

**REMOVAL & DISPOSAL OF SLUDGE CAKE
FROM
CITY OF BEACON WASTEWATER TREATMENT FACILITY**

**Contract Documents
&
Technical Specifications**

**CITY OF BEACON
DUTCHESS COUNTY, NEW YORK**

**COB Bid No. 2026-002
COB Contract No. 2026-xxx**

Contractor's Signature

Date

**Consulting Engineers
Lanc & Tully
Engineering and Surveying, D.P.C.
P.O. Box 687
*Goshen, NY 10924***



March 2026

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS	A-1
INFORMATION FOR BIDDERS	
Receipt and Opening of Bids	B-1
Preparation of Bid	B-1
Bid Modification and Withdrawal	B-2
Method of Bidding	B-2
Bid Security	B-2
Liquidated Damages for Failure to Enter Into Contract	B-3
Addenda and Interpretations	B-3
Security for Faithful Performance	B-3
Warranty and Guarantee	B-3
Obligation of Bidder	B-3
Qualifications of Bidder	B-4
Power of Attorney	B-4
Time of Completion and Liquidated Damages	B-4
Laws and Regulations	B-4
Additions and Deletions	B-4
Insurance	B-4
Contractor Information Form	B-5
Conflict of Interest Statement	B-6
Reference Sheet	B-7
Statement of Bidders Qualifications	B-8
Certification of Bidder Regarding E.O.E.	B-11
Bidder's Certificate of Limited Foreign Involvement.	B-12
Bidder's Certificate of Compliance with Iran Divestment Act.	B-13
Bidder's Certificate of Compliance with NYSDOL Sexual Harassment Prevention.....	B-14
BID FORM	C-1
BID BOND	D-1
NON-COLLUSIVE BIDDING CERTIFICATION	E-1
AGREEMENT	F-1

TABLE OF CONTENTS - *continued*

NOTICE OF AWARD..... G-1

NOTICE TO PROCEED H-1

SUPPLEMENTARY CONDITIONS

 Contractor's and Subcontractor's Insurance..... I-1

 Sales Tax I-1

TECHNICAL SPECIFICATIONS

ADVERTISEMENT FOR BIDS

**Removal & Disposal of Sludge Cake
from
City of Beacon Wastewater Treatment Facility
City of Beacon, Dutchess County, New York**

Separate sealed bids will be received by the City of Beacon in City Hall at One Municipal Plaza, Beacon, New York, until 10:00 a.m. on Tuesday April 14, 2026, and then at said office publicly opened and read aloud. Bids are requested for:

**Removal & Disposal of Sludge Cake
from
City of Beacon Wastewater Treatment Facility
City of Beacon, Dutchess County, New York**

GENERAL CONTRACT:

Contract includes removal of dewatered sludge, providing sludge cake storage container, and disposal of sludge cake for 3-years.

Documents may be obtained via electronic means from: Proposals and Bid Notices – City of Beacon (beaconny.gov), Bidnet, NYS Contract Reporter. Paper Copies of the Contract Documents and Plans may be obtained at Lanc & Tully Engineering and Surveying, D.P.C., 3132 Route 207, Campbell Hall, NY 10916. Phone (845) 294-3700, between the hours of 9:00 am and 3:00 pm, starting on March 31, 2026. Persons shall leave name, correct mailing address, phone, fax and email address, along with a \$25.00 deposit for each set of documents and plans. The deposit shall be in the form of check or money order ONLY, for each set and shall be drawn payable to the City of Beacon. Addenda, if any, will be issued only to those persons whose name and address are on the record as having obtained the contract documents.

The City of Beacon reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to reject any or all bids, to request additional information from any Bidder, to re-advertise for new bids or to accept the whole or part of any bid which in the opinion of the City Council of the City of Beacon is in the best interest of the City of Beacon. The City of Beacon will not discriminate against bidders because of race, creed, color, national origin, sex, age, disability, or marital status.

