

**PUBLIC NOTICE  
INVITATION TO BIDDERS  
VILLAGE OF OYSTER BAY COVE**

**PLEASE TAKE NOTICE** that the Incorporated Village of Oyster Bay Cove will receive sealed bids for the collection, removal and disposal of all garbage, designated recyclables, refuse and trash from dwellings in the Village of Oyster Bay Cove at the Office of the Attorneys for the Village, Humes & Wagner, LLP, 147 Forest Avenue, Locust Valley, New York, until 11:00 a.m. on Friday, February 12, 2021, at which time and place bids will be opened and publicly read.

Each bid must be accompanied by a certified check made payable to the Village of Oyster Bay Cove in the sum of \$500 as assurance that the bid is made in good faith, and also a statement of non-collusion as required by Section 103d of the General Municipal Law.

If the bidder whose bid is accepted shall fail to comply with the above requirements within ten (10) days after being notified his bid was accepted, the certified check deposited as aforesaid shall be forfeited as liquidated damages. All proposals shall be submitted only on the forms provided.

Bids shall be sealed and marked on the outside of the envelope, *"Bid for the Collection, Removal and Disposal of Garbage, Designated Recyclables, Refuse and Trash"* and shall be publicly opened and read at the aforesaid hour and date.

The successful bidder shall be required to furnish liability insurance, property damage insurance and Worker's Compensation insurance with the Village as a named insured.

The Board of Trustees reserves the right to select the bid, the acceptance of which in its judgment will best serve the efficient performance and guaranteed completion of the work, to waive any informality in any bid, and to reject any and all bids presented, or to award the contract to other than the low bidder, if in the opinion of the Board, the best interest of the Village may be served thereby.

Specifications and Form of Agreement may be obtained online at [www.oysterbaycove.net](http://www.oysterbaycove.net) or at the Office of the Village Attorney, Humes & Wagner, LLP, 147 Forest Avenue, Locust Valley, NY between the hours of 10:00 a.m. and 4:00 p.m., Monday thru Friday.

**BY ORDER OF THE BOARD OF TRUSTEES  
INC. VILLAGE OF OYSTER BAY COVE**  
Joanne A. Casale  
Village Clerk

Dated: January 27, 2021

## VILLAGE OF OYSTER BAY COVE

### INSTRUCTIONS TO BIDDERS

1. **Specifications** - Specifications, including the Form of Agreement, may be obtained at the Village Attorneys' office between the hours of 9:00 a.m. and 4:30 p.m., Monday thru Friday or off the Village website - [www.oysterbaycove.net](http://www.oysterbaycove.net). They may be obtained from this office at no charge.
2. **Bids** - Bids must be enclosed in sealed envelopes addressed to the Village Clerk. The envelope must show the name of the Bidder and must be marked in accordance with instructions contained in the Notice to Bidders.
3. **Opening of Bids** - Bids will be publicly opened and read at the time and place given in the Notice to Bidders. Bidders, or their authorized agents, and other interested parties, are invited to be present.
4. **Bid Form** - The Bidder must submit its Bid on the form provided in the Specifications. All blank spaces must be filled in correctly and in ink, except for terms not being bid on which shall be marked "N/A". Irregularities in the Bid, such as omissions, additions, conditions, or alternate bids, or irregularities of any kind, may be grounds for the Village to reject the Bid. All items on the "*Qualifications of Bidders*" form must be filled in and submitted with the Bid.
5. **Signature of Bidders** - The firm, corporate or individual name of the Bidder must be listed in ink by the Bidder in the space provided for the signature on the Bid Form. Business addresses must be given. In the case of a corporation, the title of the officer signing must be stated and such officer must be duly authorized. In case of a partnership the signature of at least one of the partners must follow the firm name.
6. **Withdrawal of Bids** - Bids, when filed, shall be irrevocable.
7. **Bid Security** - Each Bid must be accompanied by a Certified Check in the amount of \$500 made payable to the Village as assurance that within ten (10) days after notice of award of the Contract, the successful Bidder will enter into such Contract for the proper execution of the work and also provide within that time the required Performance Bond and certificates of insurance.

