly, completely and satisfactorily repaired by the Contractor at his expense.

**Section 33. Acceleration of the Work**

- 33.1 The Town may, at its sole discretion and as circumstances reasonably require, require the contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Town provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the contractor's or his subcontractor's own forces.
- 33.2 The Town, pursuant to a validly issued written change order, may reimburse the contractor for the direct cost to the contractor of the premium time for the labor utilized by the contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith.
- 33.3 Anything to the foregoing notwithstanding, in the event that the contractor has fallen behind schedule or in the Town's judgment appears likely to fall behind schedule, Town shall have the absolute right to direct the contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the contractor.

**Section 34. Stopping Work**

**34.1 Town May Suspend Work:**

- i. The Town may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor which shall fix the date on which work shall be

resumed. The contractor shall resume the Work on the date so fixed. Subject to the approval of the Town Board, the contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

**34.2 The Town May Terminate:**

**A.** Upon the occurrence of any one or more of the following events:

1. If the contractor is adjudged bankrupt or insolvent,
2. If the contractor makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for the contractor or for any of the contractor's property,
4. If the contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If the contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
6. If the contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If the contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If the contractor disregards the authority of the Town, or
9. If the contractor otherwise violates in any substantial way any provisions of the Bid Documents or the Contract. The Town may after giving the contractor and its Surety seven (7) days written notice, terminate the services of the contractor, exclude the contractor from the site, incorporate in the Work all materials and equipment stored at the site or for which Town has paid the contractor but which are stored elsewhere, and finish the Work as Town 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 Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor shall pay the difference to the Town.

- B.** Where the contractor's services have been so terminated by the Town, the termination shall not affect any rights of Town against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by Town will not release the contractor from liability.

- C. Upon seven (7) days written notice to the contractor, Town may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Agreement. In such case, the contractor shall be paid (without duplication of any items):
1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination, including fair and reasonable sum of overhead and profit on such work;
  2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
  4. For reasonable expenses directly attributable to termination. contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

**Section 35. Change in the Contract Time**

- 35.1** The contractor agrees that it will make no claim against the Town or any of its representatives for damages for delay, interference or disruption in the performance of its Contract occasioned by any act or omission to act by the Town or any of its representatives, or occasioned by any act or omission of any other contractor and further agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.
- 35.2** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 35.3** The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the contractor. Such delays shall include, but not be limited to, acts or neglect by Town, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or

furnishing material or equipment on behalf of the contractor unless such party's delay is attributable to one of the above enumerated causes.

**35.4** The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that the contractor shall not be entitled to damages for any delay occurring as a consequence of a delay if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of the Town.

**Section 36     Disputed Work - Notice of Claims for Damages**

**36.1** If the contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of the contract, he must promptly, within five (5) calendar days after being directed to perform such work, notify the Town, in writing, of its contentions with respect thereto and request a final determination thereon. If the Town determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Town's determination and direction, notify the Town, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

**36.2** The contractor is bound by the provisions of all applicable laws, including but not limited to the General Municipal Law and the Town Law, as related to the presentation of claims.

**36.3** While the contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the contractor shall furnish the Town daily with three copies of written statements signed by the Contractor's representatives at the site showing:

- i.** the name of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
- ii.** the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

**36.4** The contractor shall carry on the work and maintain the progress schedule during



all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and Town may otherwise agree in writing.

- 36.5** Before final acceptance of the work by the Town, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

PART THREE

PROPOSED CONTRACT

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of 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 his or her knowledge and belief:

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;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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.

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

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Legal name of person, firm or corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Title)

State of New York )  
Town of \_\_\_\_\_)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)

**COLLECTION AND DISPOSAL OF  
RESIDENTIAL REFUSE AGREEMENT TOWN OF YORKTOWN**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Yorktown, New York ("Town"), a municipal corporation organized and existing under the laws of the State of New York with offices at 363 Underhill Avenue, Yorktown Heights, New York 10598 and \_\_\_\_\_ ("Contractor"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with offices at \_\_\_\_\_;

**WITNESSETH**, that the Town and the Contractor (collectively "Parties"), for the consideration hereinafter named, agree as follows:

**ARTICLE 1. SCOPE OF SERVICES**

1.1 The Contractor agrees to perform all services as set forth in this Agreement in connection with the Town's Collection and Disposal of Residential Refuse and Recyclable Materials ("Services"). Attached hereto as Appendix F is the printout of the Town's residents who reside in the Yorktown Refuse District, each of which shall be a Service Stop. Included with Appendix F is the detail on the Property Codes in the Yorktown Refuse District. Attached hereto as Appendix G is the list of Private Paper Roads within the Yorktown Refuse District. The residents who reside on certain Private/Paper Roads may be required to bring their refuse cans and recyclable materials to the closest Town-owned Road. In an effort to offer a more convenient service, the Contractor may offer to contract with all residents for Special Services. The Contractor will be required to provide the Town with copies of the fully executed contracts with the residents for such Special Services. However, the Town will not be responsible for payment to the Contractor for any Special Services.

1.2 The Contractor will be required to implement any and all federal, state, county and local laws, statutes, rules, regulations or ordinances that apply to the Services. If there is a change or amendment to any applicable federal, state, county or local laws, statutes, rules, regulations or ordinances after this Agreement is executed the Contractor will not be entitled in any additional compensation.

1.3 The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or any part of it or any monies due and payable under this Agreement, without prior written approval of the Town.

1.4 The Contractor represents and warrants as follows:

- a. the Contractor is financially solvent and experienced in and competent to perform the Services;
- b. the Contractor is familiar with and in compliance with all federal, state, county and local statutes, laws, ordinances and regulations that affect the Services; and
- c. the Contractor has the sufficient resources, labor and equipment to fully and completely complete the Services and acknowledges that the Town will be relying upon the accuracy, competency, and completeness of Contractor's performance of the Services.

## 1.5 Services

### 1.5.1 Definitions

Added-Stop Increases - In the event that the Town wants to add any stops to the list of Service Stops or Municipal Stops, the Contractor and the Town shall agree on a price for each new stop and shall execute a Change Order as per Section 4.3 below.

