



TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

BID SPECIFICATIONS
RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL SERVICES
FOR THE
RIVERHEAD REFUSE AND GARBAGE DISTRICT

BID DUE BY: 4:00 PM ON JULY 27, 2017

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**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the **RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES** for the Riverhead Refuse and Garbage District will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **4:00 p.m. on July 27, 2017** and will be publicly opened and read aloud at **11:00 a.m. on July 28, 2017**.

Specifications and guidelines for submission of bids are available on the Town website at www.townofriverheadny.gov, click on "Bid Requests" beginning **June 15, 2017**.

All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

All bids must be submitted to the Town Clerk's Office, at the address stated above, in a sealed envelope clearly marked "**RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES**". Proposals must be received by the Office of the Town Clerk by no later than **4:00 p.m. on July 27, 2017**.

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF RIVERHEAD
Diane M. Wilhelm, Town Clerk

INTRODUCTION

The purpose of this bid proposal is to procure residential solid waste, bulk waste, yard waste, and recyclables collection and disposal services for Contract Bid Areas (CBA) A through F in the Town of Riverhead Refuse and Garbage Collection District, under the terms and conditions set forth herein.

The Map of the Contract Bid Areas A through F is provided in Appendix A at the end of this Bid Package and is a part of the Contract documents for the collection and disposal of residential solid waste and recyclables. The map identifies street locations and the boundary of each of the six Contract Bid Areas. The current collection schedules for solid waste, recyclables and yard wastes in each CBA are annexed in Appendix B. The successful Bidder shall follow these schedules until proposed changes are approved by the Town Engineer.

Bidders are advised that a bid for the collection and disposal of residential solid waste, recyclables, yard waste and bulk waste may be for any or all of the six Town CBAs for the contract term.

All bidders are advised that the provision of waste disposal services or recycling services to the District and all CBAs therein is reserved to the Town, and that the provision of disposal or recycling services by any other contractor is not authorized under this procurement. Contractors are not authorized to collect or deliver solid waste or recyclables under their Contracts which are not solid waste and recyclables described within this Procurement, and no solid waste and recyclables generated elsewhere.

It is the intent of this Contract to facilitate the separate collection of recyclables so as to maximize their disposal at recycling and composting facilities as they are made available.

Bidders may submit bids on any or all CBAs. Notwithstanding same, the Town reserves the right to limit the number of CBA awards to one company if determined to best protect the interests of the residents of the District and in the best interest of the Town.

Table 1
Factor to be applied to Property Classifications to Determine “Equalized Contract Units” in Each Contract Bid Area (CBA)

210/240/250/260/270	215/220	230	280
1.0	1.5	2.0	2.5

Table 2
Number of Parcels in Each CBA by Property Classification

CBA	210/240/250/260/270	215/220	230	280
A	1676	19	3	11
B	1848	40	3	16
C	1169	44	4	35
D	1234	83	10	26
E	2275	26	1	12
F	1559	32	3	33

Table 3
Tentative Equalized Contract Units in Each Contract Bid Area

CBA	# of Equalized Units
A	1738.00
B	1946.00
C	1330.50
D	1443.50
E	2346.00
F	1695.50

Notes to Table 2:

- a. The number of parcels shown in Table 2 are computer generated and reflect the Town’s tentative Assessment Roll for 2017/2018.
- b. The actual numbers of parcels for the first year of the contract will be fixed upon the signing of the Contract.
- c. Woodcliff Park, located at Oakleigh Avenue in Baiting Hollow, contains 217 cottages that are inaccessible to collection trucks, therefore, this development is not included in the District.

- d. The requirement for collection shall not be dependent on certificate of occupancy or pre-existing use on the taxable status date but instead based upon inspection and determination by the Office of the Assessor, Engineering Department, and Planning & Building Department. Note, in addition the Town has several residences limited to season occupancy, the Town reserves the right to change the designation of the assessment code based upon a change in occupancy.

1.0 INSTRUCTIONS TO BIDDERS

1.1 DESCRIPTION OF THE BID PACKAGE

The Bid Package contains the following:

- a. Notice to Bidders and Introduction
- b. Bid Instructions
- c. Contract Specifications

Forms:

- a. Proposal Forms for Bid
- b. Identification of Equipment
- c. Form of the Bid Bond
- d. Form of the Performance Bond
- e. Qualification and Disclosure Statement
- f. Statement of Non-Collusion
- g. Non-Discrimination Statement

Appendices:

Appendix "A"- Map of Contract Bid Areas A-F *Bid Area C will no longer include 39 condominium units located on Oakleigh Avenue in Bating Hollow.

Appendix "B"- Current Collection Schedules for CBA A-F

Appendix "C" - NYS Prevailing Wage Rates

Appendix "D"- Contract Carter Monthly Report Form

1.2 BIDDER'S RESPONSIBILITY

Prospective bidders should make a personal inspection of the CBA(s) on which bids will be submitted. Bidders should be familiar with any and all unique characteristics of the CBA(s), including waste volumes, population demographics, traffic patterns and street layouts, which may affect the performance of work. The Town makes no warranty or representation of the specific amounts or composition of waste/recyclables to be generated in any CBA, or as to any correlation between historical delivery records and future waste generation in any CBA. Historical waste delivery data from the prior district contract will be made available at the Town's Department of Engineering. Submitted bids should be

based on actual conditions in the field.

If you have any questions about the bid package, contact the Town Attorney in writing on or before July 14, 2017.

By submission of a bid, each bidder represents that it personally inspected the CBA(s) and is fully familiar with all types of stops, and that it is thoroughly familiar with the Contract documents and any addenda issued.

Each CBA shall be the subject of a separate contract awarded to the lowest responsible bidder for that CBA.

Bidders are advised of the Town's right to make alterations in the boundary of any CBA, either before or during the Contract.

The bid shall include the complete cost of furnishing all labor, equipment, and fees to complete the work in accordance with the Contract specifications, including all of the expenses incidental thereto. The Contractor shall assume all risks and responsibility and shall complete the work under whatever conditions he/she may encounter or create, without extra cost to the Town.

The bidder represents and warrants that the bidder is financially solvent and competent to perform the work under the Contract and to furnish all equipment therefore, and that he/she is familiar with all laws, regulations, and ordinances which in any way affect the work of those employed hereunder.

1.3 PREPARATION OF THE BID

Each bid must be:

- a. Prepared in black or blue ink or typewritten on the forms provided.
- b. Completed with all information requested.
- c. Enclosed in a sealed, opaque envelope labeled with name and address of bidder, and RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES.

- d. Received by the Town Clerk at the Riverhead Town Hall by the date and time specified in the Notice to Bidders

1.4 BID SECURITY

The bid must be accompanied by a certified check (drawn on a solvent bank or trust company with its principal place of business in New York State) or a bid bond (conforming to the Town's bid bond form) and with a surety company approved by the Town in an amount not less than five percent (5%) of the base bid annual contract price for 2018, for each CBA bid, made payable to the "Town of Riverhead".

The unsuccessful bidders, within 20 days after the bids are awarded, will have their Bid Security returned. The Bid Security for the successful bidder(s) will be returned after the award and the filing and approval of the Performance Bond, the signing of the Contract, and the filing of the required insurance certificates. Each bid shall be binding for a period of 60 days after the date the bids are opened to the extent Contractor/Bidder is awarded the bid.

1.5 SUBMISSION OF THE BID

The following enclosed documents must be completed and included in the bid submission:

- a. Bid Forms for Bid
- b. Identification of Equipment
- c. Bid Bond or Certified Check
- d. Renewable Performance Bond
- e. Qualifications and Disclosure Statement
- f. Non-Collusion Statement
- g. Non-Discrimination Statement

Omissions, additions, items not required or other irregularities of any kind may constitute sufficient cause for the rejection of a bid. In case of any discrepancy between written words and numbers, the written words will govern. Any mathematical error(s) on the Bid Form shall be corrected by the Town to the lowest number.

The Town reserves the right to take such steps necessary to determine the responsibility of the bidder to perform the obligations under the contract and request additional information about a bidder's qualifications to perform the work. Each bidder agrees to provide such additional information within three business days of receiving a written request for such information. The Town reserves the right to reject any bid where information has not been provided or investigation of available evidence or information does not satisfy the Town that the bidder is qualified to carry out the terms of the contract.

1.6 BINDING BIDS

Each bid shall be binding for a period of 60 days after the date set for the opening of bids.

1.7 RECEIPT AND OPENING OF THE BIDS

All bids must be received by the Town Clerk by **4:00 p.m. on July 27, 2017** at Town Hall, 200 Howell Avenue, Riverhead, New York 11901. Said bids will be publicly opened and read aloud by the Town Clerk in the meeting room in Town Hall at **11:00 a.m. on July 28, 2017**.

1.8 DETERMINATION OF A SUCCESSFUL BIDDER

The Town will determine the successful bidder upon price, ability to perform the work, and such other factors listed below.

The lowest bid for each CBA shall be determined based on the aggregate total for the five year contract period. The annual contract bid prices must reflect the cost of actual services being provided during each of the five years. Variation of annual contract bid prices by more than ten percent (10%) shall be grounds to disqualify a bidder.

In addition to price, the lowest responsible bidder will be determined after the following factors have been considered:

- a. The ability, capability and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder has the facilities and financial ability to perform the contract or provide the service promptly, or within the time specified, without delay or interference;

- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The bidder's record of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The quality, availability and adaptability of the equipment and services to the particular use required;
- g. The number and scope of conditions attached to the bid.

1.9 ACCEPTANCE OF BID

The Town reserves the right to determine the manner in which successful bidders will be selected as required by the best interests of the Town. The Town reserves the right to negotiate with the lowest bidder(s) a reduction in the bid price. The Town reserves the right to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make an award in a manner consistent with law, deemed in the best interest of the Town.

Successful bids will be awarded by a Resolution of the Town Board. No other act of the Town shall constitute the award of a bid. After the Town notifies the successful bidders of the awarding of the contracts, the bidders shall have 20 days following the receipt of such notice to supply the necessary Performance Security, Town financial administrator's certificate and insurance policies, obtain a license to collect solid waste within the Town and to execute a formal contract with the Town for their CBA(s) at a time and place designated by the Town Attorney.

1.10 CHANGE OF OWNERSHIP

Any sale, purchase, transfer, assignment or other change in possession or ownership of twenty-five percent (25%) or more of the stock or other indication of ownership of the Contractor after the award of the Contract shall be subject to the prior approval of the Town. Any prospective purchaser or new owner shall submit all qualifications and disclosure information as submitted by the Contractor and shall provide access to its books and records to enable the Town or its agents to conduct a background investigation, which shall be a prerequisite for consent to the sale, purchase or other transfer of ownership.

1.11 AUTOMATIC ADJUSTMENT FOR DWELLING UNIT CHANGES

Contract payment adjustments will be made in accordance with the contract units as set forth in the Introduction based on the type of property receiving service. The number of contract units within the CBA will be adjusted on the last business day of each month and shall apply to payments due for collection service in that month or part thereof.

1.12 SUBCONTRACTS AND ASSIGNMENTS

As per New York State General Municipal Law work shall not be subcontracted or assigned without the prior written approval of the Town Board. Approval of subcontracts shall be at the discretion of the Town Board. If the Contractor violates this section, the Contract shall be revoked and both the Contractor and subcontractor shall forfeit all monies earned during this Contract.

1.13 EXCHANGE OF CONTRACTS BETWEEN SUCCESSFUL BIDDERS

The successful bidders shall have five calendar days from the notice of award to request exchanges of CBA's among themselves so as to consolidate routes. For an exchange to be considered, the following criteria must be met and explained in writing:

- a. The proposed exchanges must be approved by the Town Board.
- b. The exchanging Contractors must agree to perform the Contract for the CBA at the equalized Contract unit cost per year awarded by the Town or the equalized Contract unit cost actually bid by the performing Contractor for that CBA, whichever is lower.
- c. The number of CBA's serviced by a single contractor shall not be increased or reduced as awarded by the Town.
- d. Any request to exchange CBA's shall not extend the date to execute the Contracts.