The bid security of all Bidders will be retained until the execution of the contract, the delivery of the Performance Bond and Certificates of Insurance, or the rejection of all bids. In default of entering into such contract, making the required Bond, and/or providing the appropriate certificates of insurance, the bid security accompanying such Bid shall be forfeited to the Village, for liquidated damages for delay and additional costs which may be incurred by the Village, by reason of such default.

8. **Competency of Bidders** - The Village reserves the right not to consider any bid unless and until the Bidder shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, experience, and financial resources to fulfill the terms and conditions of the Contract and Specifications. A minimum of five (5) years experience in similar work for Villages in Nassau County is deemed necessary. See form entitled "*Qualifications of Bidders*", which must be completely filled in by all contractors submitting Bids.
9. **Financial Statement** - The Village reserves the right, prior to consideration of bids, to require each Bidder to submit with its Bid a financial statement prepared and signed by a Certified Public Accountant setting forth in detail all his assets, liabilities and net worth at the close of his most recent fiscal year or other date within the last twelve (12) months. Failure to submit such financial statement will be sufficient cause for rejection of a Bid.
10. **Rejection of Bids** - The Board of Trustees of the Village reserves the right to reject any and all bids, to waive any informality in any bid, or to accept any bid which, in its sole opinion, is in the best interests of the Village, as set forth in the Notice to Bidders.
11. **Basis of Payment** - Payments to be made by the Village under the Contract shall be on a **unit price basis** and the number of units (*dwelling*s) shall be determined by the Village before any payment is approved, all as set forth in the Form of Agreement. The number of dwellings (750) is the approximate number of completed homes in the Village at this time, and is intended only as a guide to the bidder and a number to be used in determining the "*total amount*" of the Contract.

**Unit Price Bid** - Contractor pays all disposal fees, including future increases.

12. **Familiarity With Work** - the Bidder is cautioned not to submit a Bid until the scope of the work to be performed, including number and types of dwellings, sizes of properties and distances apart, and also the Specifications, Form of Agreement, Village's disposal contract, etc., have been carefully examined. Submission of a Bid will be considered acknowledgment of the Bidder's familiarity with all details of the work.
13. **Recycling Program** - The Bidder shall have a recycling program which complies with all applicable governmental law, rules and regulations.
14. **Laws and Permits** - The Bidder is assumed to have made itself familiar with all Federal, State and Local Laws, Ordinances and Regulations, which in any manner affect those engaged or employed on the work, or in any way affect the work. The Contractor will be required to obtain at his own expense, all licenses and permits necessary to carry on the work, as set forth in the Form of Agreement.
15. **Municipal Permits** - No bid shall be considered or accepted unless the Bidder has obtained the necessary permits from the appropriate municipal agency having jurisdiction to engage in the business of removing, collecting, transporting or disposing of all material collected under this contract. The type and number of the permits must be noted in the space indicated on the Bid.

16. ***Public Liability and Property Damage Policy*** - In addition to the insurance requirements outlined in the Agreement, the Contractor will be required to furnish proof before executing a Contract that it carries satisfactory Public Liability and Property Damage Insurance, naming the Village as a named insured, for the following minimum policy limit:
  - \$1,000,000 - Each occurrence
  - \$2,000,000 - Aggregate
  - \$5,000,000 - Excess Liability/Umbrella
17. ***Workers' Compensation Insurance*** - Workers' Compensation Insurance shall be carried by the Contractor at the Contractor's own cost and expense, and proof of same to be furnished to the Village before executing a Contract.
18. ***Performance Bond*** - At the option of the Village, a performance bond, in a form approved by the Village Attorneys in an amount up to \$50,000 may be required to ensure the faithful performance by the successful bidder of all terms and conditions of the Contract.
19. ***Terms of Contract*** - The term of the Contract awarded shall be for five (5) years.
20. ***Effective Date of Contract*** - If any Contract is awarded under these Specifications, the effective date for its commencement shall be June 1, 2021.
21. ***Acceptance of Bids*** - The Village will sign the Contract with the successful Bidder, or will reject all bids within sixty (60) calendar days after the opening of Bids.
22. ***Equipment*** - All equipment shall be in proper working order to perform all functions under the contract and, thereafter, during term of contract, shall be properly maintained including free from leaks.

## QUALIFICATION OF BIDDERS

All Bidders must fill in these items **completely** where required.