Approved Refuse Container - For Curbside Service, each individual residential home must have curbside collection two (2) times per week from an approved Refuse container. Yorktown's Refuse & Recycling Department outlines its program for residential solid waste disposal services on its web site and annual "Guide to Recycling and Disposal Services" flyer. In regard to the collection of residential Kitchen Refuse, based on the attached Property Classification", "210" residents are instructed to place a 32-gallon trash pails, with secure lids, weighing no more than 60 lbs., to the curbside, by 6:00 a.m. for collection by the Town's Contractor; "220", "230", "250" may have additional pails. Upon execution of the Agreement, the Contractor must advise the Town the style, size, gallon capacity and maximum weight of the receptacles since exceptions to the size and type of trash receptacle will occur at a number of households.

For Containerized Service provided to Town Facilities, Waste Receptacles are to be provided, maintained and paid for by the Contractor. Roll-off waste receptacles are excluded, except as set forth herein.

Approved Recyclable Material Container - Residents have already been issued containers for once a week dual stream recycling collection which are sixteen (16) gallon containers. Some residents have obtained at their own cost recycling collection containers which are not more than twenty (20) gallons. For Containerized Service provided to Multi-family complexes a sufficient number of large bins labeled and used solely for Recyclables must be provided and paid for by the Contractor.

Bulle Solid Waste - Solid waste which is too large or too heavy to place in an Approved Refuse Container or an Approved Recyclable Material Container.

Commingled Recyclables - As per the Westchester County Code Chapter 825, as amended from time to time, containers that held food, beverages or soapy cleaners made of glass, plastics, metal, or wax cardboard.

Containerized Service -collection of Refuse from a Multi-Family Waste Receptacle as listed on Appendix C. Any and all containers must fit inside of existing storage facilities at each site.

Curbside Service- collection of Refuse from the street or Town right-of- way in front of a home in a development or on a street that does not have a Town-approved Multi-Family Common Collection Area.

Multi-Family Common Collection Area - a location approved by the Town for residential Refuse and Recycling collections, which location serves a multi-family development as listed on Appendixes B and C attached. In addition, a private multi-family complex within the Town may contract for Special Services with the Contractor. The Contractor will be required to provide the Town with copies of the fully executed

contracts with the residents for such Special Services. However, the Town will not be responsible for payment to the Contractor for any Special Services.

Multi-Family Waste Receptacle - a steel front loader or rear loader waste receptacle of two to six cubic yard capacity with hinged covers.

Pulp - Newspapers, magazine, junk mail, gray or corrugated cardboards.

Refuse - Refuse (i.e., food, wrapping, miscellaneous household items generated in residential homes on a daily basis excluding yard waste, Recyclables, construction & demolition debris and bulk trash) and solid waste, and other material resulting from residential dwellings or Town- owned buildings or facilities, except Refuse shall not include Recyclables, Bulk Solid Waste, biomedical waste or organic yard waste ("Organic Yard Waste") (e.g. accumulations of grass, shrubbery cuttings, leaves, tree branches, and other materials resulting from the care of residential landscaping), which are excluded from this Agreement. Excluded from the definition of Refuse are the following, which the Contractor shall have no obligation to accept or process (herein the "Excluded Wastes"): any radioactive, volatile, highly flammable, explosive, toxic, biomedical, or Hazardous Material or any other waste or material not meeting the requirements of this contract. The term "Hazardous Material" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or and the State of New York. However, it is reasonable to expect that there is a chance of accidental mixing of Excluded Waste with Refuse, and, in such event, the Town must be contacted immediately if the Contractor finds such material.

Recyclables - all recyclables requiring source separation and recycling in the Westchester County Code, Chapter 825, as it may be amended from time to time.

Service Stops - locations or stops where residential Refuse and Recyclables are lawfully deposited by residents residing within the Yorktown Refuse and Garbage District for Curbside Service as listed on Appendix F.

Municipal Stops - stops set forth in Appendix A herein consisting of Town-owned buildings and facilities.

Special Services - driveway or backdoor collection contracted for separately between resident and the Contractor. Special Services may occur on all roads including private or paper roads within the Town. For purposes of this Agreement the Town and the Contractor agree that the weekly Special Services fee shall be no more than \$12.00 per yard for containerized service and \$35.00 per week for driveway service. Special Services excludes bulk trash or yard waste. Such Special Services agreements shall be in writing and comply the applicable statutes, laws, rules and regulations in connection with such services. The Contractor will be required to provide the Town with copies of the fully executed contracts with the residents for such Special Services. However, the Town will not be responsible for payment to the Contractor for any Special Services.

#### 1.5.2 Specifications of Services

The Contractor shall collect Refuse and Recyclables from Town residents in the Yorktown Garbage and Refuse District for only those Service Stops and set forth on Appendixes F and G,

and Appendices A-C. The Price is based on the number of Service Stops and Municipal Stops that exist on the date of this Agreement. The Contractor shall meet with the Town Board on a quarterly basis, or more frequently as needed, to review the performance of this Agreement. The Town Attorney will advise the Contractor when such meetings are scheduled.

Contractor shall abide by the schedule of pickups set forth on the Town's website, as updated from time to time by the Refuse and Recycling Department.

A. Refuse Collection

i. Service Stops and Municipal Stops:

- a. Service Stops listed in Appendixes F and G.
- b. Municipal Stops listed on Appendix A;
- c. Curbside Service at each Service Stop on streets and developments where there is no Town-approved Multi-Family Common Collection Area (includes Fee Simple Ownership Condominium Complexes and/or Homeowner Association Complexes listed on Appendix B); and

ii. Route and Schedules of Refuse Collection:

- a. Refuse collection at the Service Stops and Municipal Stops shall be two (2) times per week. Refuse collection days must be separated in time by at least forty-eight (48) hours.
- b. By December 1<sup>st</sup> of the preceding year, the Contractor shall provide to the Town's Refuse and Recycling Department office a schedule to guarantee exact days of service, including holiday make-up service to insure the required number of collections per week. Such schedule shall also indicate the rates for Special Services.
- c. The Contractor will also be responsible for outreach to residents for holiday schedule changes. The schedule will be subject to approval by the Town Board.
- d. Contractor shall provide the Town at all times with the details of individual daily collection route schedules and keep such information current. Prompt notice of any route changes must be provided to the Town in advance of a particular day's route begins. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each customer affected in a manner approved by the Town, including, but not limited to by mail and news media at least ninety (90) days prior to the change. Failure to comply with the requirements of this subsection will result in the imposition of penalties in accordance with the penalty provisions of 2.4.5 herein.