If an exchange is approved, the Contractor's equalized contract unit cost bid for the respective CBA's shall be adjusted to comply with subparagraph b above.

2.0 CONTRACT TO BE EXECUTED

2.1 PREAMBLE

The Parties: This Contract is between the Town Board of the Town of Riverhead, acting as the governing body of the Town of Riverhead Refuse and Garbage District and the Contractor who was awarded a Contract to provide the services described herein.

Purpose of the Contract: This Contract is for the collection and disposal of Solid Wastes, Recyclables, Bulk Waste and Yard Waste which are regularly generated by only Residential Dwellings within the CBA's as specified herein. The following materials SHALL NOT be collected: grass clippings, Hazardous Wastes, explosives, radioactive wastes, soil and stones, automobile parts which weigh more than 50 pounds, Construction and Demolition Debris (except for the equivalent of "do-it-yourself" home improvements, provided it is set out for collection in the same manner as and together with other solid Wastes), any wastes from outside the Town and dangerous materials such as poisons, acids, caustics and Infectious Wastes.

It is also the intent of this Contract to facilitate the separate collection of Recyclables so as to maximize their disposal at recycling and composting facilities designated herein and may be within the Contract Term. Recyclables are to be managed and processed separately as recyclables.

2.2 DEFINITIONS

Annual Contract Price: The product of the number of equalized contract units multiplied by the unit cost bid.

Bags: Plastic sacks designed for Solid Waste with sufficient wall strength to maintain integrity when tied at the top and lifted and having a loaded weight of not more than 50 pounds.

Bulk Waste: Non-putrescible items and materials including, but not limited to, appliances, household furnishings and all other items of Solid Waste larger than two feet by two feet by four feet or heavier than 50 pounds.

Bundle: Solid Wastes which are securely tied together forming an easily handled package not exceeding two feet by two feet by four feet in size and 50 pounds in weight.

CBA: Contract Bid Area, a designated section of the Riverhead Refuse and Garbage District within which Solid Waste collection and disposal services are provided to all residential dwelling units under a Contract administered by the Town.

Construction and Demolition Debris: Solid Waste resulting from the construction, remodeling, repair, and demolition of structures.

Container: A re-useable receptacle made of plastic or metal with a capacity of not more than 45 gallons, a loaded weight of not more than 50 pounds, a tight-fitting lid and handles of adequate strength for lifting.

Contract: The entire Bid Package, Bid Response and all other documents required by the Town for the Contract to be effective, including but not limited to the Performance Bond, Map of Routes, Insurance Certificates, Disclosure Statements and Amendments.

Contractor: The person, partnership or corporation under Contract with the Riverhead Refuse and Garbage District providing Solid Waste collection and disposal services in a designated CBA(s).

Disposal Facility: A facility licensed or permitted for the acceptance, transfer, disposal or processing of Municipal Solid Waste.

Equalized Contract Unit: The product of the number of a type of residential parcel multiplied by the factor applicable to that type of residential parcel.

Garbage: Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and other non-recyclable household waste products.

Hazardous Waste: Any chemical, compound, mixture, substance or article that is designated by the United States Environmental Protection Agency, the New York State Department of Environmental Conservation, the Suffolk County Department of Health Services or the Town Engineer to be "Hazardous" as that term is defined by, or pursuant to, Federal, State, or local laws, rules and regulations.

Recyclables: Components of Solid Waste so designated by the Town Board, which currently includes newsprint, magazines, junk mail, craft quality paper, corrugated cardboard, low grade paper, metal food and beverage containers, glass bottles and jars, plastic containers, and aluminum foil. The Town Board may designate or delete any item or material as recyclable under this Contract without modification of the Contract Bid Price.

Residential Dwellings: Those residential properties classified on the Town's Assessment Rolls as property types: 210 (one family), 215 (one family with an accessory apartment), 220 (two-family), 230 (three family), 240 (single house on ten or more acres), 250 (estate with one house), 260 (Seasonal), 270 (free standing mobile home), and 280 (multiple family- 3/5 unit dwelling).

Solid Waste: All materials set out for collection and disposal or recycling except sewage, Hazardous Waste, and any other material designated by the Town Board. Solid Waste includes Bulk Waste, Garbage, Recyclables, White Goods, and Yard Wastes.

Tipping Fee: The charge for disposing of Solid Waste at a Disposal Facility, also known as a "disposal fee".

Town: The Town of Riverhead and the Riverhead Refuse and Garbage District.

Unit Cost: The Annual Contract Price divided by the Equalized Contract Units.

White Goods: Discarded metal household goods, such as appliances, stoves, refrigerators,

washing machines, bed springs or other large metal wastes, as determined by the Town Board.

Yard Wastes: Any accumulation of leaves, branches, shrubs, thatch, trees and other similar material generated by the maintenance of residential property set out for collection in Bags, Paper Bags, Bundles or Containers. **Grass clippings shall not be considered yard waste, and are not subject to collection under this Contract.**

Paper Bags: Large capacity, compostable, heavy duty, kraft bags made for the disposal of Yard Waste.

Contract Year: Shall be the calendar year from January 1 to December 31.

2.3 SCOPE OF CONTRACT

2.3.1 Term of Contract

This Contract shall become effective on the day of execution and covers services for the period of January 1, 2018, through December 31, 2022, plus the optional extensions.

Upon the mutual agreement of the Town and the Contractor, by written notice, at least 60 days prior to the expiration of the initial term of this Contract, or any extension thereof, said term may be renewed up to two times, each for a one year interval. The Contract Price for each one year extension period will be calculated

Based on any change from the previous year in the Consumer Price Index (CPI-U) for All Urban Consumers Indexes and percent changes for selected periods New York-Northern New Jersey-Long Island NY—NJ-CT-PA (CUURA101SA0) as published by the U.S. Department of Labor using the following formula:

$$UC = Z + \frac{(CPI-U \text{ for July 2017, 2018, 2019, 2020} - CPI-U \text{ for July 2016, 2017, 2018, 2019})}{CPI-U \text{ for July 2016, 2017, 2018, 2019}}$$

CPI-U for July 2016, 2017, 2018, 2019

*calculations shall be consistent with the formula above if options to extend are exercised for 2023 and/or 2024

CPI-U = Consumer Price Index for All Urban Consumers for selected areas, all items indexed for the New York-Northern New Jersey-Long Island NY—NJ-CT-PA

UC = Adjusted Unit Cost for contract years 2019, 2020, 2021, 2022 and if applicable, Option to Extend for 2023 and 2024.

Z = Unit Cost for 2018

2.3.2 Compliance With Laws

The Contractor shall, at its own expense and cost, comply with all applicable laws, rules and regulations, including but not limited to those governing the inspection and licensing of equipment used in the performance of this Contract, and the Town of Riverhead Local Law 8-1991, as amended, entitled, "Solid Waste Management", Chapter 273, Code of the Town of Riverhead.

All provisions required by law to be included in this Contract are hereby deemed included in this Contract as if set forth in length. Without limiting the foregoing, attention is especially drawn to the New York State Labor Law, Article 9, entitled, "Prevailing Wage for Building Service Employees" Sections 230 and 231, which govern the Carting Industry (Appendix C).

2.3.3 Insolvency

If at any time prior to the date herein fixed as the termination of the Contract Term, there shall be filed by or against the Contractor, in any Court pursuant to any statute either of the United States or any State, a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within 30 days thereof the Contractor fails to secure a discharge thereof, or if the Contractor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, this Contract may be declared canceled and terminated and in which event neither Contractor nor any person through or under Contractor or by virtue of any statute or of an order of any court shall be entitled to the Contract nor any rights therein.

If the Contract is annulled under this article, the Contractor shall not be entitled to any damages on account thereof, nor shall such annulment affect the right of the Town to recover against the Contractor, or his surety, damages which may arise, or for extra costs which may be incurred by the Town as the result of the failure of the Contractor to carry out the terms of the Contract.

2.3.4 Breach of the Contract

If a Contractor fails to perform, or fails to perform its obligations under this Contract, in a manner satisfactory to the Town, or fails to perform said obligations in compliance with the requirements of applicable Federal, State, County, and Town laws, rules and ordinances, the Town shall have the right to take whatever corrective action as the Town deems appropriate, including but not limited to withholding of Contract Payments, terminating the Contract and/or calling upon the Surety which has issued the Performance Bond.

2.3.5 Excusable Non-Performance

Neither the Contractor nor the Town shall be liable for the failure to fulfill its responsibilities as provided for in this Contract, nor for any resultant damages or

financial losses if such failure is caused by supervening conditions entirely beyond the control of either party hereto due to an act of God, war, governmental order or regulation. If the Town Engineer determines that the event which caused the disruption of services has ended and the Contractor does not resume service immediately after notification by the Town Engineer that the event which caused the disruption of services has ended, the Contractor's failure to immediately resume services shall constitute a breach of contract by the Contractor.

2.3.6 Assignment of Contract

In accordance with Section 109 of the General Municipal Law of the State of New York, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract, nor of his right, title or interest therein, or his power to execute the Contract, to any other person or corporation without the previous consent, in writing, from the Town.

Penalties for violation of this section are set forth in General Municipal Law Section 109(2). Except for the sale or transfer of five percent (5%) or less of the shares of a publicly traded corporation, any change in stock ownership of a corporate Contractor, other than a transfer caused by the death of a stockholder, shall constitute an assignment and require the prior consent of the Town.

2.3.7 Joint and Several Liability

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable for Contract violations.

2.3.8 Binding Effect

The provisions, covenants and conditions of this Contract are binding upon and inure to the benefit of the parties, their successors, representatives, heirs and assignees.

2.3.9 Amendment of the Contract

No modification or amendment to the terms hereof shall be effective or binding upon the Town unless written and signed by the authorized representatives of the Town and the Contractor. A signed original is to be fastened to the original contract kept by the Town Clerk and a signed original delivered to the Contractor.

2.3.10 Notification

All communications or notices between the Contractor and the Town shall be made in writing, by certified mail, return receipt requested; if to the Town said notification shall be addressed to the attention of the Supervisor of the Town of Riverhead, with a copy to the Town Engineer, and if to the Contractor at the address shown on the Contract, unless otherwise amended in writing. Any verbal notices shall be confirmed in writing within ten days in the same manner.

2.3.11 Performance Security

The successful bidder shall execute and furnish to the Town a Renewable Performance Bond or cash bond consistent with the awarded bid. The form of the Renewable Performance Bond is attached. The Contractor shall deliver the Performance Bond or cash bond no later than December 26, 2017.

The successful bidder shall provide a Renewable Performance Bond in a yearly amount equal to the Equalized Contract Units for the CBA multiplied by the Contract Bid Price for the applicable year. The Performance Bond shall be in effect for the entire term of the Contract.

A new Performance Bond shall be executed and furnished for any extension of the Contract in the amount of the annual total Contract Price for that extension year. Such Performance Bond or cash bond shall be delivered to the Town no later than September 15th prior to the commencement of the new extension year.

Failure of the Contractor to provide a Performance Bond or cash bond as set forth above, or the failure of the Contractor to maintain a Performance Bond in full force and effect for the duration of the Contract Term or during any extension thereof, shall constitute a breach of Contract.

The performance bond must be provided by an entity licensed by the New York State Insurance Department to provide Surety bonds in the State of New York. The bond provider must have a current Best's Key Rating of A-IV or better, and must be capable of writing bonds in the amount required by this Contract, as determined by the United States Government Circular 570: Department of Treasury Listing of Approved Sureties.

