

## **Business Manager's Report – September 10, 2024**

### **Needing Board Approval:**

- 2024 Budget Modification Request
  1. Increase ES8130.54202 Electricity \$260,000.00
  2. Increase ES8130.54203 Electricity - Plant Pump Station \$26,000.00
  3. Increase ES8130.54410 Electricity - Terminal Pump Station \$30,000.00
  4. Decrease ES8130.54150 Chemicals \$316,000.00
- Permission to Advertise for Phosphoric Acid

### **Discussion:**

- **Site Entry Agreement** – Certified Payroll verbiage, hazzards, indemnification and insurance requirements.

*Every practical effort has been made to include all business discussion items at least 24 hours in advance of scheduled Board meetings. But this is a real-time operating Plant and some items may come up that cannot wait a month for permissions or action.*



RL Number: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

# Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 (607) 772-7005

## INTERNAL REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for possible consideration at City Council Work Sessions. Incomplete/incorrect RLs will be returned to applicant for revisions. Please include as much supplemental material as is necessary to substantiate the request for legislation. Use "Additional Presenters" line to include anyone that will appear to present this in City Council Work Session.

### Applicant Presenting RL at Work Session

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone number) \_\_\_\_\_

Additional Presenters:

### To Be Completed By Applicant

Proposed Title:

Executive Summary (Explain why legislation is necessary):

Effective Date (if applicable):

**Budget transfer or amendment:** RL Budget Transfer Worksheet must be attached w/ Department. Head signature.  
**RL related to a grant:** RL Grant Worksheet must be attached.

RL related to previously adopted legislation: Perm. Number:

Adoption Date:

Contract: Person/Company:

Total Cost:

Funds available in Budget Line:

Title:

Public Hearing required? Yes  Not Applicable

SEQRA required? Yes  Not Applicable

Additional information related to this RL attached? Yes  No

Expedition requested for this RL? Yes  No

Please explain why expedition is necessary:

### For Internal Use Only

Mayor: \_\_\_\_\_ Comptroller: \_\_\_\_\_ Corp. Counsel: \_\_\_\_\_



# CITY OF BINGHAMTON

## Request for Transfer of Funds

Transfer requests of \$2500 or less must be approved by the Comptroller.  
 Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.  
 Transfer requests in excess of \$10,000 must be approved by City Council.

*This worksheet must be attached to any RL submitted to the Clerk's Office that includes a budget funding transfer or amendment. For additional instructions, see 'RL Instructions' document.  
 Incomplete/incorrect RLs to be returned to applicant for revisions. Additional transfer lines in the same format may be attached.*

**Adopted Budget Year Amended:** 2024 **Department:** BJCJSTP  
**Department Head Signature:** \_\_\_\_\_

Transfers						
Transfer From (Decrease)			  	Transfer To (Increase)		
Amount	Budget Line	Budget Line Title		Amount	Budget Line	Budget Line Title
\$ 316,000.00	ES8130.54150	Chemicals	\$ 260,000.00	ES8130.54202	Electricity	
			\$ 26,000.00	ES8130.54203	Electricity - Plant Pump Station	
			\$ 30,000.00	ES8130.54204	Electricity - Terminal Pump Station	
\$ 316,000.00			\$ 316,000.00			

Revenue & Fund Balance Amendments				
Amount	Increase/Decrease	Revenue/Expense / Fund Balance	Budget Line	Budget Line Title

**Office Use Only for Transfers Under \$10,000**

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter9, Appropriations. Certified by the Treasurer. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Transfer of funds Approved \_\_\_ / Denied \_\_\_ on \_\_\_ / \_\_\_ / \_\_\_\_\_. Certified by the Secretary of the Board of Estimate and Apportionment. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REQUEST FOR LEGISLATION  
TO THE  
BOARD OF TRUSTEES  
OF THE  
VILLAGE OF JOHNSON CITY**

Requested by: Binghamton-Johnson City Joint Sewage Board  
Title & Department, if applicable: POC: Billie J. Goodson  
Address: 4480 Vestal Road  
Vestal, NY 13850  
Telephone: 729-2975

**SUGGESTED TITLE:** Ordinance to amend the BJCSB 2024 Budget to increase Electricity, Electricity - Plant Pump Station, Electricity - Terminal Pump Station and decrease Chemicals

**PURPOSE OF LEGISLATION:** To amend the 2024 budget to increase Electricity lines due to a substantial increase in delivery and supply charges as well as an increase in wet weather events.

