

**REQUEST FOR BIDS  
FOR  
SEWAGE SLUDGE REMOVAL  
AT  
VILLAGE OF CLAYTON SEWAGE TREATMENT PLANT**

*Bid Opening Date and Time:* January 11, 2010 at 7:00 PM (EDT)

*Location:* Village of Clayton Municipal Building, 425 Mary St., Clayton, NY 13624

*Scope of Work:* This bid request is issued to invite interested vendors to submit a quotation for removal and hauling sewage sludge from the Village of Clayton (Agency) to the City of Watertown Sewage Treatment Plant or to the Village of Carthage/West Carthage Water Pollution Control Facility. The lowest responsible bidder agrees to provide all labor and equipment necessary to haul our sewage sludge. The hauler must have a Scavenger hauler's permit, DEC Regulation No. (Part 364). ***A copy should be provided to the Agency with the submitted bid.***

*Point of Contact:* The Village Clerk as named below is the sole point of contact for matters relating to this bid proposal.

Agency: Village of Clayton  
Attention: Geneva Phelps Miller, Village Clerk-Treasurer  
Address: 425 Mary St., PO Box 250, Clayton, NY 13624  
Phone: (315) 686-5552

*Contract Award:* This contract provides for sewage sludge removal from the Village of Clayton to the City of Watertown Sewage Treatment Plant or to the Village of Carthage/West Carthage Water Pollution Control Facility.

*Contract Period:* Commence on February 1, 2010 and ending on January 31, 2011. There will be no hauling on weekends, or on weekdays prior to 8:00 a.m., unless the hauler is specifically requested by the Agency to do so.

*Termination for Cause:* If in the judgment of the Village of Clayton the contractor fails or refuses to perform the work in accordance with the contract, the Village may terminate the contract within 30 days upon issuing notice to the contractor.

*Save Harmless Clause:* The contractor agrees and stipulates that it will assume all risks of liability in the performance of services to be provided under this proposal and that it will be solely responsible and liable for damages resulting from all accidents and injuries to person(s) or property. The contractor agrees to indemnify, keep and hold harmless the Village of Clayton, its officers and employees from any and all claims for injury or damage to persons or property arising out of the service to be performed under this proposal, including negligence, active or passive, or wrongful or improper conduct

of the contractor, its agents or employees.

*Right to Cancel Contract.* The Village of Clayton reserves the right to cancel the complete contract or any part thereof, at any time, by giving the contractor a 30-day written notice of cancellation.

*Non-Collusive Statement, 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 the penalty of perjury, that to the best of its knowledge and belief:

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.

Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed 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.

*Deadline for Submission:* Bids will be received at the Village Clerk's Office, 425 Mary St., PO Box 250, Clayton, NY, 13624 until 3:00 p.m. on Monday, January 11, 2010. Bids must be submitted in a sealed envelope marked "**Sludge Bid**".

By Order of the Village Board  
Geneva Phelps Miller  
Village Clerk-Treasurer