If at any time the Town becomes dissatisfied with any surety upon the bonds, or, if for any other reason, such bonds cease to be adequate security to the Town, the contractor shall substitute an acceptable bond in a form and sum satisfactory to the Town and signed by a new surety satisfactory to the Town. The premiums on the substitute bond shall be paid by the Contractor.

2.3.12 Inspection and Annual Disclosure

The Town shall have the right to appoint or designate inspectors to ascertain whether or not the Contractor is performing the terms of this Contract. The Contractor, after sufficient notice from the Town of the identity of the inspectors, shall allow the inspectors free access at all reasonable times to any and all of the Contractor's facilities and/or equipment and shall abide by the decisions and determinations of the Town.

Annually on January 2nd during the term of the Contract and any extension thereof, a corporate Contractor, other than a publicly traded corporation, shall file a statement, under oath, with the Town Clerk setting forth: the name, address and date of birth of each and every stockholder; the name, address and the date of birth of every director; and the name, address and date of birth of every officer.

(This information is only required once for each individual and it is sufficient to name the individual as an officer and director or officer and stockholder, as the case may be.)

2.3.13 Conditions Precedent

After this Contract is awarded, but before it is executed and becomes effective, the Contractor must submit the following items to the Town Engineer and Town Attorney for approval. Submission of same in a form satisfactory to the Town is a condition precedent to the execution of this Contract:

- a. A map of the CBA indicating thereon the route to be followed by the Contractor's trucks, the number of the houses on each block, and the proposed days of collection;
- b. Proof of Insurance;
- c. Performance Security;
- d. The name and telephone number of the Contractor's supervisor who will manage the services within the CBA; and
- e. A list of the equipment to be used to service the CBA including year, and make of the chassis and make, year, copy of current NYS vehicle registration and capacity of the truck body. Note, all equipment MUST comply with the bid specifications.

2.3.14 Indemnification

The Contractor agrees to indemnify and hold harmless the Town, its agents, employees or other persons against loss or expense, including attorneys' fees, by reason of the liability imposed by law upon the Town, except in cases of the Town's sole negligence, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Contract, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Town, its employees or agents, or any other person, and such indemnity shall not be limited by reason or enumeration of any insurance coverage herein required.

The above indemnification, insured by Contractual Liability Insurance, shall be identified and its language typed on the reverse side of the comprehensive general liability certificate.

2.4 SERVICE AND PERFORMANCE

2.4.1 Obligation of Residents

All residents receiving service under this Contract shall place all Solid Wastes immediately adjacent to the paved roadway (curbside) *unless notification by Town Engineer of requirement for alternate location as set forth in 2.6.4 below, before 6:00 A.M. on the scheduled collection days in bags, bundles, or containers, commingled recyclables must be in containers as specified by the Town Board, not in plastic bags, corrugated cardboard, magazines and newspapers must be in bundles or paper grocery bags or as specified by the Town Board. Yard Waste may be placed in containers, paper bags, or bundles.

Garbage must be secured from animals in containers or in strong, sealed bags. White Goods and Bulk Waste must be in a safe condition.

Residents shall keep the lifting weight of containers, Bags and bundles each below 50 pounds, shall not place Hazardous Waste in the Solid Waste and make separate arrangements for the disposal of construction debris as generated by home improvement contractors and large auto parts exceeding 50 pounds.

2.4.2 Collection Service

Solid Wastes shall be collected between 6:00 A.M. and 3:30P.M. on Monday through Friday, unless modified by the Town Code or prior permission is given by the Town Engineer. **ALL STREETS WITHIN EACH CBA SHALL BE SERVICED ON EVERY COLLECTION DAY YEAR ROUND.** This means that the collection vehicle must travel the length of every street in the CBA.

The Contractor shall collect Solid Wastes as follows:

- a. Garbage shall be collected twice each week, from each unit, on either Monday and Thursday or Tuesday and Friday. The limit of Solid Waste collected per day is four Bags, Bundles or Containers.
- b. Once each week on Wednesday all Bundles, Containers or items of Recyclables, without limit as to number or quantity.
- c. Once each week on Thursday or Friday, up to six White Goods and/or Bulk Waste.
- d. Once each week on Thursday or Friday up to 12 Bags, Bundles or Containers of Yard Wastes, excluding grass clippings.
- e. During each calendar year of the Contract Term, the Contractor shall provide 10 additional weekly collections of separated Yard Wastes per unit of up to 24 Bags, Bundles or Containers of Yard Wastes, excluding grass clippings. Only Yard Wastes in Paper Bags, Bundles and/or Containers shall be collected on these collection days. No other solid Wastes shall be collected with this material. This collected Yard Waste shall be delivered to a Town facility on the south side of Youngs Avenue, at the closed Town landfill, in Calverton. There will be no disposal fee for this Yard Waste. The Town will establish the weeks for the special Yard Waste collection. The Contractor can collect the special Yard Waste on any yard waste pickup day during the specified week. One of the additional weekly collections shall be scheduled for the third week in January for the collection of holiday trees.

At the beginning of each contract year, the Town shall provide to the Contractor a schedule for the collection of specific Recyclables, alternating weeks for the collection of newspaper/cardboard and commingled Recyclables. The Town may modify the recyclable collection schedule as it deems necessary, upon sufficient notification to the Contractor. The Town, at this time, shall also notify the Contractor of the schedule for the weeks of the special collection of Yard Wastes.

2.4.3 Collection Schedule and Routes

The Solid Waste collection schedule, the routes to be followed by the collection trucks, and the house numbers which will be served shall be presented to the Town Engineer for approval prior to the execution of the Contract, pursuant to Paragraph 2.3.13 hereof. Once finalized, the collection schedule, routes and house numbers to be served shall remain the same throughout the term of the contract, unless changed by the Town Engineer. Any proposed change in the truck routes shall be submitted to the Town Engineer for approval prior to being implemented.

A Contractor's inability to comply with the collection schedule or to complete a day's route due to equipment breakdown, injury or other emergency must be reported to the Town Engineer immediately by telephone. Failure to do so will constitute a breach of Contract and the Town may take any action provided for in this Contract, or otherwise provided by law, in the event of a breach.

2.4.4 Level of Service

Properties with more than one dwelling as determined by the Town Assessor are entitled to proportionately more collection services.

2.4.5 Holidays

The following Holidays will be observed by Contractors under this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

On the above-listed Holidays, the collection of Solid Waste shall be cancelled. When collection is cancelled, the remaining collection schedule for the week will remain in place.

Holidays falling upon Saturday or Sunday will not cancel any scheduled collection.

2.4.6. Notification of Residents

The Town shall inform all residents within the CBA's of their responsibilities and rights under this Contract, as well as complaint procedures and collection schedules.

The Contractor shall each year of the contract have fabricated a 4" x 7" vinyl Town of Riverhead Recycling Pick UP Schedule for each parcel with a dwelling unit in the CBA. The schedule shall have an adhesive back capable of affixing the schedule to an existing door magnet. The schedule shall be equivalent to current schedules. The Contractor shall distribute said schedules to all parcels within the awarded CBA as per schedule put forth by the Town Engineer. The fabrication and distribution costs shall be borne by the Contractor.

2.4.7 Town Engineer's Authority

The Town Engineer shall supervise the Contractor's performance of the work as specified in this contract and shall:

- a. determine the acceptability of the Contractor's performance;
- b. with the assistance of the Town Attorney, interpret the specifications, definitions and provisions of all Contract Documents, when appropriate;
- c. Suspend or excuse the performance of work when it is in the best interest of the Town to do so or when the performance of work, in the Town Engineer's judgment, is or will be dangerous or unsafe.

To limit all disputes and litigation, the Town Engineer's decisions and determinations relative to the Contractor's performance of this Contract shall be submitted by the parties to the Town Board, whose determination or decision shall be final and binding upon both parties. If aggrieved, the Contractor's sole remedy is to seek review pursuant to an Article 78 proceeding which must be commenced by the Contractor against the Town within 30 days of determination or decision. The Contractor waives any right to object to or challenge a Town Board decision or determination by an action at law for breach of Contract. This

Provision shall not preclude or otherwise limit the Town's right to pursue any and all remedies available to it should the Contractor breach this Contract.

2.4.8 Liquidated Damages

By execution of this Contract, the Town and the Contractor agree that the Town and the residents of the District will suffer damage and injury from the breach of the terms of this Contract by the Contractor that the amount of the actual damage suffered by the Town and the residents may be difficult, if not impossible to determine. Therefore, in lieu of proof of actual damage, the Town and the Contractor agree that, in addition to any other remedies which the Town may have, including termination of the Contract, the improper collection or failure of the Contractor to perform its obligations hereunder shall, after notice to the Contractor, result in the assessment of the penalties listed below, which assessment shall be deducted from the next monthly payment due the Contractor:

<u>Violation</u>	<u>Amount of Liquidated Damage</u>
Use of dedicated vehicles to collect non-Contract Solid Waste, illegal Dumping of Solid Wastes, or delivery of Solid Wastes to unauthorized disposal sites and facilities	Up to \$1,000 for 1st offense; Up to \$5,000 for 2nd offense or subsequent offense.
Commingling of Recyclables with other Solid Wastes	\$500 per occurrence
Delivery of Yard Waste to Town Facility Commingled with other Solid Wastes	\$200 per occurrence
Failure to properly sticker non-collected Solid Waste	\$50 per occurrence (per stop)
Failure to use dedicated truck	\$250 per day, per truck
Failure to provide and maintain telephone communication	\$200 per day

<u>Violation</u>	<u>Amount of Liquidated Damage</u>
Failure to notify Town of vehicle leaving CBA or being unable to complete the day's route	\$200 for the first offense and \$400 for each subsequent occurrence
Starting collection before 6 AM	\$200 per truck per day
Absence of broom and shovel on truck	\$50 per truck per day
Failure to clean up spilled Solid Waste or Recyclables	\$100 per stop plus cost of clean up
Failure to collect on scheduled day	\$50 per stop plus cost of substitute collection
Failure to make timely submission of routes, rosters, monthly reports, or other Contract documentation	\$100 per day until submitted
Failure to replace resident's Container at curbside	\$50 per occurrence

The above penalties shall be in addition to any other available under the law and shall be deducted from Contract payments. Such penalty shall not be applied without notice, in writing, to the Contractor.

If a Contract violation should occur, the Contractor will be notified by phone, and shall be afforded a reasonable opportunity to respond. In the event that a violation is alleged at a Disposal Facility, upon direction by the Town, the involved vehicle will remain at the Disposal Facility until a written report is completed by the Town Engineer. Monetary penalties shall be considered a final determination when assessed by the Town Engineer. Penalties will not be arbitrarily and capriciously applied. Assessment of a penalty may be reviewed solely in a proceeding pursuant to Article 78 of the New York State CPLR.

2.5 DELIVERY AND DISPOSAL

2.5.1 Delivery Control

The Contractor shall deliver the Solid Wastes collected within the CBA to a NYS Department of Environmental Conservation permitted Recyclables Processing Facility, Transfer Station Disposal Facility or Facilities of its choice.

The collected Recyclables shall be delivered to a permitted Recyclables Processing Facility for processing and marketing as recovered materials.

The Contractor shall provide the Town with copies of current licenses/permits for the Processing and Disposal Facilities receiving the Solid Wastes collected within the CBA. The Contractor shall notify the Town Engineer, in writing, of any change in the Facilities during the Contract Term.

2.5.2 Tipping Fee Payments

The Contractor shall pay all Tipping Fees at the Processing/Disposal Facilities at its own expense. Tipping Fees may change during the Contract Term. The Contractor assumes the risk of any increases in Tipping Fees during the Contract Term.