- e. Contractor shall utilize GPS to track the progress of its trucks to ensure compliance with routes and schedules and, upon request from the Town, shall share the GPS tracking data with the Town.

## B. Recyclable Collection

### i. Schedule of Recyclable Collection

- a. Recyclable collection shall be one (1) time per week;
- b. Pulp Recyclables and Commingled Recyclables shall be kept separate during collection, transport and disposal; and
- c. Vehicles used for collection of Recyclable Materials may include those vehicles with "open" collection body with secure canopies to avoid litter as well as "split packers".

### ii. Source Separation

- a. The Code of the County of Westchester provides that Pulp Recyclables and Commingled Recyclables shall not be intermingled with household Refuse and must be separated out and placed in approved Recyclable Containers. The Contractor shall cause its employees to understand and assist in the enforcement of the Westchester County Source Separation Law;
- b. Contractor agrees to assist the Town in enforcing all recycling laws including those that may be enacted subsequent to the execution of this Agreement;
- c. Contractor further agrees, *inter alia*, that it will abide by County regulations and laws which may require Contractor to reject for collection, at the sole discretion of the Town, household Refuse in which recyclable material have been intermingled and affix Reminder Stickers to such rejected household Refuse or to reject improper Recyclables (especially including 5-gallon pails, toys, plastic bags) not in compliance with Town Code and affix Reminder Stickers to such rejected recyclable material or yard waste.

## C. Hours of service

- i. Collection of Refuse and Recyclables shall be made in residential areas beginning no earlier than 6:00 A.M. and ending no later than 7:00 P.M. Collection should be as early in the day as practicable.
- ii. There shall be no collection service on Sundays, except in time of emergency or to maintain schedules due to holidays in which case collection shall be between the hours of 9:00 A.M. until 5:00 P.M.
- iii. Recyclables can be delivered no later than 5:00 P.M. to the Westchester County Recyclable Material Transfer Station, also known as Northern Tier



Transfer Station, on 167 Roa Hook Road, Town of Cortlandt Manor, New York.

- iv. Holiday schedules must follow the Westchester County holiday schedule (Holiday Schedule for 2023 attached as Appendix D. The Contractor will be required to obtain Westchester County's yearly Holiday Schedules when they become available.
- v. Contractor shall not be required to, but may pick up Refuse and Recyclables on Westchester County legal holidays up to 7 P.M. The Town will not pay County holiday or Saturday tipping fees.
- vi. There shall be an advertised holiday makeup service to insure the required amount of pickups per week. In the event that Contractor's schedule is not the same as the County, the County schedule shall control. Contractor solely will pay for special opening at the Westchester County Recyclable Material Transfer Station in the event that the Contractor chooses to deliver on days requiring special opening.
- vii. If due to unsuitable weather or any other unforeseeable obstacle, Contractor fails to furnish the collection on the scheduled days, Contractor will proceed to the next day's route and, in addition to that, must complete what was left over from the preceding day. Under no condition must a route be more than twenty-four (24) hours overdue from the schedule, provided that the roads are passable. If roads are impassable, as determined by the Town Highway Superintendent or his/her designated representative, the routes will be completed as soon as possible after road clearing. The Town's collection service will not be inconvenienced for any other community.
- viii. If Contractor finds impassable road conditions, Contractor shall immediately notify The Town's Refuse and Recycling Department and Town Highway Superintendent. If Town clears the road within one (1) hour of notification, then Contractor shall complete collections on the same day if there is sufficient time in the day to do so.

#### D. Containerized Service

- i. The Contractor shall provide Multi-Family Recycling Receptacles as set forth in Appendix E at no additional cost to property owners, and shall promptly replace damaged covers or receptacles unless damaged due to no fault of the Contractor.
- ii. Multi-Family Waste Receptacles shall be emptied two (2) times per week and returned to their enclosure area, if any.
- iii. The Contractor shall provide Special Services to any property owner requesting same upon payment of the charge thereof by the property owner to the Contractor which charge shall not exceed the maximum fees for Special Service set forth in this Agreement.

- iv. Appendix E states the minimum number of Multi-Family Recycling Receptacles that the Contractor is required to provide and maintain.

## **ARTICLE 2. CONTRACTOR RESPONSIBILITIES**

### **2.1 Record Keeping:**

2.1.1 The Contractor shall submit to the Town's Refuse and Recycling Department on a monthly basis a report indicating by weight the amount of Refuse, Pulp Recyclables and Commingled Recyclables collected under this Agreement for the preceding month. Copies of tipping receipts must be included. Daily log with Dump Tickets should be furnished to the Town's Refuse and Recycling Department weekly. To the extent possible, the Refuse that is collected on a specific day should be dumped on that day. When possible, there should not be holding of Refuse in Contractor's vehicles. The Contractor shall keep a daily log of quantities of both Refuse and Recyclables picked up and dumped and furnish same to Town. Recycling logs should specify quantities of Pulp separately from Commingled Recyclables. Failure to comply with the requirements of this subsection will result in the imposition of penalties in accordance with the penalty provisions of 2.4.6 herein.

### **2.2 Standards for Collection**

2.2.1 Contractor shall only collect Refuse and Recyclable Materials placed in Approved Refuse Containers and Approved Recycling Containers. For any ineligible items or excessive quantity of refuse which the Contractor rejects for collection, the Contractor must provide written notice to the resident at the time of rejection in the form of stickers explaining why the ineligible items were rejected. Contractor shall provide Town with a daily report of any notices provided hereunder. Failure to comply with the requirements of this subsection will result in the imposition of penalties in accordance with the penalty provisions of 2.4.5 herein.

2.2.2 Contractor shall replace all single-family home Approved Containers back on to the owner's property in orderly fashion with lids on and in the same location they were placed by the owner prior to pick up. Failure to comply with the requirements of this subsection will result in the imposition of penalties in accordance with the penalty provisions of 2.4.5 herein.