1. Name of Bidder \_\_\_\_\_

2. Previous work of similar nature performed for Villages within the past five years:

	Village of	Village of	Village of
a) Phone No.	_____	_____	_____
b) Address of Village Office	_____	_____	_____
c) Name, Title, Phone No. of Village Official responsible for supervision and enforcement of contract	_____	_____	_____
d) Type of pick-ups ( <i>curbside or rear</i> )	_____	_____	_____
e) Number of stops	_____	_____	_____
f) Days per week: Garbage Recyclables <b>Rubbish</b>	_____ _____ _____	_____ _____ _____	_____ _____ _____
g) Contract Price - Lump Sum	_____	_____	_____
h) Date of Award	_____	_____	_____

3. General Business Reference (*List at least two*):

Name	Occupation & Business Address	Phone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Bank reference (*Name, Address and Phone No.*)


## 5. Bidder's Facilities:

Address of Office

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Address of Maintenance Garage

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List of equipment to be used in performing this contract:

<i>Type and Make of Truck</i>	<i>Model Year</i>	<i>Capacity in cu. yds.</i>	<i>Indicate if Owned or Leased</i>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>	<hr/>

## 6. Number of Employees to be used for collection work:

Drivers:

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Helpers:

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7. Present Organization: Collection Employees  
Office and Supervisory Employees

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Signature of Bidder

**CERTIFICATE OF NON-COLLUSIVE  
&  
NON-INVESTMENT BIDDING**

I, \_\_\_\_\_, \_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_ (business)  
(hereinafter described as "*the bidder*") doing business at \_\_\_\_\_  
\_\_\_\_\_

being duly sworn, depose and say that I submitted a bid in the amount of \$ \_\_\_\_\_  
for (*describe job*) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
  - d. That each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

Sworn to before me this  
day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

**"EXHIBIT A"**

**Bid**

**\*\* UNIT PRICE INCLUDES PAYMENT OF ALL DISPOSAL TIPPING FEES \*\***

Board of Trustees

Date:

Dear Sirs:

The undersigned agrees to furnish all labor, materials and equipment necessary for the collection, removal, and disposal of garbage, designated recyclables, refuse and trash in the Village of Oyster Bay Cove, New York for approximately 750 dwellings, in accordance with the requirements of the Specifications and Form of Agreement which are made a part hereof, for the amounts set forth as follows:

6/1/21 Year 1	6/1/22 Year 2	6/1/23 Year 3	6/1/24 Year 4	6/1/25 Year 5
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**PROPOSAL A**

Monthly unit price based upon two (2) pick ups per dwelling, including back door pick up service, per week for household garbage and refuse and recyclables in a single stream. Vendor will sort out the recyclables as per their recycling program.

\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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**PROPOSAL B**

Monthly unit price based upon two (2) pick ups per dwelling, including back door pick up service per week for household garbage and one (1) additional pickup per week per dwelling for recyclables.

\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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The undersigned further agrees to enter into a Contract to execute the work as stipulated in the Specifications and Form of Agreement within ten (10) days after acceptance of the Bid. In default of compliance with any of these conditions on its part, the certified check hereto attached shall, at the option of the Village, become the property of the Village of Oyster Bay Cove as ascertained and liquidated damages for such default, otherwise said check is to be returned to (me) (us).

The undersigned hereby declares that it is the only corporation or person(s) interested in this bid, that it is made without any connection with any other person making another bid for the same contract; that the bid is in all respects fair and without collusion or fraud, and based upon compliance with all laws, ordinances and regulations of governing bodies having jurisdiction.

The undersigned further agree(s) to furnish Certificates of Public Liability, Property Damage and Workers' Compensation Insurance for the required amounts within ten (10) days after the acceptance of the Bid, and to keep such insurance in force for the full time until completion of the Contract. In the event of any claim, demands, actions, etc., due to injuries or damages sustained in connection with the performance of the Contract, full responsibility for defending or settling the same shall be assumed by the undersigned.