2.5.3 Record Keeping and Reporting

The Contractor shall maintain records of the quantities of Solid Waste collected within the CBA. The Contractor shall submit to the Town Engineer, with payment

requisitions, monthly reports of collected Solid Waste and Recyclables tonnages in an agreed to format (Appendix D).

2.5.4 Recycling Fund

The Town has created a Recycling Fund wherein a percent of the revenues realized by the contractor in the sale of the Recyclables collected within the District are returned to the Town. The Town hereby requires that the Contractor maintain accurate records of the sale (positive or negative) of the collected Recyclables and submit a quarterly report of said sales to the Town Engineer. The town further requires the Contractor to provide 20 percent of the net revenues to the Town in the form of a check made out to the Town of Riverhead Recycling Fund with said quarterly report. No payment is required if the net amount for the quarter is a negative number. Reports for negative quarters must be submitted also.

2.6 QUALITY OF SERVICE

2.6.1 Independent Contractor

It is understood and agreed that the Contractor's status hereunder is that of an independent Contractor. Neither the Contractor nor any person hired, employed or otherwise engaged by the Contractor shall be considered employees of the Town for any purpose, and they shall not hold themselves out to be officers or employees of the Town.

2.6.2 Character of Personnel

All employees and supervisory personnel used in the performance of this Contract shall be competent and qualified. The Contractor shall devote sufficient personnel, time and equipment to assure the satisfactory compliance with the provisions of the Contract.

All operators of the collection trucks shall have current, applicable CDL operator's licenses. The Town Engineer shall have the right to request an operator provide his license for review.

In the event an employee of the Contractor is disorderly, obscene or discourteous, the Contractor shall remove the employee from any Contract work, upon the receipt of a written request from the Town Engineer to take such action. The Town Engineer shall indicate the reasons for the request and no removed employee shall be employed by the Contractor or any other Contractor performing Contract work for the Town without the prior written consent of the Town.

Prior to the commencement of the Contract and every month thereafter, the Contractor shall provide to the Town Engineer a certified payroll of employees assigned to and working under this Contract.

2.6.3 Supervisor and Contact Phone

The Contractor shall provide to the Town Engineer the name and telephone number of the supervisor who will oversee the Contract work. The supervisor must commit sufficient time in the field to insure that the employees and equipment are completing the contractual work. The Town must be notified of any change of the supervisor.

2.6.4 Collection Practices

The Contractor shall collect, remove and dispose of all Solid Wastes in a manner which will not create odors or litter. After emptying Containers, the Contractor shall return the Containers upright to approximately the same location in which placed for collection by the resident, but in any event, out of the roadway and in such a manner so as not to create a traffic hazard. If such Container was lidded at the time of collection, the Contractor shall replace the lid thereon. The Contractor shall provide side/back door collection for disabled persons who qualify and present to the Town the appropriate documentation-there shall be no additional charge or compensation owed to Contractor for side door collection. The side door collection service is available for disabled persons who are unable by reason of age

or infirmity to place solid waste at regular locations (Town Code Chapter 273). The Town shall require a notarized certificate from a licensed physician certifying that such person is disabled and unable to place their items at curbside and in turn, the Town will notify the Contractor. The Contractor will collect items of such disabled persons in any mutually convenient place on the premises of such disabled persons; provided however that the Contractor shall not be required to go into houses or other structures; provided further however that the decision of the Town relative to the location of solid waste shall be final. The Contractor's repeated failure to perform its obligations under this paragraph, after notification by the Town, shall constitute Liquidated Damages.

The Contractor shall make every effort to prevent Solid Wastes from spilling onto streets and properties during the collection and transport of Solid Wastes. Should Solid Wastes be spilled at any time and at any location, the Contractor shall clean up any spillage immediately. A broom and shovel shall be maintained on the truck at all times for this purpose. Should the Contractor, after telephone notice by the Town or a resident, fail to clean up such reported spillage within three hours of such notification, Liquidated Damages will be applied.

The Contractor shall provide service to each and every Collection Unit within the CBA on each collection day year round. The Contractor's failure to collect an entire street within a CBA for a second time after notice by the Town shall constitute a breach of this Contract. Upon notification by the Town that the Contractor has failed to meet its obligation under this paragraph, the Contractor shall immediately dispatch the necessary personnel and equipment to remedy the violation. Such remedial action by the Contractor shall be completed on the same day as the violation, or the same day of the notification of same by the Town. If the Contractor fails to remedy its violation as above specified, the Town Engineer may, at his discretion, take such remedial action as he deems necessary and the cost of same shall be charged to the Contractor and deducted from its next monthly payment by the Town.

2.6.5 Equipment

The collection vehicles used by the Contractor for District work shall be a model year 2016 or newer. All collection vehicles shall be equipped with an engine certified to at minimum meet US EPA 2014 emission standards. To the extent that new and/or amended US EPA Emission Standards are applicable at the time of commencement of this contract or at any time during performance of the services under the contract, contract, Contractor shall immediately begin modification of such truck emissions to comply with EPA standards and complete emission modifications such that the entire fleet is fully compliant with federal EPA Emission Standards within 12 months of enactment/effective date of EPA Emission Standards. All vehicles and other equipment used in the performance of this Contract must be safe for use on Town roads, must be kept clean and must be maintained in good repair. All vehicles must be equipped with communication radios, Town permit numbers permanently affixed, mufflers, and must comply with all Federal, State, County and Town licensing and/or registration requirements. All collection vehicles shall be painted a color chosen by the Town Engineer, shall bear the language "Under Contract with the Town of Riverhead Refuse and Garbage District" in letters at least eight inches in height on both sides of the vehicle, and shall prominently display the Town permit decals(s) issued by the Town and in such manner required by the Town Engineer. There shall be no advertising displayed on the vehicles. All collection vehicles identified for use in this contract shall not be dedicated to use for this contract and not used to service any other garbage contract, be it town, village, county, etc. The Contractor shall notify the Town within 24 hours if any vehicle dedicated to this work is taken out of service or otherwise disposed of during the term of this contract, or if any new vehicle is proposed to be added to the work.

The Town reserves the right to inspect the Contractors vehicles and/or equipment to ensure that it is suitable for its intended purpose at any time, including prior to award and after award and during term of contract.

2.6.6 Damaged Property of Residents and Town

The Contractor shall avoid damaging Containers owned by the Residents. If the Contractor damages any Container, the Contractor must replace or adequately repair the damaged container at the Contractor's expense or the Town shall replace the Container and deduct the Town's expense from the next monthly contract payment. Normal wear shall not constitute damage requiring replacement or repair under the terms of this Contract. The Town Engineer shall be the final arbiter in the event of a dispute between the Contractor and Resident.

The Contractor shall perform the work in a manner which will not damage any public or private property. The Contractor shall promptly repair or replace any and all damage caused in performing the work. Failure to do so will result in the Town's performing the work and deducting the cost of such work from the monthly contract payments.

2.6.7 Exclusive Service

The Contractor, while performing services pursuant to this Contract, shall work exclusively on collection and disposing of residential Solid Waste within the Town. However, the Contractor is and shall remain an independent Contractor and is not an employee of the Town. The Contractor's vehicles and employees servicing this Contract must complete all Contract work and dispose of the Solid Waste at the designated Disposal/Processing Facility prior to being used by the Contractor for non-Town related work. Under no circumstances shall Solid Waste collected from locations not entitled to CBA service be mixed with or placed on vehicles of the Contractor while the vehicle is collecting and disposing of Solid Wastes under this Contract. Mixture of Solid Wastes collected pursuant to this Contract with other wastes collected from locations not entitled to CBA service shall constitute a breach of this Contract entitling the Town to immediately terminate the Contract and call for the performance bond from the surety or other performance security.

2.7 PROPERTIES INCLUDED IN SERVICE

2.7.1 The following properties are entitled to receive the services described in this Contract:

<u>Assessment Code</u>	<u>Factor</u>	<u>Type of Property</u>
------------------------	---------------	-------------------------

210	1.0	Single Family Dwelling
215	1.5	Single Family with Accessory Apartment
220	1.5	Two Family Dwelling
230	2.0	Three Family Dwelling
240	1.0	Single House on 10+ Acres
250	1.0	Estate with One-Family Dwelling
260	1.0	Seasonal One-Family
270	1.0	Free Standing Mobile Home
280	2.5	Multiple Family (3 to 5 units free standing on one parcel)

2.8 CONTRACT PAYMENTS BY TOWN

2.8.1 Regular Payment

Payment for services will be made within 30 days for each month in which services were performed pursuant to this Contract and upon recommendation of the Town Engineer and the approval of the Town of a claim voucher properly filled out and signed as required by the Town.

Regular payments shall be determined by dividing the applicable Annual Contract Price into 12 equal monthly payments. Any payments due the Town from the Contactor shall be deducted on the voucher by the Town Engineer prior to the authorization of each monthly payment. Such deductions shall include Tipping Fees, incurred by the Town at any Disposal Facility, penalties assigned under Liquidated Damages, other costs incurred by the Town for cleanup, repair or collection of Solid Waste due to the Contractor's failure to perform such work when directed to do so, and/or any other costs permitted to be set off under any provision of this Contract. In the event that such deductions exceed the amount of the monthly payment due the Contractor for that month, the Contractor shall make prompt payment to the Town for the same. Said amount shall be deducted from the following month's payment if the Contractor fails to make such payment, despite due demand. The excess of such deductions over the Contractor's monthly payment for two consecutive months shall constitute a breach of this Contract by the Contractor.

The Contractor shall maintain full and complete books and records of accounts in accordance with generally accepted accounting practices and such other records as may be prescribed by the Town Engineer. Such books and records shall be retained by the Contractor for a period of six years and shall at all times be available for audit and inspection by the Town Board or its duly designated representative. The Contractor shall fully comply with all rules and regulations of the Financial Administrator of the Town with regard to payment and audit of claims.

2.8.2 Equalized Contract Unit Adjustments

The total Annual Contract Price shall be increased or decreased annually in writing by the Town Engineer, with the report and recommendation of the Office of the Assessor, by the net change in the number of equalized contract units within the CBA based on the final tax assessment roll covering the then current tax year.

2.9 INSURANCE

2.9.1 General Provisions

The Contractor shall not commence work under this Contract until all required insurance described under this section has been obtained and said insurance coverage has been approved by the Town. All insurance policies shall be written so as to require notice to the Town at least 30 days prior to the effectiveness of any change or cancellation of the policies.

2.9.2 Minimum Coverage Limits

The Contractor shall provide and maintain throughout the term of the Contract the following insurance and coverage which also names the Town and The Town of Riverhead Refuse and Garbage District as additional insured (except Workers' Compensation and Disability Benefits):

<u>Insurance</u>	<u>Minimum Coverage</u>
Workers Compensation and Disability Benefits	As required by New York State law
Comprehensive Motor Vehicle Liability	\$2,000,000 per occurrence for Bodily Injury and Property Damage
Comprehensive General Liability Including Premises Operation, Broad Form Property Damage, Contractual Liability, Personal Injury, Liability and Explosion	\$2,000,000 per occurrence for Bodily Injury, \$5,000,000 per occurrence for Property Damage
Contractors Protective Liability (Must show Town as the sole Named insured)	\$2,000,000 combined single limit

2.9.3 Proof of Coverage of Insurance

The Contractor shall furnish the Town with certificates of each insurance company insuring the Contractor or any subcontractor permitted under this Contract, except that, with respect to the Owners Protective Liability and Property

Damage Insurance, the Contractor shall furnish the Town with the original insurance policy which will be filed with the Town Clerk's office.