2.2.3 Collection Location: All Refuse and Recyclables shall be placed by residents at a location prior to scheduled collection that is readily accessible to the Contractor's personnel. Approved Containers shall be placed at a single collection point. Approved Containers must be removed from curbside enclosures by the individual homeowners or maintenance staff at Multi-Family Complexes (See Appendixes B & C) by 6:00 am.

2.2.4 Contractor does not gain ownership of Refuse and Recyclable Materials collected under this Contract.

## 2.3 Disposal of collected materials:

- 2.3.1 Municipal Solid Waste: Contractor shall dispose of all acceptable Refuse collected under this Agreement at The Charles Point Resource Recovery Facility (Wheelabrator) in Peekskill, pursuant to the Inter-municipal Solid Waste Agreement between the Town and the County of Westchester. In the event that disposal of Refuse collected under this Agreement cannot be made at the Resource Recovery Facility due to operation factors associated with the facility or amendment of the Inter-municipal Solid Waste Agreement, Contractor shall comply with such direction as it receives from the Town Board.
- 2.3.1 Recyclables: Contractor shall dispose of all Recyclables collected under this Agreement to the Westchester County Recyclable Material Transfer Station, also known as Northern Tier Transfer Station, on 167 Roa Hook Road, Town of Cortlandt Manor, New York, unless otherwise directed by the Town. When making deliveries, all trucks must weigh in and weigh out after dumping each type of Recyclable, i.e. Pulp and Commingled Recyclables. The County may elect to collect Recyclables from these containers and deliver them to the County MRF in Yonkers. Should this happen, Contractor may no longer dispose of Recyclables at Northern Tier Transfer Station, and must deliver them to containers and locations as directed by the Town. Title to Recyclables shall be vested in the Town and any payments related to handling or sale of same shall be between the Town and Northern Tier Transfer Station.
- 2.3.2 Mixing: Contractor will insure that there is no mixing of Yorktown Solid Waste or Recyclables collected pursuant to this Agreement with other solid waste or Recyclables, in collection or transportation vehicles or elsewhere, before being deposited at the above-mentioned solid waste facility. Contractor will also insure that there is no intermixing of Recyclables collected pursuant to this Agreement with any other Recyclables, in collection or transportation vehicles or elsewhere, before being deposited at the above-mentioned Recyclables facility. Contractor and Town recognize that when mixing occurs the actual damages suffered by Town are often uncertain and difficult to ascertain or prove; therefore, should the Town determine that Contractor mixed Yorktown's collected waste with that of another entity, submitted false tonnage slips or collected material not covered by this Contract, and that conduct was a material and intentional breach of this paragraph, then the Town may, at its option, after five (5) days' notice to cure to the Contractor, terminate this Agreement in its entirety, extinguishing all rights and obligations thereunder and utilize the performance bond as set forth in Article 9.1. At the Contractor's request, the Town, in its sole discretion, may allow Contractor to cure any breach or violation described in this paragraph and forestall termination of the Agreement by making payment to the Town of up to \$10,000 per incident of violation.

## 2.4 Spillage and Litter:

- 2.4.1 Contractor shall not litter premises in the process of making collections, but

shall not be required to collect any waste material that has not been placed in an Approved Containers or in a manner consistent with the Yorktown Code. Failure to comply with the requirements of this subsection will result in the imposition of penalties in accordance with the penalty provisions of 2.4.6 herein.

- 2.4.2 In the event of spillage by Contractor, Contractor shall promptly clean up the litter. Contractor is not required to clean up Refuse spilled prior to collection. Chronic problems with spilled Refuse shall be referred by Contractor to The Town's Refuse and Recycling Department.
- 2.4.3 During hauling, all Refuse shall be contained, tied or closed so that leaking, spilling or blowing out of trucks or containers is prevented. Canopies must cover the entire frame of cargo area, must be closed with no gaps or holes, and tied tightly. Frame and canopy must cover the full sections while collection continues.
- 2.4.4 Every vehicle used by Contractor for removal or transportation of Refuse or Recyclables shall carry at least one (1) shovel and one (1) broom, and any other equipment which may be necessary for keeping the vehicle clean and for cleaning the area in which such debris is collected.
- 2.4.5 Upon failure of Contractor to return for cleanup of any spillage or failure to fulfill any other requirement of this Contract, Contractor shall be given twenty-four (24) hours' notice to correct the situation, and if it is not corrected within twenty-four (24) hours, Contractor will be charged an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) per breach in any one (1) day, as liquidated damages since it is impossible for the parties to accurately determine the amount of actual damages which will be incurred. Such cost shall be deducted from any money due or which may become due Contractor. Unresolved disputes between Contractor and the Town residents shall be decided by an official or employee designated by the Town. Contractor must have a listed telephone connection in its office. Failure to comply with the requirements of this subsection will result in the imposition of penalties in accordance with the penalty provisions of 2.4.6 herein.

## 2.5 Contractor's Employees

- 2.5.1 Contact person: Contractor shall assign, and maintain at all times a qualified person or persons in charge of the operations in the Town, and shall give the name or names to the Town upon request. The representative will remain immediately available by telephone and email to address with the applicable Town representative performance issues as they arise. Representative will, among other things, provide daily check-ins with the Town, promptly report any interruptions in service to the Town, promptly investigate and resolve any resident complaints, promptly inform the Town when each day's routes are completed.
- 2.5.2 Contractor's collection employees shall wear a clean uniform bearing the company's name.