Each bidder must deposit with his bid security in the proper amount and form, as described and provided in the Information to Bidders and Non-Collusive Certificate.

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Beacon, Dutchess County, New York (herein, called the "CITY") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Envelopes containing the bids must be sealed, addressed to: City of Beacon, City Hall, One Municipal Plaza, Beacon, New York 12508 and designated as **Removal & Disposal of Sludge Cake from City of Beacon Wastewater Treatment Facility** must be actually received not later than the time and the date specified in the Advertisement for Bids.

The City may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or by typewriter. In addition to the prescribed for, each bid must be accompanied by the following:

1. Required Bid Security
2. Information Sheet
3. Conflict of Interest Statement
4. Reference Sheet
5. Equal Employment Opportunity
6. Non-Collusive Bidding Certificate
7. Statement of Bidder's Qualifications
8. Certification of Limited Foreign Involvement
9. Certification of Compliance with Iran Divestment Act
10. Certification of Compliance with NYS DOL Sexual Harassment Prevention

Each envelope containing a bid shall bear on the outside the name and address of the bidder, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid shall be enclosed in another envelope addressed as specified above.

The Contractor shall not include in the bid any sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials which are to be incorporated in the work. The City has a tax exemption number and forms which will be made available to the successful bidder to the extent permitted under the present applicable statutes.

No bids will be accepted unless the Non-Collusive Bidding Certificate provided in these specifications is properly executed and submitted with the bid, as required by the General Municipal Law.

3. BID MODIFICATION AND WITHDRAWAL

Any bidder may modify or withdraw his bid by telegraphic or written communication at any time prior to the opening of bids, provided such communication is received by the City prior to the opening, and provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the opening time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days from the opening of bids time, no consideration will be given to the telegraphic modification.

4. METHOD OF BIDDING

A. The bid is unit price per item.

B. Lowest Bidder

Bids will be compared on the basis of the correct totals of the schedule of quantities comprising all items at the unit and lump sum prices bid for these items. The lowest bidder under each Contract will be that Bidder whose Bid totals the lowest number of dollars as determined above.

City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, City reserves the right to reject the Bid of any Bidder if City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. Discrepancies in the Multiplication of units of Work and unit prices will be resolved in favor of the Unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

5. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder or a bid bond prepared on the Bid Bond Form attached, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, **licensed in the state of New York with a minimum rating of "bbb"**, in the amount of \$7,500. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the City and accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at anytime thereafter, as long as he has not been notified of the acceptance of his bid. Bid Security shall be made payable to the City of Beacon.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the City the security deposited with this bid, which sum is agreed on as the proper measure of liquidated damages that the City will sustain as a result of the failure or refusal to execute and deliver the contract and bonds as required in this paragraph. This sum is not to be construed in any sense as a penalty but as a good faith measure of the economic injury to the City which otherwise is impractical to calculate.

7. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing and emailed to Lanc & Tully, D.P.C., at jdr@lanctully.com to be given consideration must be received at least five working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the contract and/or specifications which, if issued, will be posted to the various websites noted in the "Advertisement For Bids" not later than three working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

8. SECURITY FOR FAITHFUL PERFORMANCE

NOT APPLICABLE

9. WARRANTY AND GUARANTEE

NOT APPLICABLE

10. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the Technical Specifications and to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid. The lowest bidder shall supply the names and addresses of recipients of sludge cake disposal sites, a valid permit from New York State Department of Environmental Conservation or other governing agencies for sludge cake disposal, and valid permit from New York State Department of Environmental Conservation to transport sludge cake from the City's wastewater treatment facility.

11. QUALIFICATIONS OF BIDDER

The City may make such investigations as he deems necessary to determine the ability of the bidder to perform the services and work as required by the contract and technical specifications, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The bidder shall provide several references. Reference information shall include at minimum the project/service contract name, name of contact person, phone number of contact, value of project/service contract, and a description of project/service contract. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

12. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

13. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder shall agree to remove and dispose of sludge cake in a timely fashion, as mentioned in the Technical Specifications.

Bidder shall agree to pay liquidated damages in the amount of \$1,000.00 per day for each consecutive day delay in removing sludge cake from the City's Wastewater Treatment Facility.

14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.

15. ADDITIONS AND DELETIONS

NOT APPLICABLE

16. INSURANCE

During the life of the contract, the Contractor shall maintain in full force and effect the following.

1. Workers Compensation Insurance and New York State Disability Insurance in conformity with the applicable laws of the State of New York.
2. Contractor's Comprehensive General Liability and Property Damage Insurance.
3. Contractor's Protective Comprehensive General Liability and Property Damage Insurance in his own name and for Sub-contractor operations.
4. Contractor's Protective Comprehensive General Liability and Property Damage Liability Insurance in the name of the City.
5. Bodily Injury Liability and Property Damage Liability Insurance for all automotive equipment utilized for this contract.
6. Environmental Pollution Liability Insurance.

DATE: _____

BID NAME: _____

INFORMATION SHEET

NAME OF BIDDER: _____

ADDRESS: _____

TYPE OF ENTITY: Corp _____ Partnership _____ Individual _____

If a non-publicly owned Corporation:

NAME OF CORPORATION: _____

List Principal Stockholders, holding over 5% of outstanding shares:

LIST OFFICERS: _____

LIST DIRECTORS: _____

DATE OF ORGANIZATION: _____

If partnership:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

If the business is conducted under an assumed name, a copy of the Certificate required to be filed under the New York General Business Law must be attached.

**CITY OF BEACON
CONFLICT OF INTEREST STATEMENT**

BIDDER'S NAME: _____

SIGNATURE REQUIRED: _____

Print Name

DATE: _____

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the Board of Directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Purchasing Agent.

"The submission of this constitutes a certification that no City Officer has any interest therein. (Note: In the event that any City Official has any such interest, the full nature thereof should be disclosed below.)"

REFERENCE SHEET

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 24 months. The City reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

If references have been filed with the City of Beacon Purchasing Department during the last 12 months, it will not be necessary to complete this form. Indicate filing date on the line provided.

BIDDER'S NAME: _____

DATE FILED: _____

Bidder's Name: _____

Project/Service Contract Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Bidder's Name: _____

Project/Service Contract Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Bidder's Name: _____

Project/Service Contract Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

STATEMENT OF BIDDERS QUALIFICATIONS

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Answer all questions in a clear and comprehensive manner. This form must be completed in full and sealed (if corporation) or signed by all partners. The bidder may submit any additional information he/she desires.

NOTE: THIS STATEMENT MUST BE NOTARIZED.

SUBMITTED BY:

Name of Bidder: _____

Federal Identification Number: _____

Permanent Principal Office Address:

Corporation ___ Partnership ___ Individual ___ Joint Venture
Other

1. Date When Firm Organized:
2. State of incorporation:
3. How many years has your organization been engaged in contracting under your present firm or trade name?
4. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
5. Has any office or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? _____ If so, state circumstances:

9. Experience in work similar in scope and scale to this project:

10. List the construction experience of the principle individuals of your organization:

11. Trade References:

12. Bank References:

State of New York Name of Bidder:

County of () Date:

On this _____ day of _____, 2026 before me came

_____ to me known to be the individual(s)

described in and who executed the foregoing instrument and acknowledged

that he/she executed the same.

Notary Public

County

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractor, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (INCLUDE ZIP CODE)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

No Yes

2. Compliance reports were required to be filed in connection with such contract or subcontract.

No Yes

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

No Yes

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

No Yes

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

REPLACES FORM HUD-4238.CD-1, WHICH IS OBSOLETE

**BIDDER'S CERTIFICATION OF
LIMITED FOREIGN INVOLVEMENT**

(Completion of this statement is required in advance of consideration for award of this contract.)

SUBMITTED TO:

SUBMITTED FOR:

SUBMITTED BY:

Name: _____
(print or type name of bidder)

A Corporation / A Partnership / An Individual / A Joint Venture

Address: _____

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements made hereinafter.

1. The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offeror will not provide any product of a country included on the USTR list.

(print or type name of bidder)

(Seal, if Corporation)

By: _____

Title: _____

*BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT
ACT*

Pursuant to General Municipal Law §103-g, which generally prohibits the City of Beacon from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, _____, New York, 20 __

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this ___ day of _____, 20 __

Notary Public

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH NEW YORK STATE DEPARTMENT OF LABOR
SEXUAL HARASSMENT PREVENTION POLICY**

Pursuant to New York State Labor Law §201-g, every employer shall adopt a model sexual harassment prevention policy promulgated pursuant to this subdivision or establish a sexual harassment prevention policy to prevent sexual harassment that equals or exceeds the minimum standards provided by such model sexual harassment prevention policy.

Pursuant to New York State Finance Law §139-1, every bid hereafter made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury:

BIDDER'S CERTIFICATION

By submission of this bid, _____
(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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-g of the Labor law."

_____ further represents that it has adopted a sexual harassment prevention policy ('policy') and that it provides annual sexual harassment prevention training to its employees as required by and consistent with the regulations promulgated by the New York State Department of Labor. _____ agrees to provide a copy of the policy to _____ upon request.

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this ___ day of _____, 20 ___

Notary Public

BID FORM

**Removal & Disposal of Sludge Cake
from
City of Beacon Wastewater Treatment Facility
City of Beacon, Dutchess County, New York**

This Bid is submitted to:

CITY OF BEACON CITY HALL
ONE MUNICIPAL PLAZA
BEACON, NEW YORK 12508

By: _____
(Name of Contractor)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY OF BEACON in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Technical Specifications for the Contract Price and within the Contract Time indicated in the accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the specified number of calendar days after the day of Bid opening as stated in the Information for Bidders. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements also as specified in the Information for Bidders.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents, the Advertisement for Bids, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

<u>Date Received</u>	<u>Addendum Number</u>
_____	_____
_____	_____

4. BIDDER has familiarized itself with the nature and extent of the Contract Documents, technical specifications, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

BID FORM - *continued*

- 5. BIDDER agrees that the Work will be complete in accordance with the Contract Documents within the number of calendar days indicated in the Agreement and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

- 6. The following documents are attached to and made a Condition of this Bid:
 - A. Required Bid Security in the form of: (check appropriately)
 - 1. \$7,500 Bid Bond _____
 - 2. Certified Check _____
 - 3. Cash _____

 - B. Non-Collusion Bidding Certification
 - C. Certification of Bidder regarding Equal Employment Opportunity
 - D. Information Sheet
 - E. Conflict of Interest Statement
 - F. Reference Sheet
 - G. Assurance of Compliance
 - H. Statement of Bidder's Qualifications
 - I. Certification of Limited Foreign Involvement
 - J. Certification of Compliance with Iran Divestment Act
 - K. Certification of Compliance with NYSDOL Sexual Harassment Prevention

- 7. Communications concerning this Bid shall be addressed to the BIDDER at the following address:

- 8. The terms used in this Bid are defined and have the meanings assigned to them in the General Conditions.

- 9. The UNIT PRICES shall include all of the Contractor's Costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, etc.

- 10. The approximate quantities of work to be performed under the Contract are set forth in the Technical Specifications. These quantities are to be considered as approximate only. The City does not expressly or by implication aggress that the actual amount will correspond therewith. The Contractor shall at no time make claim for anticipated profit or loss of profit because of any difference between the quantities of work actually done and estimated quantities. The Contractor will be paid only for the actual quantities of work performed at the Contract unit price bid.