All certificates and insurance policies shall bear policy numbers, the expiration date of the policy and the limits of liability thereunder. Both the certificates and the policies shall be endorsed to provide the Town of Riverhead, Office of Town Attorney, 200 Howell Avenue, Riverhead, New York 11901, with notice of cancellation sent certified mail, return receipt requested (receipt acknowledged by the Town Clerk) at least 30 days prior to the actual date of such cancellation. Failure to maintain the required insurance during the term of the Contract shall be a breach of Contract.

2.10 REMEDY FOR BREACH

2.10.1 In the event of a breach of the terms and conditions of this Contract by the Contractor, as herein defined, or if the Contractor shall otherwise fail to perform its obligations hereunder, the Town shall have such remedies at law and equity as provided by the law of the State of New York. In addition, the Town shall have the option of declaring the Contractor in default hereunder and calling the performance security required hereby. Should the Town be required to hire an attorney to seek enforcement of the Contract and/or damages for its breach, the Town, in addition to such other damages as may lie, shall be entitled to recover its reasonable attorney's fees in connection with the enforcement of this Contract and/or recovery of damages resulting from the Contractor's breach thereof.

2.11 CONTRACT DOCUMENTS

2.11.1 The following forms attached hereto are incorporated into the Contract Documents by reference and are made a part herein to the same extent as though fully set forth herein:

- a. Bid Form for Bid
- b. Identification of Equipment
- c. Performance Bond

- d. Qualifications and Disclosure Statement
- e. Statement of Non-Collusion
- f. Non-Discrimination Statement
- g. New York State Prevailing Rate Schedule
- h. Bid Bond
- i. Claim Voucher
- 1. Monthly Report

Dated: Riverhead, New York

_____, 2017

FOR CONTRACT TERM FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2022

(Printed Name of Contractor)

By: _____
(Signature of Officer)

Title: _____

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Supervisor

BID FORMS

Base Bid Form for CBA A

Base Bid Form for CBA B

Base Bid Form for CBA C

Base Bid Form for CBA D

Base Bid Form for CBA E

Base Bid Form for CBA F

Complete each Bid Form for Base Bid. If no bid is offered please initial in appropriate location.

BASE BID FORM FOR CBA A

BIDDER'S NAME:

YEAR	# of EQUALIZED UNITS (1)	ANNUAL PRICE PER UNIT (IN WORDS)	ANNUAL PRICE PER UNIT (NUMBERS)		AMOUNT BID (IN NUMBERS) (2)	
2018	1,738.00	FOR:				
		DOLLARS CENTS				
2019	1,738.00	FOR:				
		DOLLARS CENTS				
2020	1,738.00	FOR:				
		DOLLARS CENTS				
2021	1,738.00	FOR:				
		DOLLARS CENTS				
2022	1,738.00	FOR:				
		DOLLARS CENTS				
TOTAL 5 YEAR BID						\$

TOTAL 5 YEAR BID MUST BE WRITTEN IN WORDS:

DOLLARS

CENTS

In case of discrepancy between the amount shown in figures and the amount shown in words, the amount shown in words will govern, and will be used as the unit price to determine correct extensions of the amount bid. As necessary, the total five year bid will be corrected in accordance with the foregoing.

If no bid is submitted for this CBA, initial here: _____

NOTES:

- (1) The Town acknowledges the number of equalized units may vary each year
- (2) Amount Bid = Annual Puce Per Unit x # of Equalized Units.

BASE BID FORM FOR CBA B

BIDDER'S NAME:

YEAR	#OF EQUALIZED UNITS (1)	ANNUAL PRICE PER UNIT (IN WORDS)	ANNUAL PRICE PER UNIT (NUMBERS)		AMOUNT BID (IN NUMBERS) (2)	
2018	1,946.00	FOR:				
		DOLLARS CENTS				
2019	1,946.00	FOR:				
		DOLLARS CENTS				
2020	1,946.00	FOR:				
		DOLLARS CENTS				
2021	1,946.00	FOR:				
		DOLLARS CENTS				
2022	1,946.00	For:				
		DOLLARS CENTS				
TOTAL 5 YEAR BID						\$

TOTAL 5 YEAR BID MUST BE WRITTEN IN WORDS:

DOLLARS

CENTS

In case of discrepancy between the amount shown in figures and the amount shown in words, the amount shown in words will govern, and will be used as the unit price to determine correct extensions of the amount bid. As necessary, the total five year bid will be corrected in accordance with the foregoing.

If no bid is submitted for this CBA, initial here: _____

NOTES:

- (1) The Town acknowledges the number of equalized units may vary each year.
- (2) Amount Bid = Annual Price Per Unit x # of Equalized Units.

BASE BID FORM FOR CBA D

BIDDER'S NAME:

YEAR	#OF EQUALIZED UNITS (1)	ANNUAL PRICE PER UNIT (IN WORDS)	ANNUAL PRICE PER UNIT (NUMBERS)		AMOUNT BID (IN NUMBERS) (2)	
2018	1,443.50	FOR:				
		DOLLARS CENTS				
2019	1,443.50	FOR:				
		DOLLARS CENTS				
2020	1,443.50	FOR:				
		DOLLARS CENTS				
2021	1,443.50	FOR				
		DOLLARS CENTS				
2022	1,443.50	ppp.				
		DOLLARS CENTS				
TOTAL 5 YEAR BID						\$

TOTAL 5 YEAR BID MUST BE WRITTEN IN WORDS:

DOLLARS

CENTS

In case of discrepancy between the amount shown in figures and the amount shown in words, the amount shown in words will govern, and will be used as the unit price to determine correct extensions of the amount bid. As necessary, the total five year bid will be corrected in accordance with the foregoing.

If no bid is submitted for this CBA, initial here: _____

NOTES:

- (1) The Town acknowledges the number of equalized units may vary each year.
- (2) Amount Bid = Annual Price Per Unit x # of Equalized Units.

BASE BID FORM FOR CBA E

BIDDER'S NAME:

YEAR	#OF EQUALIZED UNITS (1)	ANNUAL PRICE PER UNIT (IN WORDS)	ANNUAL PRICE PER UNIT (NUMBERS)		AMOUNT BID (IN NUMBERS) (2)	
2018	2,346.00	FOR:				
		DOLLARS CENTS				
2019	2,346.00	FOR:				
		DOLLARS CENTS				
2020	2,346.00	FOR:				
		DOLLARS CENTS				
2021	2,346.00	FOR				
		DOLLARS CENTS				
2022	2,346.00	FOR:				
		DOLLARS CENTS				
TOTAL 5 YEAR BID						S

TOTAL 5 YEAR BID MUST BE WRITTEN IN WORDS:

DOLLARS

CENTS

In case of discrepancy between the amount shown in figures and the amount shown in words, the amount shown in words will govern, and will be used as the unit price to determine correct extensions of the amount bid. As necessary, the total five year bid will be corrected in accordance with the foregoing.

If no bid is submitted for this CBA, initial here: _____

NOTES:

- (1) The Town acknowledges the number of equalized units may vary each year
- (2) Amount Bid = Annual Price Per Unit x # of Equalized Units.

BASE BID FORM FOR CBA F

BIDDER'S NAME:

YEAR	#OF EQUALIZED UNITS (1)	ANNUAL PRICE PER UNIT (IN WORDS)	ANNUAL PRICE PER UNIT (NUMBERS)		AMOUNT BID (IN NUMBERS) (2)	
2018	1,695.50	FOR:				
		DOLLARS CENTS				
2019	1,695.50	FOR:				
		DOLLARS CENTS				
2020	1,695.50	FOR:				
		DOLLARS CENTS				
2021	1,695.50	FOR				
		DOLLARS CENTS				
2022	1,695.50	FOR				
		DOLLARS CENTS				
TOTAL 5 YEAR BID						\$

TOTAL 5 YEAR BID MUST BE WRITTEN IN WORDS:

DOLLARS

CENTS

In case of discrepancy between the amount shown in figures and the amount shown in words, the amount shown in words will govern, and will be used as the unit price to determine correct extensions of the amount bid. As necessary, the total five year bid will be corrected in accordance with the foregoing.

If no bid is submitted for this CBA, initial here: _____

NOTES:

- (1) The Town acknowledges the number of equalized units may vary each year
- (2) Amount Bid = Annual Price Per Unit x # of Equalized Units.

IDENTIFICATION OF EQUIPMENT

List equipment to be used if contract is awarded. Provide year, make, cubic yard capacity, overall size, length, width.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, That

(Name) _____

(Address) _____

(hereinafter referred to as the "Principal") and

a corporation created and existing under the laws of the State of _____ ,

having its principal office in the Town/City of _____

thereinafter called the "Surety", are held and firmly bound unto _____

_____ in the full sum of _____

(\$ _____) good and lawful money of the United States of America, for the payment of which said sum of money, well and truly to be made and done, the said Principal binds themselves (himself) (itself) their (his) (its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated _____ 2017 A.D.

WHEREAS, the said Principal has submitted to the Town of Riverhead a proposal for providing for collection and disposal of residential Solid Wastes, as that term is defined in the Contract Documents, in Contract Bid Area (CBA) _____ .

WHEREAS, under the terms of the laws of the State of New York, the said Principal will execute a Contract and furnish such faithful performance of other bonds as may be requested by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute a Contract and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's

FORM OF RENEWABLE SURETY BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____,
(hereinafter the "PRINCIPAL"), and _____,
with principal offices at _____, and
authorized to do business in the State of New York, hereinafter the "SURETY") are held and
firmly bound unto the Town of Riverhead, (Hereinafter the "TOWN", in the maximum penal
sum of _____ Dollars and No /100
(\$ _____), lawful money of the United States of America, for
which for which payment well and truly to be made we bind ourselves, our heirs, executors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a written agreement dated
_____ 2017 with the TOWN for providing for the collection and disposal of
residential Solid Waste and Recyclables in CONTRACT BID AREA _____, said
Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above named
PRINCIPAL, its successors and assigns, shall well and truly perform its obligations as set forth
in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force
and effect.

Said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the
TOWN, to perform and complete the work mentioned and described in said contract, pursuant to
the terms, conditions and covenants thereof using a Contractor other than the PRINCIPAL
named herein. If for any cause said PRINCIPAL fails or neglects to so fully perform and
complete said work, the said SURETY further agrees to commence said work of completion
within seven days after notice thereof from the TOWN, and to complete the same with all due
diligence.

FORM OF RENEWABLE SURETY BOND

And, the said SURETY, for value received, hereby stipulates and agrees, if requested to do so by the TOWN, and at the TOWN'S sole option in place of performance and completion of the Contract, to pay the TOWN the difference between the Contract amount and the actual costs incurred or to be incurred by the TOWN in obtaining a replacement Contractor to complete the Contract. Actual costs shall include the additional costs of performing the services specified in the Contract, legal expenses incurred, any interim or emergency expenses incurred during the default, costs of advertising, cost of consultants and other related expenses. And, the said SURETY, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this Contract or specifications accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following conditions:

1. Whereas, the TOWN has agreed to accept a Renewable Bond, this Bond shall be effective for the five (5) year period of January 1, 2018 to December 31, 2022; and on or before September 25 in the first year and subsequent years of the Bond, same may be extended for an additional one (1) year period, unless the SURETY provides to the TOWN written notice of its intent not to renew this Bond on or before September 15 in the first year and subsequent years of the Bond.
2. Neither nonrenewal by the SURETY, or the failure or inability of the PRINCIPAL to file a replacement bond in the event the SURETY exercises its right to not renew this Bond, shall itself constitute a loss to the TOWN recoverable under this Bond or any extension thereof.
3. This Bond shall have final and definite expiration date of December 31, 2022.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the SURETY on this instrument unless same be brought or instituted upon the SURETY within one year from termination or expiration of the Bond term.