- 2.5.3 Each employee shall, at all times, carry a valid driver's license for the type of vehicle being driven.
- 2.5.4 The Town may request the removal from work under this Agreement any employee of Contractor who violates any provision hereof, or who is reckless, negligent, or discourteous in the performance of its duties.
- 2.5.5 Contractor shall provide operating and safety training for all personnel on a regular basis and provide the Town with proof of such training.
- 2.5.6 Wages of all employees of Contractor shall meet all requirements of New York State Labor Law. No person shall be denied employment by Contractor for reasons of race, color, religion, gender or national origin.
- 2.5.7 Employees of Contractor shall not be required to expose themselves to dangerous or vicious dogs in order to perform their duties hereunder. All such incidents must be immediately reported to the Town's Refuse and Recycling Department and the Town's Police Department.
- 2.5.8 Contractor shall collect Refuse and Recyclables with as little noise as possible. Approved Containers shall be thoroughly emptied and left at the premises where they are found with lids securely fastened. Under no circumstances, shall collected Refuse or Recyclables be left on Town roads.
- 2.5.9 The work of Contractor shall be performed in a reasonably prompt, workmanlike manner, as required by the terms of this Agreement, and subject to all laws of the Town and all other applicable statutes, rules, regulations and ordinances.
- 2.5.10 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: employees performing Services and other persons and property who may be affected thereby;
- 2.5.11 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

## 2.6 Contractor's Office

- 2.6.1 Contractor shall maintain a written protocol and procedure for handling complaints from the residents and the method the Contractor intends to provide for receiving and attending to all complaints, including any action taken. Such protocol and procedure shall be subject to review and approval by the Town upon the execution of this Agreement and may not be changed without Town written approval. Contractor shall provide the Town with a monthly report (by the 5<sup>th</sup> day of the following month) concerning details of complaints and action taken.
- 2.6.2 The Contractor must maintain an office having a local phone number where

service may be applied for and complaints can be made. The Contractor's office shall be equipped with at least three (3) telephone lines, shall have a responsible person in charge during collection hours, and shall be open during normal business hours 8:30 A.M. to 5:00 P.M., Monday through Friday. A telephone answering service or answering machine capable of recording customer requests, complaints and questions shall operate twenty-four (24) hours per day, seven (7) days per week. Contractor shall provide means to correct a reported missed pickup each weekday until 4:30 P.M. Contractor shall keep a written log of all complaints and the action taken on any complaint. Contractor must designate one primary person to follow up on all complaints within one business day.

## 2.7 Contractor's Equipment:

- 2.7.1 Contractor shall furnish at its own cost and expense the necessary labor and equipment to manage the waste receptacles at the Multi-Family Common Collection Stops and the Municipal Stops, and all other necessary appurtenances as shall permit Contractor, adequately and efficiently, to perform its duties hereunder. Multi-family complexes should not be paying Contractor for containers that are in need of repair or replacement unless damaged due to no fault of the Contractor.
- 2.7.2 All equipment shall be maintained in good, workable condition, The Contractor shall maintain a Federal Motor Carrier Safety Administration out of service record of 27 or better. Should Contractor fail to achieve such record then at each quarterly meeting with the Town Board the Contractor shall present to the Town a written plan for how the Contractor intends to achieve the standard. Satisfactory proof of continued maintenance shall be presented to the Town upon request. Vehicles must be equipped with metal bodies or bodies securely lined with metal and with closely fitted metal covers, so as to prevent the escape of any liquids, Refuse or other articles being carried therein, and shall meet all standards of the Board of Health at all times. Vehicles must be cleaned on a weekly basis. Vehicles used by the Contractor should be clearly marked and designated.
- 2.7.3 Contractor shall collect Recyclables in a two or split compartment vehicle that allows for Pulp Recyclables to be collected in the same vehicle as Commingled Recyclables, yet separated. The compartments for separation of the Pulp Recyclables and Commingled Recyclables shall be adjustable. Vehicles shall be equipped to dump Pulp Recyclables separate from Commingled Recyclables and vice-versa. Compacting trucks may be used for Pulp Recyclables. Contractor will also be responsible for the prompt clean-up (within 24-hours of notice) of any liquid, debris, broken glass, etc., caused by the performance of the services under this contract.
- 2.7.4 Every vehicle used by Contractor in the performance of this Agreement shall be equipped in compliance with federal and state standards, and shall contain an alarm that is activated when the vehicle is in reverse gear. All equipment of vehicles shall conform to all State and Federal safety and emission standards.

- 2.7.5 Every vehicle used by Contractor in the performance of the Agreement shall be equipped with real-time GPS vehicle tracking equipment to allow Contractor and the Town, upon request, to monitor the progress of the vehicles and ensure compliance with routes and schedules.
- 2.7.6 All equipment and vehicles must be kept at all times in a sanitary condition and the judgment of the Town or its agent shall be binding in this regard. Vehicles used for collection of Recyclables must be full enclosed by a metal-framed canopy whenever in motion; a tarpaulin cover is not acceptable.
- 2.7.7 The Contractor will be required to provide authorized representatives from the Town with full and free access to the Contractor's garages and permit inspections of the equipment and vehicles used in performance of this Agreement. Such inspections may include spot checking the Contractor's vehicles before the Contractor begins the collection routes.

### **ARTICLE 3. TERM OF THE AGREEMENT**

3.1 The term of the Agreement is from January 1, 2023 to December 31, 2027. The Contractor has executed an option to extend at the same price of the Agreement for three (3) additional one (1) year terms for a total of eight (8) years, attached hereto and made a part of this Agreement. The exercise of the option is a Town prerogative, not a contractual right on the part of The Contractor. If the Town exercises the option within the time frame prescribed herein, The Contractor shall be contractually bound to perform the Services for the option period(s). Said option shall be exercised by written notification from the Town not less than thirty (30) calendar days prior to the expiration of the Contract.

### **ARTICLE 4. PRICE OF THE AGREEMENT**

4.1 The Price is based on the number of Service Stops and Municipal Stops that exist on the date of this Agreement. The Parties agree that the price for the Services to be performed shall be \$ \_\_\_\_\_ per year ("Price"), which shall not include Special Services and may be increased by Added-Stop Increases in accordance with Section 1.5.1

4.2 Other than the Added-Stop Increases, the Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Services, and may only be changed by a written change order approved by the Town Board.

4.3 Any claim for an increase in the Price shall be based on written notice with supporting documentation delivered to the Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Any change in the Price resulting from any such claim or from Added-Stop Increases shall be incorporated in a change order. All change orders are subject to the determination and approval of the Town Board.

### **ARTICLE 5. INSURANCE**

5.1 The Contractor shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.

5.2 Each certificate or policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract number or description. All policies and certificates of insurance shall be approved by the Town Attorney prior to the inception of any work.

5.3 The specific policies required to be provided by the Contractor are

- i. Workmen's Compensation: The Contractor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
- ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
- iii. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.