**SUGGESTED CONTENT:** The Binghamton-Johnson City Joint Sewage Board requests the owners pass legislation to amend the 2024 Budget to increase Electricity ES8130.54202 by \$260,000.00, Electricity - Plant Pump Station ES8130.54203 by \$26,000.00 and Electricity - Terminal Pump Station ES8130.54204 by \$30,000.00 and decrease Chemicals ES8130.54150 by \$316,000.00.

## INVITATION TO BID

### PROPOSAL FOR THE PURCHASE OF:

### PHOSPHORIC ACID (75% CONCENTRATION) DELIVERED IN 275 GALLON TOTES

**Sealed bids** for the above will be accepted **until 2:00 p.m. local time on Thursday October 3<sup>rd</sup>, 2024 at the Binghamton-Johnson City Wastewater Treatment Plant Office, 4480 Vestal Road, Vestal, New York 13850**. Bids will be publicly opened and read aloud at that time. All bids are subject to the conditions and terms stated herein. No Bidder may withdraw its Bid within 45 days after the Bid Opening

A bid package, which contains specifications, instructions and bid proposal forms may be reviewed at the Plant Office, 4480 Vestal Road, Vestal, NY, and/or obtained from the Business Manager (telephone: 607- 729-2975; fax: 607- 729-3041), to whom all questions regarding this bid opportunity should be directed.

CONTRACT PERIOD: 12 or 18 months, to be determined by the Binghamton-Johnson City Joint Sewage Board following the opening of bids. Option to renew for successive like time periods **WITH NO CHANGES IN TERMS AND/OR CONDITIONS** through the third anniversary of the date of award, upon mutual agreement between the Binghamton-Johnson City Joint Sewage Board and the successful bidder.

September 10, 2024

## Phosphoric Acid 75% Technical Grade Bid Opportunity

The Binghamton-Johnson City Joint Sewage Board (“Sewage Board”) will accept bid proposals to supply Phosphoric Acid 75% solution, for the Binghamton-Johnson City Joint Sewage Treatment Plant's for an alternative 12-month and/or 18-month time period from date of award. Bidders may choose to bid for any or all options and time periods. The Sewage Board reserves the right to reject all bids as well as the right to award for any stated alternative option or time period at the Sewage Board’s sole discretion, regardless of the number of qualified bidders submitting conforming proposals, if such action is deemed to be in the best interest of the Joint Sewage Project. Any bid not in compliance herewith may also be rejected.

Bids shall be submitted and signed on the form provided (or a copy thereof with original signature) and shall have attached a completed non-collusive bid certificate on the form provided (or a copy thereof with original signature). Failure to sign either the proposal sheet or the non-collusive bid certificate will result in **AUTOMATIC REJECTION**. **The name and phone number of the contact person for ordering shipments shall also be submitted with the bid proposal on a separate sheet.** Bids must be accompanied by a CERTIFIED CHECK OR BID BOND payable to the order of the “Binghamton-Johnson City Joint Sewage Board” **in the sum of not less than FIVE PERCENT (5%) of the maximum total amount of the largest of the bid alternative proposal[s] submitted.** All bonds and signatures on bonds must be notarized and in a form acceptable to Sewage Board Co-Counsel. The bid deposit or bond will be held without interest by the Sewage Board as a guaranty that the party or parties whose bid is accepted will enter into a contract with the Sewage Board to the satisfaction of Sewage Board Co-Counsel. Upon execution of such contract, the bid deposit or bond will be returned.

Bids must be submitted in sealed envelopes to the Binghamton-Johnson City Joint Sewage Treatment Plant, 4480 Vestal Road, Vestal, New York 13850, and must be plainly marked “**Phosphoric Acid 75%**” on the outside of the envelope. Neither the Sewage Board nor the Plant shall bear any responsibility for delays in receipt of any bid. The Sewage Board will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the specifications which may be given prior to the awarding of the contract.

Sealed bid proposals shall be received until 2:00 pm local time on **October 3<sup>rd</sup>, 2024**, in accordance with this bid invitation as well as the attached specifications and requirements. Bids will be publicly opened and read aloud at that time. Bid proposals received shall be non-revocable for 45 days from the bid-opening date. The Board and Plant will regard all proposals received as an agreement by the bidder to conform to all items of this proposal and the technical specifications unless specific exemptions are deemed to be in the best interests of the Plant. Award of this contract will be made to the lowest responsible bidder whose proposal complies with all the provisions required to render it formal and legally binding, and whose record of performance with the Sewage Board has not been unsatisfactory.