FORM OF RENEWABLE SURETY BOND

- 5. Regardless of the number of years this Bond is in force, the liability of the SURETY shall not be cumulative and shall in no event exceed the amount set forth above, or as amended by rider.
- 6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing. Any demand or request for payment must be made prior to the effective date of nonrenewal.

SIGNED, SEALED AND DATED this _____ day of _____, 2017

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

FORM OF RENEWABLE PERFORMANCE BOND

STATE OF NEW YORK)

) SS.:

COUNTY OF SUFFOLK)

On the _____ day of _____ in the year 2017 before me, the undersigned, a Notary Public in and for said State, 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

OUTSIDE OF NEW YORK STATE

State of _____)

) ss.:

County of _____)

On the _____ day of _____ in the year 2017, before me, the undersigned, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individuals 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, and that such individual made such appearance before the undersigned in _____

(insert city and state or county or other place acknowledgment taken)

Notary Public

FORM OF RENEWABLE PERFORMANCE BOND

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the ___ day of _____ in the year 2017 before me, the undersigned, a Notary Public in and for said State, 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

OUTSIDE OF NEW YORK STATE

State of _____)

) ss.:

County of _____)

On the ___ day of _____ in the year of 2017, 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, and that such individual made such appearance before the undersigned in _____
(insert city and state or county or other place acknowledgment taken)

Notary Public

QUALIFICATIONS AND DISCLOSURE STATEMENT

(Print or type all information except signature)

Bidder's Name: _____

Address: _____

Contractor's Federal I.D. (or SS No.): _____

Telephone No. (_____) _____

Note: A "yes" answer to any question in this statement must be explained in full. Use a separate sheet of paper, if necessary.

1. Give the following information with regard to all work of the same or similar nature performed by the bidder in the past five years:

For Whom Performed: _____

Amount of Contract: _____

Date(s): _____

2. Has the bidder, or any officer, partner, shareholder or other person with a financial interest in the bid ever failed to complete a contract or been an officer, partner, shareholder or other person with a financial interest in an organization which failed to complete a contract?

If "YES", explain:

3. Who will personally supervise the work if this Contract is awarded to you?

4. Contact (name, address and telephone):

5. How many trucks do you own?

6. Where is your place of business?

QUALIFICATIONS AND DISCLOSURE STATEMENT

7. How many persons will do the collection work for this Contract Bid Area?

8. How many collection workers do you now employ?

9. List the telephone numbers and contact persons to be called in the event of an emergency:

Day:

Night:

10. Has the bidder, or any partner, officer, shareholder, member or other person with a financial interest in the bid ever been convicted of a crime?

If YES, explain:

11. If the bidder is other than an individual, list the names, addresses, titles, positions and amount of shares held by all officers, directors and shareholders who hold five percent (5%) or more of outstanding shares thereof (use separate sheet, if necessary) and the date and place of incorporation:

If an individual, partnership, or limited liability company, list names of all individuals, partners or members:

12. Are any of the persons listed in Question 11 above employees of the State or any local government, members of a board of commissioners, involved in any public authority, or involved in any other Public corporation within Suffolk County, New York, excluding firematic or civil defense volunteers?

If YES, explain:

QUALIFICATIONS AND DISCLOSURE STATEMENT

13. Are any of the persons listed in Question 11 above, related by blood or marriage to any employees of the Town of Riverhead?

If YES, state employee name and nature of relationship: _____

14. What, if any, relationship, either directly or indirectly by blood, marriage, financial or business, do you have to any other carting company which, to your knowledge, intends to submit a bid for the Town of Riverhead Refuse and Garbage District?

Explain: _____

15. Have you ever bid for waste removal in any other municipality in the State of New York?

If YES, give name and address:

16. Have you or any firm, partnership, company or corporation with which you are or have been connected, by virtue of ownership, employment or family ever been rejected as a responsible bidder by any municipality in the State of New York or in any other state?

If YES, give name and address of the business entity, name and address of municipality, and the date and subject matter of bid:

17. Are you presently under contract for removal of solid waste in any municipality in the State of New York or elsewhere?

If YES, give name and address of municipality, date of contract and duration of contract: _____

QUALIFICATIONS AND DISCLOSURE STATEMENT

18. Have you or any partner, shareholder, director, member or employee of your company, corporation or partnership ever been charged, or indicted with a crime and/or convicted of a crime other than a traffic violation?

If YES, give name of individual, date of information or indictment, disposition and, if applicable, sentence:

19. Has anyone who is related to you (including your spouse, sibling, parent, child, grandchild or the spouse of any of them) or to any partner, member, shareholder, or any individual listed by you in Question 11, ever been indicted, charged with a crime and/or convicted of any criminal offense other than a minor traffic violation?

If YES, give name of individual, date of information or indictment, disposition and, if applicable, sentence:

20. Have you, or any partner, member, shareholder in your company or corporation, been named in a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United States Code, Section 1961, et. seq.?

If YES, give name of individual, date and jurisdiction of action and disposition thereof:

21. Has anyone who is related - as the spouse, sibling, parent, child, grandchild or the spouse of any of them to you, to any partner or to any shareholder or member of your company, partnership or corporation listed by you in Question 11 been named in a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United States Code, Section 1961, et. seq.?

If YES, give name of individual, date and jurisdiction of action and disposition thereof:

QUALIFICATIONS AND DISCLOSURE STATEMENT

22. Set forth the business names and addresses of any other entity, corporation, sole proprietorship or partnership under which you, any partner or any individual in your corporation listed by you in Question 11 has conducted any form of carting business since 1975:

23. Has entity listed in Question 22 been indicted, charged with a crime and/or convicted of any criminal offense other than a minor traffic violation and/or has any entity listed in Question 22 been named in a civil action under the Racketeer Influenced and Corrupt Organizations Act, Title 18, United States Code, Section 1961, et. seq.?

If YES, give details: _____

The foregoing statements are true. I understand that false statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the New York State Penal Law, and shall automatically disqualify the bidder:

(Bidder's Name) (please print) _____

(Date) _____

(Signature) _____

(Title) _____

**STATEMENT OF NON-COLLUSION IN BIDS AND PROPOSALS PURSUANT TO
GENERAL MUNICIPAL LAW 103(d)**

By submission of this bid, each bidder and each person signing on behalf of the 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/her knowledge and belief:

- (1) The prices of 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,
- (2) Unless otherwise required by law, the prices which have been quoted, and in this bid have not been knowingly disclosed by any bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor,
- (3) No attempt has been made or will be made by this 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 in any case the bidder cannot make the foregoing certification, the 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 Town Board, or its designee, determines that such disclosure was not made for the purpose of restricting competition.

False statements made hereunder are punishable as a Class A misdemeanor pursuant to Section 210.45 of the New York State Penal Law.

(Bidder's Name (please print)) _____

(Date) _____

(Signature) _____

(Title) _____

NON-DISCRIMINATION STATEMENT

During the performance of the agreement, the Contractor hereby agrees that it will not directly or indirectly discriminate against any employee or applicant for employment in accordance with appropriate New York State and Federal Laws.