5.4 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the Contractor.

5.5 If at any time any of the foregoing policies shall not comply with the foregoing requirements, or if a company issuing any such policy shall lose its "A" Rating with A.M. Best, the Contractor shall, upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the Agreement, at the election of the Town, may, after 15 days' notice to cure to the Contractor, be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

5.6 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Town.

## **ARTICLE 6. PERFORMANCE BOND**

6.1 The Contractor shall provide a performance bond for the Services in the aggregate amount of \_\_\_\_\_ dollars which represents one full year of faithful performance of the Services. Such performance bond shall be subject to the approval of the Town Attorney. The Contractor shall be responsible for any premiums or other costs associated with the performance bond.

## **ARTICLE 7. INDEMNIFICATION**



7.1 The Contractor agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of this Agreement. The Contractor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the Contractor to indemnify the Town, its officers, elected officials, agents or employees from its or their sole negligence.

## **ARTICLES. PREVAILING WAGE RATES AND SUPPLEMENTS**

8.1 The Contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other federal, state, county or local statutes, laws, regulations and ordinances affecting the Services.

8.2 The Contractor shall certify the payrolls, which shall be provided to the Town with each application for payment. The Contractor shall maintain for a minimum of seven (7) years all records required by federal, state, county or local statutes, laws, regulations and ordinances, including:

- i. Record of days and hours worked by each driver, laborer and road foreman in connection with the performance of this Agreement;
- ii. Schedule of occupation or occupations at which each driver, laborer and road foreman in connection with the performance of this Agreement;
- iii. Schedule of hourly wage rates paid to each driver, laborer and road foreman in connection with the performance of this Agreement; and
- iv. A statement or declaration signed by each driver, laborer and road foreman in connection with the performance of this Agreement attesting that they have been provided with a written notice, informing them of the prevailing wage rates and supplements requirement for the contract.

8.3 The Town shall have the right to inspect and audit all records and other data of the Contractor relating to the Services.

## **ARTICLE 9. STOPPING WORK OR TERMINATION OF THE AGREEMENT**

9.1 Upon the occurrence of any of the following events, which continues for seven (7) days after notice to the Contractor, or if the Contractor cannot cure said default within said seven (7) day period, then provided the contractor does not thereafter diligently and continuously prosecute the cure to completion, the Town may terminate this Agreement:

- a. the Contractor is adjudged by a court to be bankrupt or insolvent,
- b. the Contractor makes a general assignment for the benefit of creditors,
- c. a trustee or receiver is appointed for the Contractor or for any of the Contractor's property,
- d. the Contractor files a petition under the bankruptcy laws,
- e. the Contractor disregards material laws, ordinances, rules, regulations, or orders of any public body having jurisdiction over the Contractor,
- f. the Contractor materially disregards the authority of the Town,
- g. the Contractor violates any material term or condition of this Agreement,
- h. the Contractor and/or any corporate officer is convicted of any crime. The Contractor shall have the obligation to immediately advise the Town if the Contractor and/or any corporate officer is charged with any crime or felony, and
- i. the revocation or suspension of any applicable license required to perform the Services - the Contractor shall have the obligation to immediately advise the Town if any proceedings have been commenced to revoke or suspend any applicable license required to perform the Services.
- j. The Contractor has been determined delinquent in paying any applicable taxes and there is no *bona fide* contest by the Contractor to said taxes.

9.2 In the event of an emergency such that the passage of seven (7) days to allow the Contractor to cure would result in material prejudice to the Town, the Town may cure said default on its own and if the default is the result of a breach of this Agreement by Contractor, the Town may seek to recover the Town's cost of cure from the Contractor.

9.3 Where the Contractor's services have been so terminated by the Town, the termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Town will not release the Contractor from liability.

9.4 In the event of termination, the Contractor shall be paid (without duplication of any items) for completed and acceptable services executed in accordance with this Agreement.

9.5 The Contractor will have an obligation to report to the Town any material event or circumstance that would bear on or impact on the Contractor's ability to provide the Services in accordance with the terms and conditions of this Agreement.

9.6 If the Contractor defaults or persistently fails or neglects to carry out the

Services in accordance with the terms and conditions of the Agreement, the Town, after ten (10) days' written notice to the Contractor and without prejudice to any other remedy the Town may have, may make good such deficiencies and may deduct the reasonable cost thereof, including Town's expenses and compensation for the services made necessary thereby, from the payment then or thereafter due the Contractor. If such expenses exceed the amounts thereafter due the Contractor, the Town may seek to recover such expenses from the Contractor in a court of competent jurisdiction.

9.7 Should the Agreement be validly terminated by the Town, the Town shall utilize the proceeds from the Performance Bond to compensate the Town for any damages caused by the Contractor as a result of a breach of its obligations hereunder.

#### **ARTICLE 10. NO DAMAGE FOR DELAY**

10.1 The Contractor agrees that it will make no claim against the Town or any of its representatives for damages for delay, interference or disruption in the performance of this Agreement occasioned by any act or omission to act by the Town or any of its representatives, or occasioned by any act or omission of any other contractor which may have contracted with the Town and further agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein. Notwithstanding the foregoing, such conduct by the Town or any of its representatives may be relied upon by the Contractor as a defense to a claim of breach by the Contractor.

#### **ARTICLE 11. DISPUTED WORK- NOTICE OF CLAIMS FOR DAMAGES**

11.1 If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of this Agreement, the Contractor must promptly, within five (5) calendar days after being directed to perform such work, notify the Town, in writing, of its contentions with respect thereto and request a final determination thereon. If the Town determines that the work in question is contract and not extra work, or that the order complained of is proper, the Town will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim for compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Town's determination and direction, notify the Town, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of The Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

11.2 The Contractor is bound by the provisions of all applicable laws, including but not limited to the General Municipal Law and the Town Law, as related to the presentation of claims.

