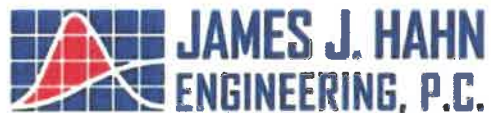


PROPOSAL
CONTRACT DOCUMENTS
SPECIFICATIONS
FOR
SEWAGE PLANT SLUDGE REMOVAL 2026

Village of Buchanan
Westchester County
New York

Prepared By:



Putnam Business Park
1689 Route 22
Brewster, New York 10509

June 2026

SECTION A
NOTICE TO BIDDERS

Sealed proposals for performing the work herein described will be received by the Board of Trustees of the Village of Buchanan, New York at the office of the Village Clerk in the Municipal Building, 236 Tate Avenue, Buchanan, New York until 2:00 P.M local time on June 18, 2026, at which time such bids will be publicly opened and read.

The work to be done under this contract, identified as Sewage Plant Sludge Removal, comprises the removal, transportation and disposal of approximately 1,100,000 gallons of sludge from the Holding Tank of the Village Sewage Treatment Plant and 5 sewage pump station wet wells.

Specifications and Contract Documents may be obtained at the office of the Village Clerk, Buchanan, New York on/or after, June 8, 2026.

Bids shall be made on the Proposal Forms furnished with the Specifications, and must be accompanied by a Consent of Surety and by a certified or cashier's check, drawn on a solvent bank, in the sum of not less than 5% of the total amount of the bid. Checks shall be made payable to the Village of Buchanan, New York, and are to be held by the Village as a guaranty for the proper execution and delivery of the contract and bond to secure the faithful performance thereof. In default of such execution and delivery of contract and bond the amount of the deposit represented by the check shall be forfeited to and retained by the Village of Buchanan as liquidated damages.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village of Buchanan, Municipal Building, Buchanan, New York 10511, and endorsed "Proposal for Sewage Plant Sludge Removal 2026".

The Village of Buchanan reserves the right to reject any and all bids, to waive any informality in any bid, and to award the contract to other than the lowest bidder if deemed in the best interest of the Village to do so.

By Order of the Village Board
Marcus Serrano
Village Administrator

The undersigned affirms that, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- d) **The Village may elect, if agreed to by the contractor, to extend the prices and quantity for one (1) additional year.** If an extension is approved, it is expected that there shall be no increase in quantities.

The undersigned agrees that, if this proposal is accepted, he will execute and deliver a contract in the form prescribed, and will furnish performance and payment bond as required therein within ten (10) days from the date of contract award.

The undersigned further agrees to commence work within ten days from the date of notification, in writing, to proceed, and that work will be continued without interruption and will all possible energy and dispatch, giving preference to such portions of the work as the Engineer may indicate, so as to comply with the terms of the Contract and to complete the work within five (5) consecutive working days thereafter.

A certified check or cashier's check in the amount of not less than 5% of the total amount of the bid, together with a duly executed Consent of Surety, accompanies this proposal.

Dated _____, 2026 _____

Attest _____, 2026 _____

Notary Public

Signature and Business Address

PROSECUTION AND COMPLETION OF WORK

The bidder to whom the contract is awarded will be required to start work within ten (10) days after signing the contract, to prosecute the work expeditiously, and to satisfactorily complete the contract within the time limit shown in the contract.

WITHDRAWAL OF BIDS

No bid will be allowed to be withdrawn for any reason whatever, after it has been deposited with the Owner, until after a period of sixty (60) days.

COMPLIANCE WITH LAWS, PERMITS, ETC.

The successful bidder will be required to keep informed and to comply with all Federal, State and Local Laws or Ordinances as may apply to the execution of the work.

Such bidder shall obtain and pay for all necessary permits from the municipality or other public authorities, and shall give all notices required by law.

CONSENT OF SURETY

Each proposal must be accompanied by a Consent of Surety by a surety company licensed to conduct business in New York State, agreeing to furnish the required contract bond upon award of the contract.

BID SECURITY

Each proposal shall be accompanied by a certified or cashier's check drawn on a solvent bank in the amount of not less than 5% of the total amount of the bid. Check shall be made payable to the Village of Buchanan, New York, and will be held by it as a guaranty that, in the event the bid is accepted and a contract awarded to the bidder, the contract will be duly executed and its performance secured by the performance bond.

All deposits, except those of the three lowest responsible bidders, will be returned within three (3) days after the receipt of bids. Deposits made by the three lowest bidders may be retained until this contract has been executed. The deposit made by the successful bidder to whom this contract is awarded, will be returned upon execution and delivery of the contract and bond.

RISKS AND INDEMNIFICATION ASSUMED BY CONTRACTOR

The successful bidder shall be the insurer of the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the successful bidder, of the Owner, of the Engineers, or of third persons or from acts of God or the Public Enemy or otherwise, excepting only risks which result solely from affirmative, willful acts of the Owner, subsequent to the submission of the proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.
2. The risk of injuries or damages, direct or consequential, to the Owner, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, agents, and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the Owner, its officers, agents and employees, arising or alleged out of the performance of the work, as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Owner or any of its employees or agents. The Contractor shall indemnify the Owner, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in defense, settlement or satisfaction thereof.

Neither the acceptance of the completed work nor payment therefore shall release the Contractor from his obligation under this Section. Provided, however, that the risks and indemnifications assumed by the Contractor shall not inure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with the Contract.

START OF WORK

Work shall be commenced within the number of calendar days designated in the proposal from the date of notice from the Owner to commence work. Any work performed prior to the date of said notice to commence work will be at the Contractor's sole instance and expense. The time for the completion shall be that fixed by the Proposal.