Address:

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Nassau County Permit No. \_\_\_\_\_

By: \_\_\_\_\_  
(Name of Owner, Partner or Officer)

\_\_\_\_\_  
Title



## VILLAGE OF OYSTER BAY COVE

### GARBAGE COLLECTION, REMOVAL, AND DISPOSAL AGREEMENT

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **INCORPORATED VILLAGE OF OYSTER BAY COVE**, with offices at 68 West Main Street, Oyster Bay, NY 11771, a municipal corporation organized and existing under and by virtue of the laws of the State of New York (hereinafter called the "**Village**") and (hereinafter called the "**Contractor**") with its offices at \_\_\_\_\_

#### WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. ***Terms of Contract***

The Contractor shall perform for the Village the services of collection and disposal of all solid waste, including refuse, garbage, designated recyclables, rubbish, ashes and bulky trash for a term of five years (5) years beginning on the 1st day of June, 2021 and ending on the 31<sup>st</sup> day of May 2026.

a) The Village shall have the option, by giving at least five (5) days written notice to the Contractor, to require the Contractor to commence services prior to the foregoing commencement date, in which event the end date of the term of the this agreement shall remain unaffected. In such event, the Village shall pay the Contractor for such services prior to the foregoing commencement date on a pro rata basis based upon the agreed contract price for the first year of this agreement.

2. ***Collection and Removal of Garbage, Recyclables, Rubbish and Other Refuse***

The Contractor shall collect and remove from all dwellings, including back door pick up service, within the corporate limits of the Village all garbage, designated recyclables, refuse and rubbish and other refuse at least two (2) days per week as per "Proposal A" or 3 days per week as per "Proposal B", (both as detailed on the bid sheet annexed hereto as *Exhibit A*) exclusive of Sunday, fifty-two (52) weeks per year. Collections shall be made between the hours of 7:00 A.M. and 4:00 P.M. except that no collection will be required on holidays when the disposal sites are closed, in which case the collection shall be made on the next succeeding business day.

3. ***Collection Rate and Payment***

The parties hereto agree that the rate for removal of garbage, designated recyclables, refuse and trash as hereinbefore specified, is based upon per month per stop cost as set forth on "Exhibit A" as annexed hereto.

The Village shall pay the Contractor for its services, if fully performed pursuant to this Contract, a monthly amount equal to the above rate per stop multiplied by the number of dwellings served for that entire month, as verified by the Village, on the first day of the month for which payment is claimed. The Contractor shall start collection from newly occupied homes immediately, without claim for compensation for services performed before the first of the next succeeding month. Each monthly amount shall be paid not later than the 30<sup>th</sup> of the month succeeding that in which the services shall have been performed. The Contractor shall bill the Village for each monthly amount prior to the 5th day of each succeeding month. Such bill shall be submitted to the Village in the form of a claim for the amount due for services rendered during the preceding month, such claim to be submitted on the standard form in use by the Village.

4. The parties acknowledge the aforesaid rate of removal is based on the Contractor paying all related dumping and incinerator charges.

5. ***Original Number of Stops and Notice of Changes***

As of the initial date of this Contract, it is agreed by the parties that there are approximately 750 stops for the collection of garbage, rubbish, recyclables, refuse and bulky trash from dwellings. All payments shall be made on the basis of these 750 stops, except when either party has notified the other in writing of an increase or decrease in the number of stops and such change is acknowledged by the other party. Any notice of increase or decrease in the number of stops must be received by the party prior to the 5th day of the month following the month for which such number is to be applied in order to be valid for computation of the payment for services rendered in such month.

6. ***Equipment, Dumping and Disposal***

The Contractor shall load all solid waste, as collected, on motor trucks approved by the Department of Health of Nassau County and shall transport such material from and out of the Village for disposal at an approved and legal site which may be designated by the Board of Trustees. The cost of disposal shall be paid promptly by the Contractor to ensure that the Village shall not be subject to any liability in connection with the disposal of solid waste. The Contractor shall abide by all Village Sanitation Ordinances and laws, rules and