11.3 While the Contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the Contractor shall furnish the Town daily with three copies of written statements signed by the Contractor's representatives at the site showing:

- i. the name of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and

- ii. the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

## **ARTICLE 12. DAMAGES**

12.1 It is hereby mutually covenanted and agreed that the relation of the Contractor to the Town under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor will be responsible for all damage, loss or injury to persons or property that may arise in or be included during the conduct and progress of said work caused by the negligence of the Contractor, the Contractor's agents, or employees. The Contractor shall hold and keep the Town free and discharged of and from any and all responsibility and liability of any sort or kind related thereto, except due to the conduct of the Town or its officers, employees, or agents. 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. The Contractor shall make good any damages that it causes in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of its neglect or violation of any federal, state, county or local laws, regulations or ordinances.

## **ARTICLE 13. ESTIMATES AND PAYMENTS**

13.1 As the Services progresses but not more often than once a month and then on such days as the Town shall direct, the Contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the Contractor.

13.2 As a condition to the making of any progress payment as set forth in this paragraph, the Town, in its sole discretion may require the Contractor to submit such document as may be reasonably required.

13.3 Together with its application for payment, the Contractor shall also deliver to the Town a verified statement certifying that all claims or liabilities arising from the work completed to date, including all charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") have been presented to the Town. All such claims shall be described in sufficient detail so as to be easily identified. The Contractor's failure to include an item on the verified statement of which the Contractor has knowledge shall constitute a full and final waiver of all such claims against the Town from the beginning of the Agreement term through the date of application for payment. The presentation of the verified statement to the Town shall not constitute an acknowledgement by the Town that any such claim is valid. The Town expressly reserves its right to assert that any such claim(s) is waived or precluded by reason of other provisions of the Agreement. Only claims particularly identified on the Contractor's verified statement shall be preserved; all other claims whatever nature shall be deemed waived and released. It shall also submit proof of title of the materials and equipment covered by the contract.

## **ARTICLE 14. NOTICES**

14.1 Any and all notices required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town of Yorktown:

Town Clerk  
Town Hall  
363 Underhill Avenue  
Yorktown, New York 10598

With a copy to:

Town Attorney  
Town Hall  
363 Underhill Avenue  
Yorktown, New York 10598

To The Contractor:

At the address first above written

With a copy to:

## **ARTICLE 15. ENTIRE AGREEMENT**

15.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the Services to be provided to the Town by The Contractor and supersedes any and all prior agreements, whether oral or written, concerning such employment.

15.2 If one or more of the provisions in this Agreement are deemed by a Court of competent jurisdiction to be void by law, then the remaining provisions will continue in full force and effect.

15.3 This Agreement may not be amended or modified except by an instrument in writing signed by all Parties,

15.4 The Section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the provisions of this Agreement.

15.5 There will be no presumption against any Party (or its counsel) on the ground that such Party (or its counsel) was responsible for preparing this Agreement or any part of it.

## **ARTICLE 16. REQUIRED PROVISIONS OF LAW**

16.1 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any required contractual provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion.

**ARTICLE 17. REPRESENTATIONS SURVIVE**

17.1 The representations, warranties, indemnities, terms and conditions set forth in this Agreement and made by the Contractor shall survive the termination of this Agreement for any reason,

**ARTICLE 18. CHOICE OF LAW**

18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to that State's choice. of law rules. The Parties hereby submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Westchester, in any action or proceeding arising out of or relating to this Agreement.

**ARTICLE 19. BINDING EFFECT**

19.1 This Agreement shall be binding upon the parties and their respective legal representatives, successors, and assigns.

**ARTICLE 20. FORCE MAJEURE**

20.1 In the event that either party shall be rendered wholly or partially unable to carry out its obligations under this Agreement by reasons or causes beyond its reasonable control, including, without limitation, war (whether or not declared), sabotage, insurrection, rebellion, riot or other act of civil disobedience, strike, labor dispute or shortage, act of a public enemy, act of any government, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, or other act of God, or new laws or regulations forbidding or limiting the performance under this Agreement (collectively, "**Force Majeure**"), then the performance of either party or both parties, as they are affected by such cause, shall be excused during the continuance of any inability so caused, but such inability shall be remedied with all reasonable dispatch, including, but limited to, the Town's rights under this Agreement.

INWITNESS WHEREON, the parties hereto have executed this Agreement:

TOWN OF YORKTOWN

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

Approved as to Form

\_\_\_\_\_

Adam Rodriguez, Esq.  
Town Attorney

## APPENDIX A

### SERVICE STOPS FOR TOWN BUILDINGS \*Contractor must supply containers to this facility\*

#### Refuse Only

Highway Department -- 281 Underhill Avenue

Sewer Treatment Plant -- 2200 Greenwood Street

Legacy Ballfield -- Strang Blvd./Woodlands Drive

Parks and Recreation Department -- 176 Granite Springs Road

#### Refuse & Recyclables:

Town Hall -- 363 Underhill Avenue

Yorktown Community & Cultural Center--1974 Commerce  
Street

Court/ Police -- 2281 Crompond Road

J.C. Hart Library -- 1130 East Main Street, Shrub

Oak Water Department -- 1080 Spillway Road,

Shrub Oak Downing Park -- 2881 Crompond Road

Granite Knolls – Stony Street

Sylvan Glen Dog Park – Morris Park

#### Recyclables *only*:

Refuse and Recycling Department - 2279 Crompond Road

Yorktown Fire Company -- Commerce Street

Jefferson Valley Fire Company -- Lee Blvd

**APPENDIX B**

**FEE SIMPLE OWNERSHIP CONDOMINIUM  
AND HOMEOWNERS ASSOCIATION COMPLEXES**

(individual curbside collections)

<b>COMPLEX</b>	<b>ADDRESS</b>	<b>KITCHEN REFUSE</b>	<b>RECYCLING</b>
Bridle Ridge	Curry/Poplar	Monday and Thursday	Tuesday
Glassbury Court	Catherine Street	Tuesday and Friday	Thursday
Huntersbrook Condo	Route 132	Monday and Thursday	Friday
Mogul Park Co-op	Off Amazon Road	Tuesday and Friday	Tuesday
Ponderosa	Adela Court	Monday and Thursday-	Monday
Wood II Condos	Rochambeau Drive	Monday and Thursday	Thursday