SUBCONTRACTING

The Owner reserves the right to withhold approval of subcontracts the sum total of which exceeds fifty (50%) percent of this contract, and to require the Contractor to perform directly with his own employees not less than fifty (50%) percent of the total value of the contracts held by him, such percentage to be calculated on the basis of the contract price stipulated in the proposal.

substitution is equal in construction and efficiency to that named in the specification shall rest on the Contractor; and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

DISQUALIFICATION FROM PUBLIC CONTRACTS OF PERSONS WHO REFUSE TO WAIVE IMMUNITY WHEN CALLED TO TESTIFY BEFORE A GRAND JURY

It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership, or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director, or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State, Westchester County, or any public department or official thereof, and the Village, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and
- (b) Any and all contracts made with the State, the Village of Buchanan, or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the State, or by the Village of Buchanan, without incurring any penalty or damages on account of such cancellation or termination, but any monies owing pursuant to said transaction or contract prior to the cancellation or termination shall be paid.

temporary permit for the work from the Westchester County Department of Environmental Facilities.

MINIMUM WAGE RATES

As established by the Industrial Commissioner of the State of New York, in accordance with Sections 220, Subdivision 3 and 220-D of the Labor Law, the minimum rates so established are to be paid.

SPECIFICATIONS

Liquid sludge from the Sewage Treatment Plant is pumped into the plant sludge Holding Tank which is south of the Control Building and some 40 feet from the nearest roadway. The Holding Tank is a concrete structure with an inside diameter of 40 feet and a depth of liquid varying from eight feet (8') to thirteen feet (13'), having a steel plate top with access manhole. It has a capacity of approximately 100,000 gallons from bottom to outflow level at elevation 38.0.

The sludge is to be pumped from the bottom of the tank, through the access manhole using suitable hoses or other conduits and pumps, into the tank trucks to be used for transport. Tank trucks shall be equipped with suitable fittings and equipment acceptable to the public authorities of jurisdiction to prevent spillage and leakage of the sludge. Trucks shall only be of the vacuum truck type.

BID ITEM I

REMOVAL AND DISPOSAL OF SLUDGE TO A LEGAL DISPOSAL FACILITY

The Contractor shall supply tank trucks which will transport the liquid sludge to and discharge at the legally acceptable sludge disposal site. The Contractor will pay all costs associated with sludge disposal, removal and any other costs that includes the removal and disposal of sewage sludge from the Village of Buchanan sludge holding tank. The Contractor shall provide tickets from a disposal facility outside the Village which includes the total number of gallons received as shown on the ticket. Tickets shall be submitted on a monthly basis to the sewage treatment plant operator.

Extreme care must be used at all times to prevent leakage or spillage of sludge.

Contractor shall obtain and pay for all necessary permits and pay all fees required including all costs associated with the legal disposal of sludge.

Payment will be made for the number of gallons of sludge removed computed to the nearest 10 gallons, as certified by the Treatment Plant Operator.

The Sewage Treatment Plant personnel shall have access to view transport truck tanks prior to and after pumping of sludge operations.

The disposal of Village sludge must be pursuant to all New York State Department of Health and New York State Department of Environmental Conservation requirements, regulations and any special conditions pursuant thereto.

- the prompt completion of said work.
3. Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
 4. Neglecting or refusing to remove material rejected as defective and unsuitable.
 5. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
 6. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
 7. Becoming insolvent or declared bankrupt or commits any act of bankruptcy or insolvency.
 8. Allowing a final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
 9. Making any assignment for the benefit of creditors.
 10. Violating any covenants contained in the Contract Documents.
 11. Failure to eliminate unsafe conditions within 12 hours.
 12. Failure to discharge sludge to a facility outside of the Village.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract, shall be deducted from any moneys due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

ARTICLE III - THE CONTRACT SUM

- (a) The Owner shall pay to the Contractor for the performance of the Contract the amounts determined for the total quantity of each of the units of work completed at the unit prices states in the Proposal sheet of the Specifications which is made a part hereof. The quantity of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract. The Contractor shall dispose of the sludge as directed by the Village to a legal facility. The approximate Contract amount based upon the estimated quantities set forth in Bid Item I in the Proposal Sheet.
- (b) Extra work not included in Article I but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units may be done at mutually agreed upon unit prices, or on a lump sum basis, or under the provisions of Article V "Force Account Work".

ARTICLE IV - PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as follows:

- (a) On not later than the fifth day of every month the Contractor shall present to the Engineer an invoice covering the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the Engineer. No payment will be made without supporting documentation. Tickets for sludge hauling, as described in Bid Item I, shall be considered supporting documentation and shall be submitted monthly.
- (b) On or about the 15th of the month, the Owner shall, after deducting previous payments made, pay to the Contractor ninety (90%) percent of the amount of the invoice as approved by the Engineer. The ten (10%) percent retained percentage will be held by the Owner until final completion and acceptance of the work. Payments for work, under Subcontracts of the General Contractor, shall be subject to the above conditions applying to the general Contract.
- (c) Final payment of all monies due on the Contract shall be made within thirty (30) days of completion and acceptance of the work.

ARTICLE V - FORCE ACCOUNT WORK

If the Engineer orders, in writing, the performance of any work not covered by the plans or included in the specifications, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER) SS:

On the _____ day of _____, 2026, before me personally came Theresa Knickerbocker to me known, who being by me duly sworn, did depose and say that she resides at _____, Buchanan, New York; that she is the Mayor of the Village of Buchanan, the municipality described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Village Board of said Municipality; and that she signed her name thereto by like order.

NOTARY PUBLIC

STATE OF _____)
)
COUNTY OF _____) SS:

On the _____ day of _____, 2026, before me personally came _____ to be known, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is the _____ of _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC