

**BID MANUAL**  
  
for  
  
**SOLID REFUSE AND WASTE COLLECTION AND  
DISPOSAL SERVICES**

November 16, 2021

Binghamton-Johnson City Joint Sewage Board  
4480 Vestal Road  
Vestal, New York 13850  
Phone: 607-729-  
Fax:

2975  
607-729-3041

## GENERAL CONDITIONS

### 1.0 BASIC PROVISIONS

1.1 The Project: SOLID REFUSE AND WASTE COLLECTION AND DISPOSAL SERVICES.

1.2 Date of Commencement: January 1<sup>st</sup>, 2022

1.3 Date of Completion: December 31<sup>st</sup>, 2022

1.3A This agreement may be renewed for two successive like time periods WITH NO CHANGES IN TERMS AND/OR CONDITIONS, upon mutual agreement between the Board and the successful Bidder.

1.4 Retainage: n/a

1.5 Liquidated

Damages: n a

1.6 Insurance:

Worker's Compensation	Statutory
Public Liability and Property Damage	\$1 Million, Combined Single Limit
Automobile Liability	\$1 Million, Combined Single Limit

The Board shall be named an additional insured on all liability policies. All policies shall be non-cancelable without thirty (30) days prior written notice to the Board. The Contractor shall deliver to the Board, within ten (10) days of the Date of Commencement, a certificate of insurance demonstrating that such insurance is in effect.

1.7 Contractor: As used in these General Conditions, the term "Contractor" refers to the Bidder to whom a contract is awarded for the Project.

### 2.0 CONTRACTOR'S SERVICES

2.1 Scope of Services

The services to be rendered under this Agreement shall include all of the labor, materials, and equipment necessary to complete the work described in the Specifications.

2.2 Revision of Scope of Services

The Board may, at any time, by written order, make changes within the scope of services. If the Contractor claims that such changes will cause an increase or decrease in the cost of, or time required for, performance of its services, the

indirectly out of, errors and/or negligent acts by the Contractor, as aforesaid, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claim at its sole expense even if such claim is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Board for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the Board, its members, agents or employees.

#### 7.4 Costs

The Contractor shall be responsible for and will pay to the Board all reasonable costs, including attorney's fees, incurred by the Board in the event that:

- (i) The Contractor breaches its duty to defend the Board as required by the Agreement;
- (ii) The Contractor brings an action or proceeding against the Board for an alleged breach of the Agreement and the Contractor fails to prevail in the litigation; or
- (iii) The Board brings an action against the Contractor for an alleged breach of the Agreement and the Board prevails in the litigation.

### 8.0 MISCELLANEOUS PROVISIONS

#### 8.1 Applicability of Prevailing Wages and Supplements

To the extent that the services covered by this Agreement are performed in conjunction with a "public work" defined in Article 8 of the New York Labor Law, and/or the federal Davis-Bacon Act, the Contractor shall ensure compliance with all requirements applicable regarding maximum hours of work and payment of prevailing wages and supplements to tradesmen, mechanics, laborers or workmen. Plans and specifications for the "public work" project shall be timely submitted to the Fiscal Officer of the Board together with a proposed classification of the tradesmen, mechanics, laborers or workmen to be employed by the Contractor and all contractor/subcontractor personnel in order for the Fiscal Officer to certify as to the classification of such personnel and make the required determination of the schedule(s) of minimum wages and supplements to be paid or provided such tradesmen, mechanics, laborers or workmen in

accordance with the applicable provisions of Article 8 of the New York Labor Law.

#### 8.2 Exemption From Sales and Use Taxes

The Board is exempt from paying New York State or local sales taxes on any material which it purchases. The Contractor shall not include sales taxes or compensating use taxes of the State of New York or of any city or county in the State of New York for any supplies or materials to be used by the Contractor for any on behalf of the Board which are exempt from such taxes.

#### 8.3 Captions

The titles or captions of articles and paragraphs of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Agreement or in any way affect the Agreement.

#### 8.4 Nomenclature

Materials, equipment, methodologies or other work described in words which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with this Agreement.

#### 8.5 Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

#### 8.6 Successors and Assigns

This Agreement shall bind the successors, assigns, and representatives of the parties hereto. **The Contractor shall not assign any right or interest in this Agreement or delegate, sublet or transfer any obligation hereunder without the written permission of the Board. Any assignment or delegation attempted by the Contractor without written permission of the Board shall be wholly void and totally ineffective for all purposes.**

#### 8.7 Invalid Provisions

If any term or provision of this Agreement or the application thereof to any agency, person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of

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