By submitting its bid proposal, a Bidder represents that it is in compliance with the *Immigration and Nationality Act*, 8 U.S.C. §1324A, *et. seq.*, and that it will remain so throughout the term of the contract. In addition, any subcontractor hired by the supplier shall be required to represent that it is in compliance with the *Immigration and Nationality Act*, 8 U.S.C. §1324A,

*et. seq.* Any violation of this representation shall constitute a breach of the contract, and the Sewage Board may terminate the contract in accordance with the default provisions herein.

The Binghamton-Johnson City Joint Sewage Treatment Plant (the "Plant") will have a relatively steady demand for Phosphoric Acid solution, of about one 275 gallon (1000l) tote per week. Actual volume may vary as treatment volume is partially weather related. The plant has internal bay area sufficient to accept two totes, so orders may be placed bi-weekly. TOTES LARGER THAN 275 GALLONS (1,000 LITERS) ARE UNACCEPTABLE. **Our material handling cannot accommodate the 330 gallon size tote.** There is restricted access to the loading bay and a 53 ft standard box 18-wheeler may be impractical for your driver. A site visit is recommended prior to submitting a bid. The Board estimates that the Supplier will be required to deliver and unload one tote weekly or two totes if biweekly of Phosphoric Acid (75%) to the Plant at 4480 Vestal Road, Vestal, New York 13850. The Supplier must understand that this is an estimate only, and no guaranty of the actual quantity to be purchased is made. The quantity and frequency of the orders may vary.

The Plant requires Phosphoric Acid 75% solution, for its treatment process. To avoid a shutdown of the Plant's treatment process, the Supplier shall ensure that there is a continuous supply of Phosphoric Acid 75% solution, available for delivery to meet the Plant's needs during the entire period of the contract.

Orders will be placed telephonically and confirmed by e-mail on an "as needed" basis. The Phosphoric Acid 75% solution, ordered is to be delivered to the Plant within two (2) Plant Office business days of the order placement. Once an order is placed, the Supplier shall, within one (1) business day, provide to the Plant Office by e-mail a statement of the origin of the Phosphoric Acid 75% solution, and the estimated time for the delivery to the Plant.

Trucks, tank trailers, and drivers used to make deliveries shall meet all DOT specifications, standards and regulations. The Supplier shall ensure that all of their and their agents' vehicles, and their drivers and other delivery personnel comply with all DOT and OSHA/PESH procedures and regulations concerning the transporting and off-loading of the Phosphoric Acid 75% solution, including the requirement for personal protective equipment during off-loading. Under the contract, it is required that Phosphoric Acid 75% solution, be delivered to the Binghamton-Johnson City Joint Sewage Treatment Plant at 4480 Vestal Road, Vestal, New York 13850 between the hours of 8:00am and 2:00pm, Mondays through Fridays, except Plant holidays. **Bid Price must include delivery to the Plant, all charges prepaid, and shall include unloading.** The Supplier must agree to deliver the Phosphoric Acid 75% solution, within the time designated in this bid invitation statement. In case of default by the Supplier, the Sewage Board may procure the services or material from other sources and hold the Supplier responsible for any excess in cost occasioned thereby.

A Certificate of Analysis and a Material Safety Data Sheet shall be provided to the Plant at the time of delivery.

The Board will pay for Phosphoric Acid 75% solution, delivered to the Plant. The quantity of Phosphoric Acid 75% solution delivered to the Plant for purposes of calculating payment shall be that quantity actually received by the Plant which passes through the Plant's fill port. The Sewage Board will not be responsible to pay for any Phosphoric Acid 75% solution,

not so received or for any loss of Phosphoric Acid 75% solution, due to agitation while being transported, evaporation during loading or unloading, or any other reason.

The applicable Sewage Board municipal Claim for Payment audit and approval process requires Supplier invoices together with the required Claim for Payment form to be received fully-completed and signed at the Plant Office by the close of business on the Plant Office's last business day of a given month, and a supplier's payment terms must provide that no late fee, finance charge, carrying charge, interest, or other charge shall be assessed as to any payment issued by the Sewage Board's Fiscal Officer within 60 days of the last day of the month in which a proper invoice and fully-completed and signed Claim for Payment form were actually received at the Plant Office.

#### Exemption from Sales and Use Taxes

The Sewage Board is exempt from paying New York State or local sales taxes on any material which it purchases. In computing their quotations, bids or proposals, as well as in rendering billings, a Supplier shall not include sales taxes or compensating use taxes of the State of New York or of any city and/or county in the State of New York for any materials to be delivered which are exempt from such taxes.