BID FORM - *continued*

**REMOVAL & DISPOSAL OF SLUDGE CAKE FROM
CITY OF BEACON WASTEWATER TREATMENT FACILITY**

Three (3) Year Agreement:

Price per wet ton \$ _____ (1st Year)

(in words)

The following unit price increases for Years 2 and 3 shall be as follows:

- 2nd Year - The unit price to be paid the 2nd year per wet ton will be based upon the 1st year unit price increased by the Consumer Price Index (CPI) price for “Water and sewer and trash collection services” as found in “Table 2. Consumer Price Index for All Urban Consumers” as issued by the U.S. Bureau of Labor Statistics and found at www.bls.gov/news.release/cpi.t02.htm

- 3rd Year - The unit price to be paid the 3rd year per wet ton will be based upon the 2nd year unit price increased by the Consumer Price Index (CPI) price for “Water and sewer and trash collection services” as found in “Table 2. Consumer Price Index for All Urban Consumers” as issued by the U.S. Bureau of Labor Statistics and found at www.bls.gov/news.release/cpi.t02.htm

IF BIDDER is:

INDIVIDUAL

By _____
(Individual's Name)

[Seal]

doing business as _____

Business address: _____

Telephone #: _____

PARTNERSHIP

By _____
(Firm Name)

[Seal]

(General Partner)

doing business as _____

Business address: _____

Telephone #: _____

CORPORATION

By _____
(Corporation Name)

[Corporate Seal]

(State of Corporation)

By _____
(Name of Person Authorized to Sign)

(State of Corporation)

Attest: _____
(Secretary)

Business address: _____

Telephone #: _____

JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Beacon Address <i>(principal place of business)</i> : 1 Municipal Plaza Beacon, NY 12508	Bid Project <i>(name and location)</i> : Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NON-COLLUSIVE BIDDING CERTIFICATION
(General Municipal Law 103-d)

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communications, 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 in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purposes of restricting competition.

The foregoing statement has been read and subscribed by the undersigned bidder and is hereby affirmed as true under the penalties of perjury.

Company Name

Name & Title

[Seal]

Signature

Address

City & State

Telephone Number/Facsimile Number

Email Address

Federal ID Number

Date

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 2026 by and between City of Beacon acting herein through its City Administrator, hereinafter called "CITY" and _____, an individual, doing business as a partnership, a corporation of the City of _____, County of _____, State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, the CONTRACTOR hereby agrees with the CITY to: **Removal & Disposal of Sludge Cake from City of Beacon Wastewater Treatment Facility** for a 3-year term, hereinafter called the project, for the sum of:

_____ (\$ _____) per wet ton for the 1st year, with the per wet ton price increasing annually by the "Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection" over the next two (2) years, at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, tipping fees, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, Supplemental Conditions, and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Lanc & Tully Engineering and Surveying, D.P.C., herein after called "ENGINEER", all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR will remove and dispose all of the sewage sludge cake removed from the City's sewage treatment plant on a regular basis as indicated in the Technical Specifications and as directed by the City.

The City will pay Contractor per wet ton of sludge cake removed from the City and to dispose of same. The Contractor will invoice the City monthly by submitting a voucher as required by the City's Finance Department.

The Contractor shall be solely responsible and liable for the disposal of said sewage sludge cake in an approved location, which shall be selected by the Contractor.

This agreement shall remain in effect until terminated by the mutual consent of the parties. The City, however, retains the right to terminate this agreement upon 15 days notice to Contractor, upon evidence of inadequate performance by the Contractor.

The Contractor shall indemnify and hold the City harmless for any damages that may accrue as a result of the removal, transportation and disposal of the sludge cake removed from the City and for any lawsuit or judgement resulting from Contractor's activities.

The Contractor agrees to furnish insurances as stipulated in the Supplemental Conditions.

The Contractor agrees to pay liquidated damages as stipulated in the Information for Bidders.

AGREEMENT - *continued*

CONTRACTOR agrees:

- A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.
- B. Any litigation brought by the CONTRACTOR based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the CITY is located, trial to be without jury.
- C. Any legal process or notice connected with any litigation may be served on the CONTRACTOR by U.S. registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR'S last known address, and that service in such manner shall constitute good and valid service of process upon the CONTRACTOR.
- D. The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- E. This contract shall be presented in court as conclusive evidence of the foregoing agreement.
- F. The CONTRACTOR agrees that he/she/it will indemnify and save the CITY harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of the performance of this contract. The CONTRACTOR must, at the CITY'S request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the CONTRACTOR fails to do so, then the CITY may, after having served written notice on the CONTRACTOR, either pay unpaid bills, of which the CITY has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the OWNER to the CONTRACTOR.
- G. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the CITY of all claims and all liability to the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of the CITY and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR of his/he sureties from any obligation under this Contract.

AGREEMENT - *continued*

- H. Defense of Action Suit – Neither the City nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the City nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under present or future law, to any person or persons whatever, whether belonging to the City or others, occurring during or resulting from the work. The Contractor shall indemnify and save harmless the City, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than that of the City's negligence.

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by him/her/it under this Contract shall be that of an independent contractor. As an independent contractor, he/she/it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, his/her/its agents, or employees have been negligent. The Contractor shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort of kind. The Contractor shall assume all responsibilities for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of and federal, state, county or local laws, regulations or ordinance.

The Contractor agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute this agreement, to any other person or corporation without the previous consent in writing of the City.

AGREEMENT - *continued*

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

(Contractor)

(Date)

BY: _____
(City Administrator, City of Beacon)

(Date)

NOTICE OF AWARD

Dated: _____

TO: _____

(Bidder)

ADDRESS: _____

PROJECT: Removal & Disposal of Sludge Cake from City of Beacon WWTF

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: Removal & Disposal of Sludge Cake from City of Beacon WWTF, City of Beacon,
Dutchess County, New York

(Insert name of Contract, as it appears in the Bidding Documents)

You are notified that your Bid dated _____ for the above Contract has been considered.

You are the apparent Successful Bidder and have been awarded a contract for: The removal and disposal of sludge
cake from the City of Beacon WWTF for a three year (3-year) contract.

(Indicate total work, alternates or section or work awarded)

The Contract Price of your contract is _____

_____ Dollars (\$_____)

_____ copies of each the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within **ten** (10) days of the date of this Notice of Award,

that is by _____

1. You must deliver to the Owner ___ fully executed counterparts of the Agreement including all the Contract Documents. This includes _____ sets of Drawings. Each of the Contract Documents and sets of Drawings must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (§ 5.1) and Supplementary Conditions.

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3.(List other conditions precedents).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

After you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Beacon

(Owner)

BY:

(Authorized Signature) Christopher White

City Administrator

(Title)

ACCEPTANCE OF AWARD

(Contractor)

BY:

(Authorized Signature)

(Title)

(Date)

NOTICE TO PROCEED

Dated: _____

TO: _____

(Contractor)

ADDRESS: _____

PROJECT: Removal & Disposal of Sludge Cake from City of Beacon WWTF

OWNER'S CONTRACT NO.: 2026-

CONTRACT FOR: Removal & Disposal of Sludge Cake from City of Beacon WWTF, City of Beacon, Dutchess County, NY

(Insert name of Contract, as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on _____.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the date of completion and readiness for final payment is _____. Before you may start any Work at the site, ¶2.7 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insurers) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must (add other requirements):

City of Beacon

(Owner)

By:

(Authorized Signature) Christopher White

City Administrator

(Title)

ACCEPTANCE OF AWARD

(Contractor)

By:

(Authorized Signature)

(Title)

(Date)

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. CONTRACTOR'S & SUBCONTRACTOR'S INSURANCE & LIMITS

The Contractor shall provide insurance as specified in the General Conditions with coverage not less than the following amounts or greater where required by law.