(Bidder's Name) (please print) _____

(Date) _____

(Signature) _____

(Title) _____

(Address) _____

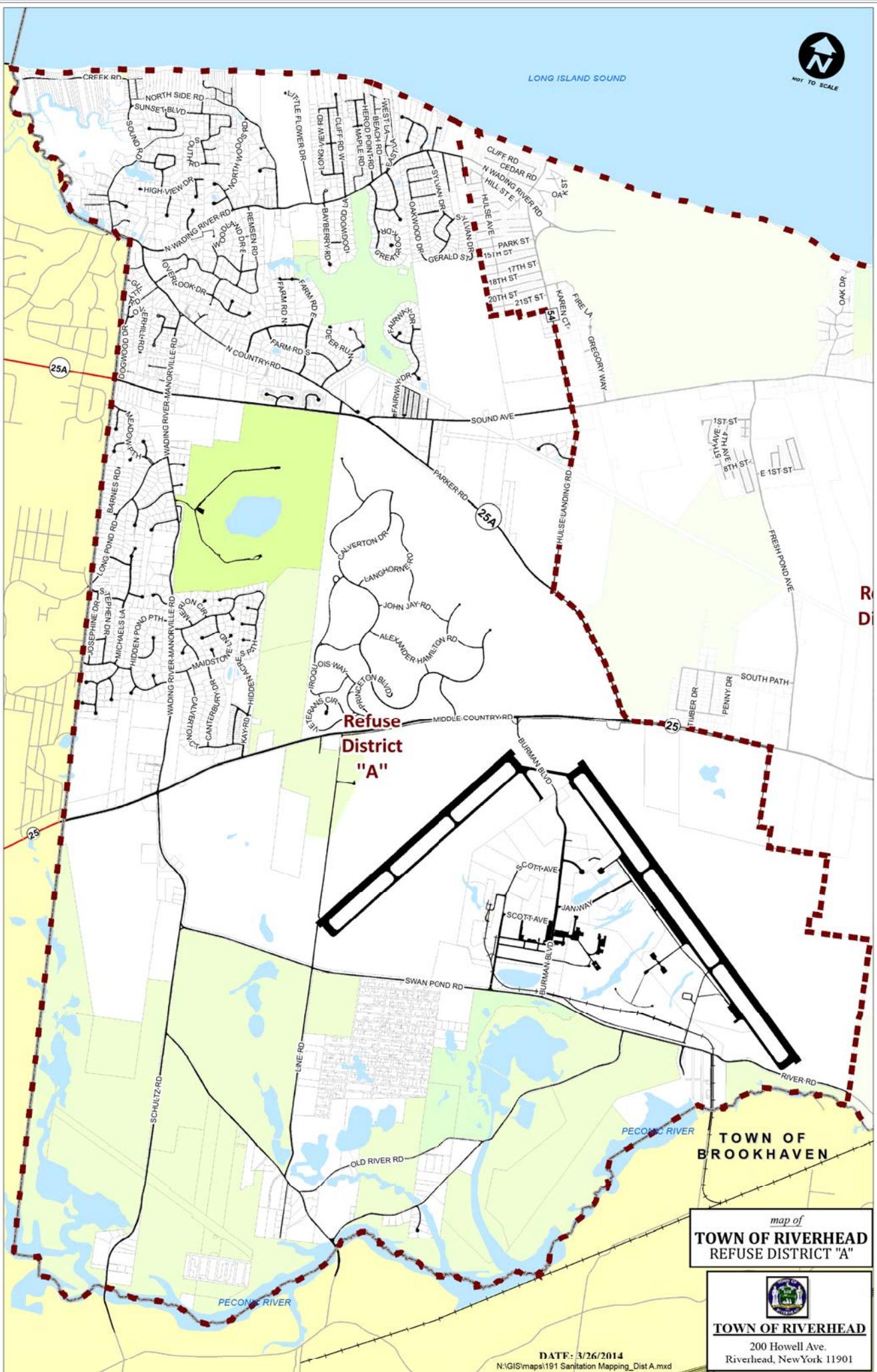
(Telephone No.) _____

APPENDIX A

MAP OF CONTRACT BID AREAS A-F



LONG ISLAND SOUND



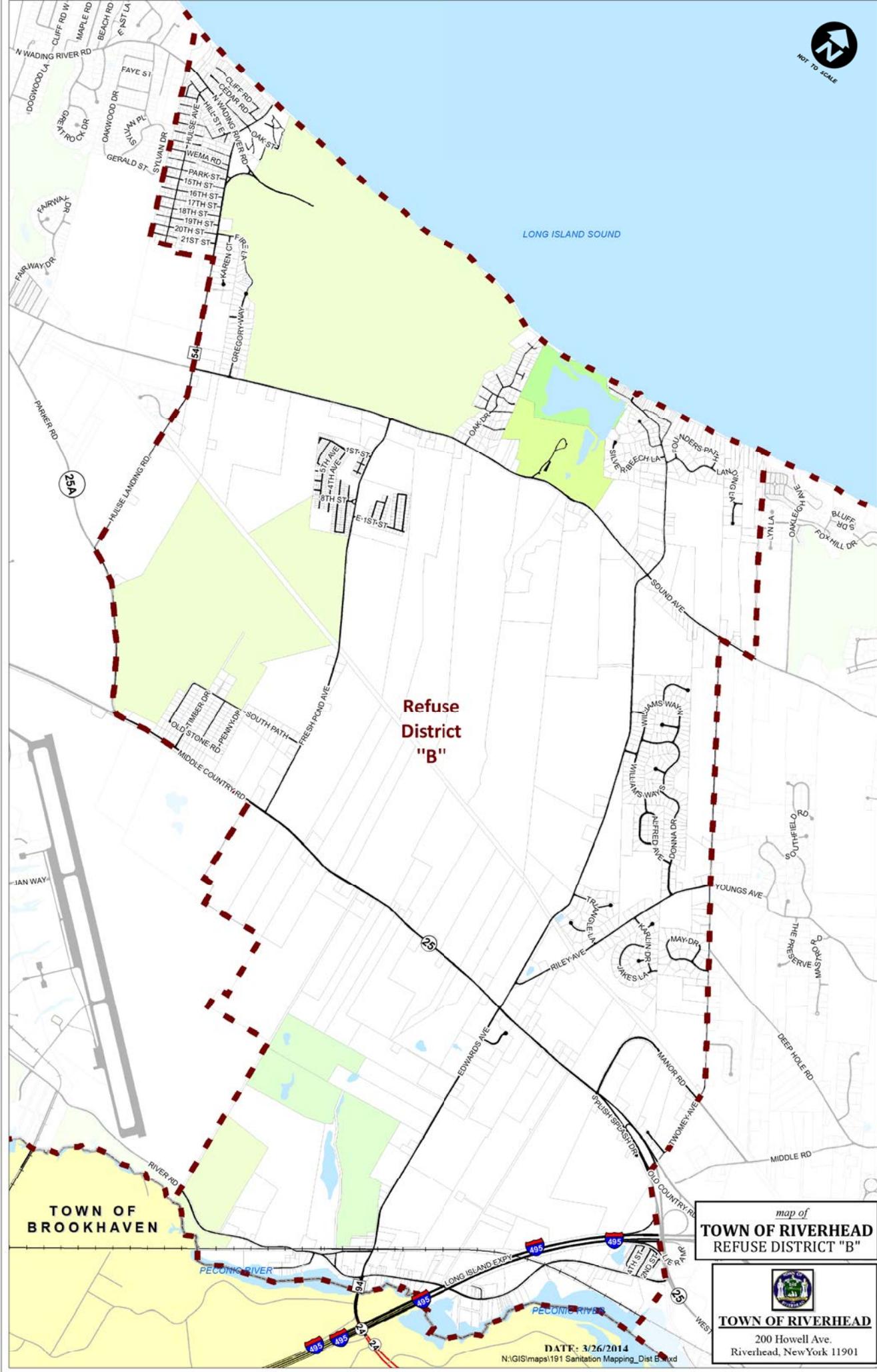
Refuse District "A"

map of
TOWN OF RIVERHEAD
REFUSE DISTRICT "A"



TOWN OF RIVERHEAD
200 Howell Ave.
Riverhead, New York 11901

DATE: 3/26/2014
N:\GIS\maps\191 Sanitation Mapping_Dist A.mxd



Refuse District "B"

TOWN OF BROOKHAVEN

map of
TOWN OF RIVERHEAD
REFUSE DISTRICT "B"



TOWN OF RIVERHEAD
200 Howell Ave.
Riverhead, New York 11901

DATE: 3/26/2014
N:\GIS\maps\191 Sanitation Mapping_Dist B.mxd



LONG ISLAND SOUND

Refuse District "C"

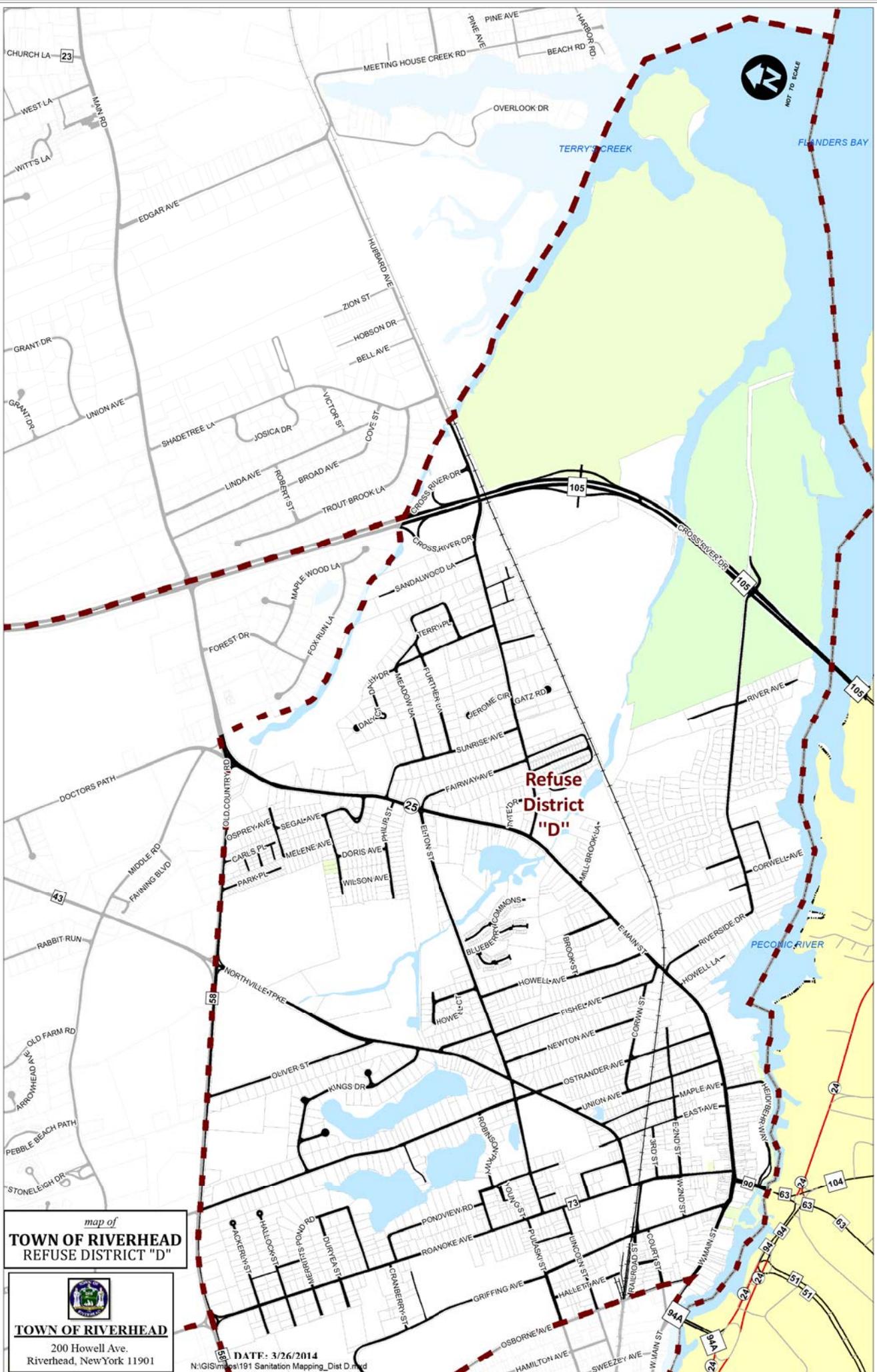


map of
**TOWN OF RIVERHEAD
REFUSE DISTRICT "C"**



TOWN OF RIVERHEAD
200 Howell Ave.
Riverhead, New York 11901

DATE: 3/26/2014
N:\GIS\maps\191 Sanitation Mapping_Dist C.mxd



map of
TOWN OF RIVERHEAD
 REFUSE DISTRICT "D"



TOWN OF RIVERHEAD
 200 Howell Ave.
 Riverhead, New York 11901

DATE: 3/26/2014
 N:\GIS\simps191 Sanitation Mapping_Dist D.mxd



LONG ISLAND SOUND



Refuse District "E"

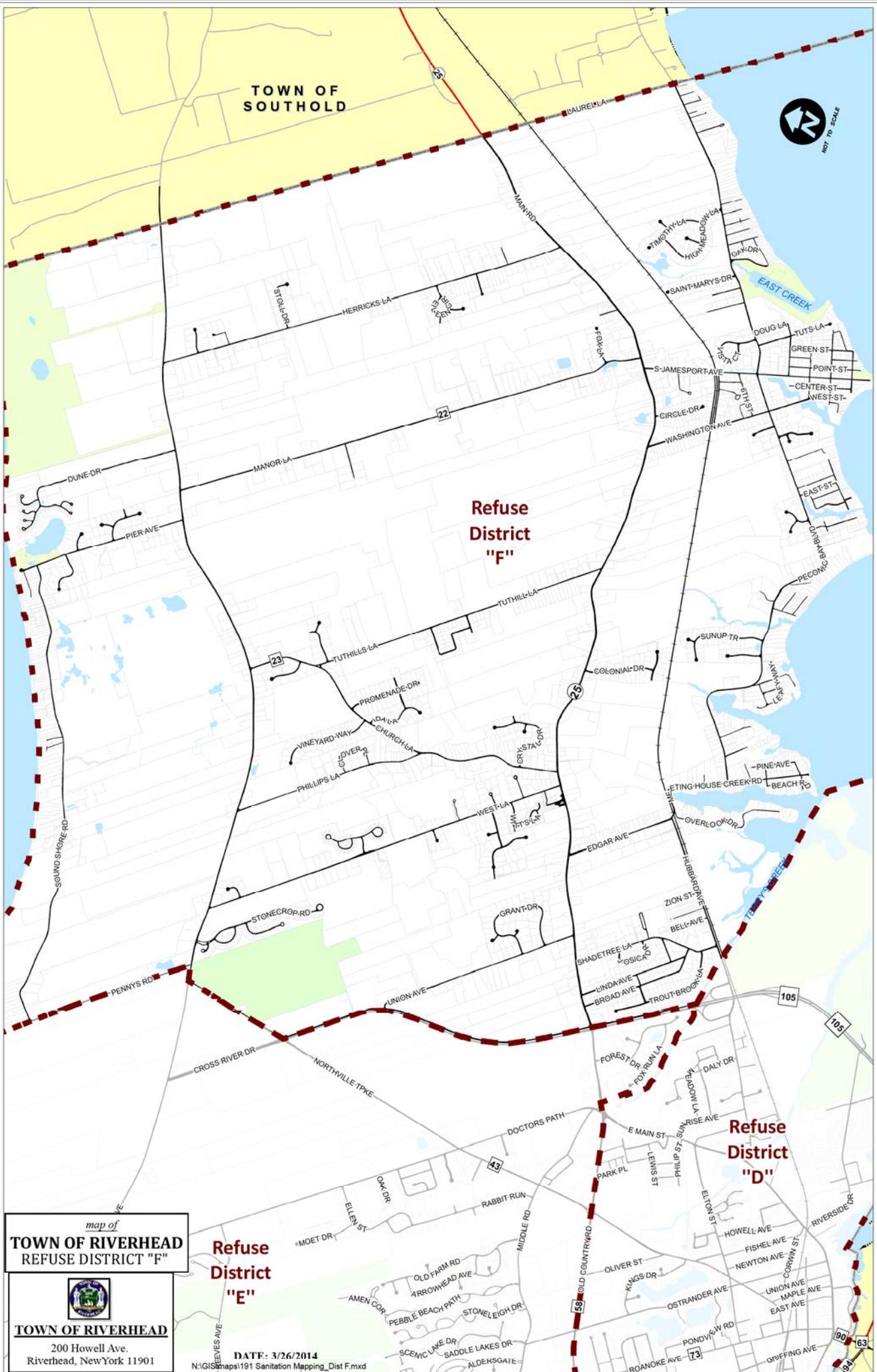
Refuse District "D"

map of
TOWN OF RIVERHEAD
REFUSE DISTRICT "E"