regulations of the Federal Government, State of New York, Nassau County and the Town of Oyster Bay as they relate to removal from the Village and disposal of all solid waste. All trucks used shall have watertight bodies constructed to prevent dripping of liquids on the street. One truck shall be a self-packing type with completely enclosed bodies of not more than 17 cubic yard capacity. The Contractor shall also be required to operate and use at least one small pick-up truck with a dump body having a capacity of not more than one (1) ton to service areas which are not readily accessible to the larger self packing type truck. Materials collected shall be handled by the Contractor to be properly contained during transportation and prevent spillage. In no case shall the Contractor overload any vehicle or permit solid waste to fall on the roadway or private properties. In the event of any solid waste or other materials being dropped, spilled or dripped in handling or in transportation, the same shall be removed immediately by the Contractor in a proper workmanlike manner. All vehicles used by the Contractor in the performance of this Contract shall be separately numbered and kept in good order and repair and painted, cleaned and disinfected to the satisfaction of the Village Board of Trustees and shall be maintained and operated in accordance with the New York State and Public Health Ordinance of Nassau County. The Contractor shall periodically thoroughly disinfect each vehicle with disinfectant and shall at all times keep such vehicles in a clean and sanitary condition including free from leaks.

7. ***Method of Collection***

- (a) Cans and other receptacles containing household solid waste and refuse shall be removed from all premises at locations designated by the occupant, and after emptying shall be replaced where found with the covers or lids of said receptacles replaced so that they fit tightly thereon. The Contractor shall remove the receptacles themselves only when notified to do so by the agent, owner or occupant of a premises. The Contractor shall not be required to move or empty any single container or article weighing more than one hundred (100) pounds.
- (b) The Contractor, his agents, servants or employees, shall handle garbage cans and other receptacles which are the property of the owner, agent or occupant of a premises, in a careful and quiet manner, so that such cans or receptacles shall not be damaged, or to disturb the residents during handling.
- (c) The Contractor, his agents or employees in the collection of solid waste shall, when entering upon the premises of a dwelling, use only established walks or traveled ways and shall not trespass upon lawns or other portions of premises, without the express permission of the owner, occupant or agent.

- (d) No person shall be employed who is considered by the Village as incompetent or disorderly.
  - (e) All new occupants who require trash to be collected from a premises shall notify the contractor in advance of the designated collection date.
  - (f) During collection and disposal, unless the Contractor provides for sorting of recyclables at an off-site location and submits evidence to the Village's satisfaction that recycling is in fact done off premises, all recyclables are not to be commingled with any other solid waste, unless otherwise authorized by the Board of Trustees.
8. For the purpose of this agreement, the following terms shall have the below definitions:

***"Solid Waste"*** – Includes garbage, recyclables, trash, refuse and rubbish, but shall not include hazardous waste, non-processible waste and building materials or Contractors' wastes.

***"Garbage"*** – Includes all putrescible kitchen waste and other household waste, including non-recyclable cans and bottles, paper, rags, cardboard, fireplace ashes, dirt and dust.

***"Refuse" or "Rubbish and Other Refuse"*** – Includes all leaves, grass and plant clippings, weeds, branches, limbs, wood, metal baled paper and any other discarded non-putrescible materials of any character whatsoever which can be placed in containers weighing altogether not more than 100 pounds or tied in bundles weighing not more than 50 pounds.

***"Special Pick-Up"*** – Includes articles such as furniture, bed springs, mattresses, clothing, boxes, wood, metal, which cannot be placed in containers and which weigh not more than 200 pounds.

***"Recyclables"*** – Includes newsprint and designated plastic, glass and metal containers.

***"Household Solid Waste"*** – Includes garbage and recyclables as defined above.

The Village reserves the right to amend the above definitions by resolution of the Board of Trustees.

Without any additional charge, the Contractor shall provide a dumpster, or as needed pickup of Refuse or Rubbish and Other Refuse at the Village Police Station, in a size agreed upon between the parties.

9. Building materials, or contractor's wastes are only to be included within the terms "*garbage, ashes, rubbish, bulky trash and other refuse*" when it can be placed in a single container (maximum weight limit of 100 lbs). If not, than such material shall be removed at the homeowners expense.

10. ***Special Pick Ups***

Special pickups shall be made on a timely basis, promptly after the Contractor receives such request from the occupant of property in the Village. The Contractor may charge the property owner for such special pickup, in an amount agreed upon between the Village resident and the Contractor. The resident is to be billed directly by the Contractor for all special pickup. At all times during the term of the agreement, the Contractor shall provide the Village with a current fee schedule for special pickups which include common household items, construction debris and excessive landscape debris, among other items, which fee schedule shall be applicable to all special pickups listed on such schedule.

11. ***Recycling Program***

The Contractor shall have a recycling program, which must comply with all governmental law, rules and regulations. Contractor must commence recycling program immediately upon commencement of contract and continue such program throughout the contract term. The recycling program attached to the bid sheet shall be part of the contract, and any alteration or modifications shall be approved by the Village prior to the implementation. Contractor shall maintain records of compliance by residents with respect to the recycling program, and shall provide such records to the Village upon request.

12. ***Licenses and Compliance with Laws and Regulations***

The Contractor shall comply with all requirements of Federal, State, and local laws, the Ordinances of the Village and regulations of the disposal site, and when requested, shall furnish the Village with appropriate evidence of such compliance. The Contractor at all times shall comply with any and all rules, regulations and ordinances of any Health Department, Health Officer, Board of Trustees, Official of the Village, or any person having jurisdiction in the matter, now in force or hereinafter made. The Contractor shall procure, at his own expense, any licenses requisite to the performance of this Contract. No license fee shall be charged by the Village to the Contractor for performance of work under this contract.

13. ***Contractor Indemnification***

The Contractor shall indemnify and hold harmless the Village and its officials, employees or agents from any and all claims arising out of any violation of any law, rule, regulation and order by the Contractor, its employees or agents; or from any and all claims for loss, damage or injury to person or property of whatever kind or nature arising from the operation of this agreement; or from the negligence or carelessness of the Contractor, its employees and agents. Contractor further expressly agrees to reimburse the Village for all reasonable attorneys' fees and expenses arising from the defense of any claim for which it is indemnified.

14. ***Insurance***

The Contractor shall maintain at a minimum the following insurance giving evidence of same to Incorporated Village of Oyster Bay Cove on the form of Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum, copy of the Additional Insured Endorsement, providing 30 days' notice of cancellation, non-renewal or material change. C105.1 form or State Insurance Fund Certificate for Workers Compensation and DB120.1 Certificate for NYS Disability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Incorporated Village of Oyster Bay Cove's discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

I. **Workers Compensation and NYS Disability**

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage
	Employers Liability – Unlimited
	Waiver of Subrogation in favor of <b>Incorporated Village of Oyster Bay Cove</b>

II. **Commercial General Liability**

Coverage and Limits	Occurrence - 1988 ISO or equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Fire Damage \$ 50,000
	Medical Expense \$ 5,000

Additional Insured	<b>Incorporated Village of Oyster Bay Cove, all elected and appointed officials, employees and volunteers</b> using ISO Form CG2026 or equivalent including products and completed operations coverage on a primary and non-contributory basis.
Extensions – Mandatory	Aggregate Limits to apply per project. Full Contractual Liability extending to Hold Harmless. Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.

The general liability is to be primary and non-contributory. The general liability must not include any exclusion, limitation or restriction pertaining to exterior work height or “action over” type claims or “injury to employee or subcontractor” exclusions. Waiver of Subrogation is the favor of the additional insured.

### III. **Automobile Insurance**

Limit	\$1,000,000. Combined Single Limit
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Additional Insured	<b>Incorporated Village of Oyster Bay Cove, all elected and appointed officials, employees and volunteers</b>
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### IV. **Umbrella Liability**

Coverage	Umbrella Form or Excess Follow Form of primary general liability and auto liability
Limit	\$5,000,000.

Additional Insured	<b>Incorporated Village of Oyster Bay Cove , all elected and appointed officials, employees and volunteers</b>
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### 15. ***Performance Bond***

The Contractor shall execute and deliver to the Village a Performance Bond, in a form approved by the Village in the amount of \$50,000, to insure its timely and faithful performance of all terms and conditions of this agreement. Such bond shall be issued by a surety company acceptable to the Village. In the alternative to the aforesaid surety bond, the Contractor may post a \$20,000 cash bond with the Village, which shall be maintained at such amount at all times during the term of this contract. Contractor shall be required to replenish the cash bond as disbursements are made from the bond amount.

16. ***Village Inspection of Equipment***

At any time during the term of the Agreement, the Village may designate a person or persons to act on behalf of the Village as its agent under this contract, and the Village reserves at all times the right of inspection and approval of the Contractor's equipment used in the performance of this Contract, his facilities for maintenance of such equipment, and of any and all steps taken by the Contractor in the performance.

17. ***Contractor's Default and Village Option to perform Upon Contractor's Default***

Where the Contractor shall fail to observe any of the terms and conditions of this Contract, or shall fail to perform the work contemplated thereby, or fail to comply with any laws, ordinances or regulations of governing bodies having jurisdiction, the Village shall have the right, on forty-eight hours written notice to Contractor, to (1) cancel the contract and hold the Contractor liable for damages, or (2) to cause the work to be performed by another Contractor, without waiving or nullifying the contract, and to charge the cost thereof against any sums of money due or owing or thereafter to become due and owing from the Village, and in case such moneys shall be insufficient, the Contractor hereby agrees to pay the remaining amount to the Village upon demand, or the Contractor's surety, as provided in paragraph 14, shall become liable for such payment.

18. ***No Assignment of Contract***

The Contractor will not assign, transfer, convey, sublet or otherwise transfer his obligatory rights, or interest under this contract, to any person, corporation or association without the previous written consent of the Village.

19. ***Charge Back***

In case the Contractor shall fail to observe any of the terms and conditions of this Contract, or shall fail to perform the work contemplated thereby, or fail to comply with any law, ordinances or regulations of governing bodies having jurisdiction, the Village shall have the option to cause the same to be performed as agent of the Contractor, and to charge the cost thereof against any sums of money due, or thereafter to become due, from the Village, and in case such money shall be insufficient, the Contractor hereby agrees to pay the same to the Village upon demand, or the Contractor's surety shall become liable for such payment.

20. ***Bankruptcy of Contractor and Termination of Contract by Village***

In the event the Contractor shall be declared bankrupt, or a petition for bankruptcy or reorganization shall be filed by or against the Contractor, or the Contractor shall make an assignment for the benefit of creditors, or take the benefit of any State or Federal insolvency statute, or in the event a receiver shall be appointed of his property, or in the event the Contractor shall fail to faithfully and efficiently carry out the terms and conditions of this



Contract, or in the event of the creation of a sanitary district or garbage district including all or any portion of the territory of the Village, the Board of Trustees of the Village may, at its option, terminate this Contract by giving to the Contractor thirty (30) days prior notice in writing of its intention to do so, addressed to the Contractor at his last known address.

21. ***Amendment***

No modification or amendment of the contract shall be effective or binding unless in writing and signed by the authorized representatives of the parties. This contract contains all the terms and conditions of the agreement between the parties.

22. The Contractor shall operate and maintain at all times during the term of this contract a help line, satisfactory to the Village, which may be used by occupants of property in the Village to report failures or omissions to pick up waste pursuant to this agreement, property damage, or other problems or concerns, and to arrange for special pickups. All such reports and requests shall be logged by the Contractor, and a weekly report of each such resident report or request shall be submitted to the Village no later than Monday of the week following the week in which the resident report was made. Such weekly report provided to the Village shall include with respect to each such resident report or request the location involved in the report or request, the person who made the report or request, the nature of the report or request, and the action taken by the Contractor in response to such report or request.

23. ***Severability***

In any section, clause, phrase, or provision of this contract shall be adjudged invalid, illegal, or unlawful, then such section, paragraph, clause, provision, it shall be severed from the contract and all other provisions shall remain in full force and effect.

24. ***Waiver***

The failure of the Village to enforce any provision of this contract shall not be deemed a waiver thereof nor shall it effect the validity of the contract or impose any liability whatsoever upon the Village.

25. ***Notification***

All communications or notice from the contractor to the Village shall be made in writing by certified mail, return receipt requested, to the attention of the Village Clerk.

26. ***Venue***

The parties hereby agree that any action, suit, or proceeding arising out of this contract or the interpretation thereof shall be heard in a court of appropriate jurisdiction located in Nassau County, New York.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST:

\_\_\_\_\_  
Village Clerk  
(SEAL)

VILLAGE OF OYSTER BAY COVE

By: \_\_\_\_\_  
Charles Goulding, Mayor

\_\_\_\_\_

## ACKNOWLEDGMENT

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

On the                    day of                    , in the year Two Thousand Twenty One, before me the undersigned, personally appeared, Charles Goulding, as Mayor of the Incorporated Village of Oyster Bay Cove, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK        )  
COUNTY OF                        ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand \_\_\_\_\_, 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