- Workmen's Compensation - Statutory
- Disability Benefits - Statutory
- Comprehensive Automobile Liability (including owned, non-owned, and hired autos)
Combined Single Limit (bodily injury and property damage) - \$1,000,000
- Comprehensive General Liability
(including contractual, products and completed operations coverage)
 1. General Aggregate - \$2,000,000
 2. Products-Completed Operations Aggregate - \$1,000,000
 3. Personal Injury - \$1,000,000
 4. Each Occurrence - \$2,000,000
- Excess Liability - \$1,000,000
- Environmental Pollution Liability Insurance - \$5,000,000

THE CITY OF BEACON AND LANC & TULLY ENGINEERING AND SURVEYING, D.P.C. SHALL BE NAMED ON ALL POLICIES AS ADDITIONAL INSURED.

The Contractor shall either:

1. Require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph; or
2. Insure the activities of his subcontractors in his own policy.

2. SALES TAX

The City of Beacon is exempt from sales tax from the State of New York or any City or County in the State of New York for any material which is to be incorporated in this project. The City will make available to the successful bidder the tax exemption number and form to be used to the extent permitted under the present applicable statutes.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS
for
SLUDGE CAKE REMOVAL & DISPOSAL TO APPROVED SITES

1. **SLUDGE CAKE TYPE AND QUANTITY**

Sludge cake is generated at the City owned wastewater treatment facility. Sludge from the primary settling tanks, aeration tanks and aerated digester is pumped daily to the two gravity sludge thickeners, where sludge is thickened. Thickened sludge is then pumped to a centrifuge where sludge is dewatered. Consistency of dewatered sludge cake varies from 20% solids to 24% solids. The City of Beacon has performed lab analysis of sludge cake on a quarterly basis. The lab results are available at the treatment plant's Chief Operator's office for the Contractor's review. The Contractor, at his option with the permission of the Chief Operator, may perform additional sludge cake analysis at his cost.

Quantity of sludge cake produced varies from week to week and month to month. Records from January 2025 to December 2025 shows a monthly average of 468 wet tons, which varies from a low of 239 wet tons to a high of 630 wet tons per month. A total of 5,616 tons was removed in 2025.

2. **SLUDGE CAKE REMOVAL**

The City has conveyors to convey sludge cake to a dumpster located in the garage section of the sludge incineration building. Sludge cake from the dewatering systems will be conveyed from the centrifuges to a dumpster to be provided by the Contractor as part of this Contract. The Contractor shall furnish an adequate size dumpster (no larger than existing garage can accommodate when garage door is closed) to receive sludge cake. The wastewater treatment facility personnel will notify the Contractor when dumpster is near full. The Contractor shall remove the full dumpster and replace with another empty dumpster, within three (3) hours of receiving notification, so that sludge dewatering process is not interrupted, and the wastewater treatment facility performance is not affected. Sludge belt dewatering press is expected to be operated from Monday through Friday, with operations also occurring on approximately 6 Saturdays during the year. The Contractor shall ensure that an empty dumpster is installed on Friday afternoon. When Saturday operations are proposed, wastewater treatment facility personnel shall give 48 hours' notice to Contractor to ensure that Contractor has dumpster removed on Saturday after processing has occurred. The Contractor shall furnish a receipt indicating time, date, and amount of sludge cake removed by dumpster. The receipt shall be signed by the Chief Operator, or a designated representative. The signed receipt will be used as a basis of payment to the Contractor. No payment shall be made for an unsigned receipt.

3. **SLUDGE CAKE DISPOSAL**

The Contractor shall remove sludge cake from the wastewater treatment facility site to the disposal site in a dumpster, covered in an environmentally safe manner. The Contractor shall maintain a valid permit for the duration of the contract from the New York State Department of Environmental Conservation to haul the sludge cake from the City's wastewater treatment facility. The Contractor shall also maintain a valid permit indicating that the sludge cake receiving facility is approved by New York State Department of Environmental Conservation or other agency having jurisdiction for the disposal of sludge cake. Lab sludge cake analysis, required by sludge cake receiving facility, shall be performed by the Contractor at his own expense. The Contractor will furnish copies of all test results to the City of Beacon at no cost.