#### Contract Period; Extension of Contract

The contract will be for a period of either 12 months or 18 months from either service by the Sewage Board of a notice of award, or from another date stated in the notice of award. Any such date stated in the notice of award shall not be more than 30 calendar days following service of the notice of award. The Sewage Board will determine the period of the contract, from among the alternate periods set forth above, following the opening of bids. If mutually agreeable to the Sewage Board and the bidder to whom a contract is awarded, the contract may be extended WITH NO CHANGE IN ANY TERMS AND/OR CONDITIONS for successive like periods, but not more than a total of 36 months, including the original term. Any such extension shall be confirmed in writing executed by the Supplier's authorized representative and an authorized representative of the Sewage Board.

#### Termination of Contract – Default or Breach

The Sewage Board reserves the right to terminate the contract immediately upon default in delivery or performance and, in the event of other breach, seven (7) days after written notice is given. This right may be exercised on behalf of the Sewage Board by the Plant Superintendent and thus may be at the Plant Superintendent's sole discretion. If the contract is terminated, the Supplier is entitled to payment for conforming product satisfactorily delivered to the effective date of termination. This payment is the sole and exclusive remedy to which the Supplier is entitled in the event of termination, and the supplier shall be entitled to no other compensation or damages and expressly waives the same.



Termination of Contract for the Convenience of the Sewage Board

Whenever in the sole judgment of the Sewage Board or its designee the public interest so requires, the Sewage Board reserves the right to terminate the contract effective upon a date stated in a written Notice of Termination delivered not less than seven (7) days prior to the termination date. This right may be exercised on behalf of the Sewage Board by the Plant Superintendent and thus may be at the Plant Superintendent's sole discretion. If the contract is terminated, the Supplier shall act promptly to minimize the costs and expenses resulting from termination. The Supplier shall be entitled to payment for conforming product satisfactorily delivered to the effective date of termination. This payment is the sole and exclusive remedy to which the Supplier is entitled in the event of termination, and the Supplier shall be entitled to no other compensation or damages and expressly waives the same.

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REQUIRED TECHNICAL SPECIFICATIONS

for

Phosphoric Acid 75% Solution – Technical Grade

<u>ITEM/PARAMETER</u>	<u>LIMIT</u>
H <sub>3</sub> PO <sub>4</sub>	Minimum 75%
Specific Gravity @ 25/15.5°C	1.574 - 1.580
Chloride, as Cl, ppm	25 max.
Iron, as Fe, ppm	10 max.
Sulfate, as SO <sub>4</sub> , ppm	250 max.
Viscosity, cp@25°C	21.5
Color/Appearance	Water-white liquid, odorless, colorless
Arsenic	<3 ppm
Copper	<1 ppm
Lead	<1ppm
Potassium	<8 ppm

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

BID PROPOSAL SHEET

DATE: \_\_\_\_\_

In compliance with the invitation for bids and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish and deliver the item or items upon which prices are quoted, at the prices set forth opposite each item, delivery to be affected as ordered.

<u>ITEM</u>	<u>ESTIMATED QUANTITIES*</u>	<u>UNIT PRICE</u>
Phosphoric Acid 75% Solution <u>12-month supply period</u>  and/or	13,750 gallons (per 12-months)	_____ per gallon
Phosphoric Acid 75% Solution <u>18-month supply period</u>	20,625 gallons (per 18-months)	_____ per gallon

\* Actual quantities may vary, assuming 275 gallons per tote of 3,630 pounds each.

DELIVER TO:

BINGHAMTON.-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT  
4480 VESTAL ROAD  
VESTAL, NEW YORK 13850

Certification is made hereby that the material(s) offered above is(are) in compliance with all specification terms and conditions hereof.

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_

\_\_\_\_\_

by: \_\_\_\_\_  
(signature)

NAME/TITLE: \_\_\_\_\_  
(printed name and title)

**STATEMENT OF NON-COLLUSION**

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, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other 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 or not to submit a bid for the purpose of restricting competition.