TOWN OF RIVERHEAD
200 Howell Ave.
Riverhead, New York 11901

DATE: 3/26/2014
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TOWN OF SOUTHOLD

Refuse District "F"

Refuse District "D"

Refuse District "E"

map of
TOWN OF RIVERHEAD
REFUSE DISTRICT "F"



TOWN OF RIVERHEAD
200 Howell Ave.
Riverhead, New York 11901

DATE: 3/26/2014
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APPENDIX B

CURRENT COLLECTION SCHEDULES FOR CBA A-F

**TOWN OF RIVERHEAD
BID SPECIFICATIONS
RESIDENTIAL SOLE) WASTE COLLECTION AND DISPOSAL SERVICES
FOR THE RIVERHEAD REFUSE AND GARBAGE DISTRICT**

APPENDIX B

CURRENT WASTE COLLECTION SCHEDULE FOR CBAs A-F

CBA	Waste Collection Days
A	Monday/Thursday
B	Tuesday/Friday
C	Tuesday/Friday
D	Monday/Thursday
E	Monday/Thursday
F	Tuesday/Friday

APPENDIX C

NYS PREVAILING WAGE RATES



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

TOWN OF RIVERHEAD
DREW DILLINGHAM, TOWN ENGINEER
TOWN OF RIVERHEAD
200 HOWELL AVENUE
RIVERHEAD NY 11901

Schedule Year 2016 through 2017
Date Requested 06/14/2017
PRC# 2017900658

Location TOWNWIDE
Project ID#
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone:(518)457-5589 Fax: (518)485-1870 W. Averell Harriman State Office Campus,
Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer¹. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a "Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

¹ The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12 Rm 130 Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



TOWN OF RIVERHEAD
 DREW DILLINGHAM, TOWN ENGINEER
 TOWN OF RIVERHEAD 200
 HOWELL AVENUE RIVERHEAD
 NY 11901

Schedule Year 2016 through
 2017
 Date Requested 06/14/2017
 PRC# 2017900658

Location Project TOWNWIDE
 ID# Occupation
 Type(s) Trash and Refuse Removal

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification N		nmhpr	
Name-		_____	
AHrlrpee-			
Pity		State: 7ip-	
Amount of Contract:		Occupation(s):	
S / _____		_____	
Approximate Starting Date:		/ /	
Approximate Completion Date:		_____	

Phone:(518)457-5589 Fax: (518)485-1870 W. Averell Ham'man State Office
 Campus, Bldg. 12, Room 130, Albany, NY 12240



New York State Department of Labor
Bureau of Public Work
SOBC-Bldg. 12-Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates [Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the POL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a rjagewhere employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); if a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:

Telephone #

FAX #

Bureau of Public Work	Albany	518-457-2744	518-485-0240
Bureau of Public Work	Binghamton	607-721-8005	607-721-8004
Bureau of Public Work	Buffalo	716-847-7159	716-847-7650
Bureau of Public Work	Garden City	516-228-3915	516-794-3518
Bureau of Public Work	Newburgh	845-568-5287	845-568-5332
Bureau of Public Work	New York City	212-932-2419	212-775-3579
Bureau of Public Work	Patchogue	631-687-4882	631-687-4902
Bureau of Public Work	Rochester	585-258-4505	585-258-4708
Bureau of Public Work	Syracuse	315-428-4056	315-428-4671
Bureau of Public Work	Utica	315-793-2314	315-793-2514
Bureau of Public Work	White Plains	914-997-9507	914-997-9523
Bureau of Public Work	Central Office	518-457-5589	518-485-1870

Suffolk County Article 9

Trash and Refuse Removal

06/01/2017

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

For use with Transfer Station Operation.

Per hour:	07/01/2016
Indus. Truck Driver/Tractor Operator	\$ 19.98
Laborer/ non-construction	\$ 14.30
Conveyor operators and tenders	\$18.07
Weighers/Measurers	\$15.36

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour worked: **\$ 1.75**

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

Trash and Refuse Removal

06/01/2017

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:
Effective Period: 07/01/2016

MEDICAL WASTE REMOVAL

Driver (Chauffeur)	\$ 20.47
Helper	16.72
Tractor Trailer Driver	22.97

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

The following is required addition to the wages. 07/01/2016 Page 12

Rate per Hour:

Vacation:	(10) days
I year of service	(15) days
but less than five years 5	(16) days
years of service but less	(17) days
than ten years 10 years of	(18) days
service	(19) days
II years of service	(20) days
12 years of service	(21) days
13 years of service	(22) days
14 years of service	(23) days
20 years of service	(24) days
21 years of service	(25) days
22 years of service	
23 years of service	11 days off with pay
24 years of service	10 days off with pay

Hired prior to 12/01/1991
 Hired after 12/01/1991

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B2, S) on OVERTIME PAGE
 Overtime Description:

The sixth day of work in a work week is paid at time and one-half the regular hourly rate, the seventh day of work in a work week is paid at double time the regular hourly rate.

HOLIDAY

Paid: See (5, 6, 25) on HOLIDAY PAGE

10-813 MW

Trash and Refuse Removal

06/01/2017

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

COMMERCIAL WORK (includes: front, rear loading and roll-off trucks) per hour worked
 07/01/2016 07/01/2017

DRIVERS:	\$ 24.05	\$ 24.05
HELPER:	23.87	23.87

RESIDENTIAL: (curbside, loose bag and others)

DRIVERS:	\$ 19.85	\$ 19.85
HELPERS:	17.25	17.25

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Supplements (per hr worked paid up to 40 hrs a week)

07/01/2016 \$11.64

Additional (per hr worked paid up to 40 hrs a week)

First Year Prorated at 1/12 for each month of service

1 yr but less than 3	1 week
3 yrs but less than 5	2 weeks
5 plus years	3 weeks

Sick Days

First 6 months	2 days
6 months to 1 year	Additional 1 day for each 2 months worked
After 1 year	6 days

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B2, K) on OVERTIME PAGE

Note - Double time and half the hourly rate on Sunday, if worked.

HOLIDAY

Paid: See (5, 6, 11, 12, 15, 25, 26) on HOLIDAY PAGE

Overtime:

See (5, 6, 11, 12, 15, 25, 26) on HOLIDAY PAGE

Note - Must work the regularly scheduled day before and two regularly scheduled days after.

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- AA) Time and one half of the hourly rate after 7 and one half hours per day
- A) Time and one half of the hourly rate after 7 hours per day
- B) Time and one half of the hourly rate after 8 hours per day
- B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- B2) Time and one half of the hourly rate after 40 hours per week
- C) Double the hourly rate after 7 hours per day
- C1) Double the hourly rate after 7 and one half hours per day
- D) Double the hourly rate after 8 hours per day
- D1) Double the hourly rate after 9 hours per day
- E) Time and one half of the hourly rate on Saturday
- E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- E5) Double time after 8 hours on Saturdays
- F) Time and one half of the hourly rate on Saturday and Sunday
- G) Time and one half of the hourly rate on Saturday and Holidays
- H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- I) Time and one half of the hourly rate on Sunday
- J) Time and one half of the hourly rate on Sunday and Holidays
- K) Time and one half of the hourly rate on Holidays
- L) Double the hourly rate on Saturday
- M) Double the hourly rate on Saturday and Sunday
- N) Double the hourly rate on Saturday and Holidays
- O) Double the hourly rate on Saturday, Sunday, and Holidays
- P) Double the hourly rate on Sunday
- Q) Double the hourly rate on Sunday and Holidays
- R) Double the hourly rate on Holidays
- S) Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- 1) None
- 2) Labor Day
- 3) Memorial Day and Labor Day
- 4) Memorial Day and July 4th
- 5) Memorial Day, July 4th, and Labor Day
- 6) New Year's, Thanksgiving, and Christmas
- 7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- 8) Good Friday
- 9) Lincoln's Birthday
- 10) Washington's Birthday
- 11) Columbus Day
- 12) Election Day
- 13) Presidential Election Day
- 14) 1/2 Day on Presidential Election Day
- 15) Veterans Day
- 16) Day after Thanksgiving
- 17) July 4th
- 18) 1/2 Day before Christmas
- 19) 1/2 Day before New Years
- 20) Thanksgiving
- 21) New Year's Day
- 22) Christmas
- 23) Day before Christmas
- 24) Day before New Year's
- 25) Presidents' Day
- 26) Martin Luther King, Jr. Day
- 27) Memorial Day



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240
REQUEST FOR WAGE AND SUPPLEMENT INFORMATION
 As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.
This Form Must Be Typed]

Submitted By: Contracting Agency Architect or Engineering Firm Public Work District Office
 (Check Only One) Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address [] (Check if new or change) 2. NY State Units (see Item 5)

D 01 DOT	D 07 City
D 02 OGS	D 08 Local School District
D 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District
D 04 State University Construction Fund	D 10 Village
Q 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town
D 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County
	<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)

Telephone: () Fax:()
 E-Mail: _____

3. SEND REPLY TO (check if new or change) Name and complete address: 4. SERVICE REQUIRED. Check appropriate box and provide project information.

D New Schedule of Wages and Supplements.
 APPROXIMATE BID DATE : _____
 D Additional Occupation and/or Redetermination

Telephone^ () Fax: () PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT: _____ OFFICE USE ONLY

E-Mail: _____

B. PROJECT PARTICULARS

5- Project Title

Description of Work

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project: Location on Site _____
 Route No/Street Address _____
 Village or City _____
 Town _____
 County _____

7. Nature of Project - Check One:

<input type="checkbox"/> 1 • New Building	8. OCCUPATION FOR PROJECT:	D Guards, Watchmen
<input type="checkbox"/> 2. Addition to Existing Structure	D Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators
<input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)	<input checked="" type="checkbox"/> Tunnel	D Moving furniture and equipment
<input type="checkbox"/> 4. New Sewer or Waterline	<input type="checkbox"/> Residential	D Trash and refuse removal
<input type="checkbox"/> 5. Other New Construction (Explain)	D Landscape Maintenance	D Window cleaners
<input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration	<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Other (Describe)
<input type="checkbox"/> 7. Demolition	D Exterminators, Fumigators D	
<input type="checkbox"/> 8. Building Service Contract	Fire Safety Director, NYC Only	

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature

PW-39(04.11)

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has **WILLFULLY** failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.nv.us/EDList/searchPage.do>

NYS DOL Bureau of Public Work Debarment List 05/17/2017
Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		AIRPORT SERVICE LTD		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL		CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHESNY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO NINC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/ONCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC		TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERSNY 10701	03/31/2015	03/31/2020

APPENDIX D

CONTRACT CARTER MONTHLY REPORT FORM

**TOWN OF RIVERHEAD
REFUSE AND GARBAGE DISTRICT
CONTRACT CARTER MONTHLY TONNAGE REPORT FORM**

Date:

Contractor:

CBA:

Data for Month of:

				Total
Week of:				
SW Tonnage:				
Paper/Occ Tonnage:				
Commingled Containers Tonnage:				
Total:				

Yard Waste to Town (number or Loads)				
---	--	--	--	--

Separated Yard Waste to Other Facility				
---	--	--	--	--