APPENDIX C

**CONTAINERIZED SERVICE - MULTIFAMILY COMMON COLLECTION  
SERVICE STOPS**

<b>COMPLEX</b>	<b>ADDRESS</b>	<b>KITCHEN REFUSE</b>	<b>RECYCLING</b>	<b>ENCLOSURE/ CORRAL WITH PAILS <i>(pulled out prior to pick up)</i></b>
Ansonia Lodge	1860 East Main Street	Monday and Thursday	Monday	2
Beaver Ridge Apartments	Allan Avenue	Tuesday and Friday	Thursday	10
Canterbury Crossing	Route 132	Monday and Thursday	Friday	13
Cedar Pond	Garden Lane	Tuesday and Friday	Thursday	
Coach NFour Apartments	East Main Street	Monday and Thursday	Friday	12
Court Yard	3675 Old Yorktown Rd.	Tuesday and Friday	Friday	
Crompond Crossing	Old Crompond Road	Tuesday and Friday	Tuesday	20

<b>COMPLEX</b>	<b>ADDRESS</b>	<b>KITCHEN REFUSE</b>	<b>RECYCLING</b>	<b>ENCLOSURE/ CORRAL WITH PAILS <i>(pulled out prior to pick up)</i></b>
Gateways Apartment	East Main Street	Tuesday and Friday	Friday	
High Meadow Condos	Hill Blvd	Monday and Thursday	Friday	
Horn Circle	Off Rt. 6	Monday and Thursday	Monday	
Jefferson Woods Apartments	Strang Blvd	Monday and Thursday	Friday	10
Jefferson Village:	Hill Blvd.	Monday and Thursday	Friday	
	Condo I	Monday and Thursday	Friday	
	Condo II	Monday and Thursday	Friday	
	Condo III	Monday and Thursday	Friday	
	Condo IV	Monday and Thursday	Friday	
	Condo V	Monday and Thursday	Friday	
	Condo VI	Monday and Thursday	Friday	
	Condo VII	Monday and Thursday	Friday	
	Condo VIII	Monday and Thursday	Friday	
	Condo IX	Monday and Thursday	Friday	
	Condo X	Monday and Thursday	Friday	
	Condo XI	Monday and Thursday	Friday	

COMPLEX	ADDRESS	KITCHEN REFUSE	RECYCLING	ENCLOSURE/ CORRAL WITH PAILS <i>(pulled out prior to pick up)</i>
Kensington Estates	East Main St.	Tuesday and Friday	Monday	
The Landing	Off Lexington Avenue	Tuesday and Friday	Tuesday	21
Lakeside Colony Condos	Off Route 6	Tuesday and Friday	Tuesday	
Maple Brook	Strang Blvd.	Monday & Thursday	Friday	
Mohegan commons	Lexington avenue	Monday & Thursday	Tuesday	
Mohegan Woodlands Co-op	Baker Street	Tuesday and Friday	Tuesday	
Old Yorktown Village	Lexington Avenue	Tuesday and Friday	Tuesday	4
Overlook Commons	Rochambeau Drive	Monday & Thursday	Thursday	
Scenic View Condos	Rochambeau Drive	Monday & Thursday	Thursday	
Surrey Court	(Rt. 6N) East Main Street	Monday & Thursday	Friday	
Trump Park	Barger Street	Monday & Thursday	Tuesday	12

COMPLEX	ADDRESS	KITCHEN REFUSE	RECYCLING	ENCLOSURE/ CORRAL WITH PAILS <i>(pulled out prior to pick up)</i>
Underhill Apartments	Railroad Avenue	Tuesday and Friday	Thursday	
Villas-on- Lake Condos	Off Route 6	Tuesday and Friday	Thursday	4
Wynwood Oaks Apartments	East Main Street, Shrub Oak	Tuesday and Friday	Monday	
York Farm Estates Apartments	Baldwin Road	Tuesday and Friday	Thursday	
York Ridge Apartments	Rochambeau Drive	Monday & Thursday	Thursday	Four (4) receptacle sites for recyclables

**APPENDIX D**

**WESTCHESTER COUNTY HOLIDAY**

**SCHEDULE 2023**

**WESTCHESTER COUNTY HOLIDAY SCHEDULE  
2023**

<b>HOLIDAY</b>	<b>DATE</b>	<b>DATE(S) OBSERVED</b>
NEW YEARS DAY	JANUARY 1, 2023	MONDAY, JANUARY 2
MLK JR DAY	JANUARY 16, 2023	MONDAY, JANUARY 16
PRESIDENTS DAY	FEBRUARY 20, 2023	MONDAY, FEBRUARY 20
MEMORIAL DAY	MAY 29, 2023	MONDAY, MAY 29
INDEPENDENCE DAY	JULY 4, 2023	TUESDAY, JULY 4
LABOR DAY	SEPTEMBER 4, 2023	MONDAY, SEPTEMBER 4
COLUMBUS DAY	OCTOBER 9, 2023	MONDAY, OCTOBER 9
ELECTION DAY	NOVEMBER 7, 2023	TUESDAY, NOVEMBER 7
VETERANS DAY	NOVEMBER 11, 2023	FRIDAY, NOVEMBER 10
THANKSGIVING	NOVEMBER 23, 2023	THURSDAY, NOVEMBER 23 FRIDAY, NOVEMBER 24
CHRISTMAS	DECEMBER 25, 2023	MONDAY, DECEMBER 25 TUESDAY, DECEMBER 26 WEDNESDAY, DECEMBER 27

Appendix E

**TOWN OF YORKTOWN  
REFUSE & RECYCLING DEPARTMENT  
PHIL MARINO, GENERAL FOREMAN**

**\*CONTRACTOR WILL SUPPLY THE FOLLOWING TOTES & CONTAINERS  
(4/25/22)**

<i>CONDO</i>	<i>RECYCLE TOTES/CONTAINERS</i>
Beaver Ridge	10 TOTES
York Farm	2 YARD CONTAINER
Ansonia Lodge	2 TOTES
Villas on the Lake	1 -2 YARD 4 TOTES
The Landing	22 TOTES
Old Yorktown Village	3 TOTES
Trump Park	8 TOTES
Jefferson Woods	9 4-BOTTLES 5-PAPER
Canterbury Crossing	13 TOTES
Coach 'N Four	9 TOTES
Mohegan Commons	0