The foregoing statement is hereby subscribed by the bidder and is hereby affirmed by the bidder as true under the penalties of perjury, and is hereby submitted to the Binghamton-Johnson City Joint Sewage Board for the following contract or project:

\_\_\_\_\_  
\_\_\_\_\_

(Describe the Contract or Project)

\_\_\_\_\_  
**Name of Bidder** (e.g., Company, Partnership, Corporation)

by: \_\_\_\_\_

Signature of Person Authorized to sign this Statement on Behalf of Bidder

Date: \_\_\_\_\_

**NOTE: If 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 reason therefore.**

## REMINDER

HAVE YOU DONE THE FOLLOWING?

- ❑ BASED THE PRICING ON 275 GALLON TOTE SIZE
  
- ❑ PROPERLY INDICATED ON THE OUTSIDE ENVELOPE THAT THIS IS A SEALED COMPETITIVE BID FOR: PHOSPHORIC ACID 75% SOLUTION.
  
- ❑ ENCLOSED A CERTIFIED CHECK OR BID BOND.
  
- ❑ SIGNED NON-COLLUSION FORM.
  
- ❑ SIGNED THE PROPOSAL SHEET.
  
- ❑ ENCLOSED A SEPARATE SHEET WITH THE NAME AND PHONE NUMBER OF THE CONTACT PERSON FOR ORDERING SHIPMENTS.

REMEMBER - your bid will be rejected if the above have not been complied with.

**VENDOR SITE ENTRY AND INDEMNITY AGREEMENT**

Owner: Binghamton-Johnson City Joint Sewage Board, City Of Binghamton, NY and Village of Johnson City, NY  
4480 Vestal Road, Vestal NY 13850

Vendor: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Premises: 1) Binghamton-Johnson City Joint Sewage Treatment Plant, 4480 Vestal Road, Vestal, NY  
2) Terminal Pump Station, Gates Road, Vestal, NY

Subject to the terms and conditions herein stated and agreed to by the above-named Vendor, the above-named "Owner" does hereby give permission to Vendor to enter the above-named Premises and/or provide services to the Owner.

- 1. Insurance. Vendor represents and warrants that Vendor has in force the following insurance coverage applicable to their operations.
  - a. Worker's compensation & employers liability coverage for all Vendor's employees, including corporate officers, partners and proprietors.
  - b. Commercial general liability insurance, including premises & operations, and contractual liability. The minimum limits of liability applicable to this insurance will be \$1,000,000 each occurrence and \$2,000,000 general aggregate.
  - c. Comprehensive automobile liability with combined bodily injury and property damage of at least \$1,000,000. Such coverage to include all owned, non-owned, leased and hired vehicles.
  - d. Umbrella excess liability, with limits for each occurrence of at least \$3,000,000, and an aggregate limit of at least \$5,000,000.
  - e. Owner is to be named as an additional insured on a primary basis on all policies with the exception of worker's compensation. Vendor waives all rights of subrogation against Owner and will have all policies endorsed setting forth this waiver of subrogation.

2. Indemnity. To the fullest extent permitted by law. Vendor shall defend, indemnify and hold harmless Owner and its agents, employees and representatives (individually or collectively, "indemnitee") from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way connected with the performance or lack of performance of any work or services provided to the Owner provided that any such claim, damage, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or physical injury to tangible property including loss of use of that property, or loss of use of tangible property that is not physically injured, and caused in whole or in part by any actual or alleged act or omission of the vendor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or violation of any statutory duty, regulation, ordinance, rule or obligation by any indemnitee provided that the violation arises out of or is in any way connected with the vendor's performance or lack of performance of any work or services provided to the Owner.

3. Authorization. The individual signing this site entry agreement and indemnity for Vendor is authorized to sign this document on behalf of Vendor (and will provide evidence of such authority to Owner within 24 hours).

4. Receipt of copy. Vendor acknowledges receipt of a copy of this Vendor Site Entry and Indemnity Agreement.

5. It is agreed that any clause of the contract that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

**OWNER**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VENDOR**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BJCWWTP VENDOR SITE ENTRY AGREEMENT AND INDEMNITY**

PLANT HOST: BJCWWTP DATE 08/22/2024

VENDOR: KAESER COMPRESSORS, INC

PREMISES: \_\_\_\_\_

SUBJECT TO THE TERMS AND CONDITIONS HEREIN STATED AND AGREED TO BY THE ABOVE NAMED VENDOR, THE ABOVE NAMED "OWNER" DOES HEREBY GIVE PERMISSION TO VENDOR TO ENTER THE ABOVE NAMED PREMISES OR PROVIDE SERVICES TO THE OWNER.

1. INSURANCE. VENDOR REPRESENTS AND WARRANTS THAT VENDOR HAS IN FORCE THE FOLLOWING INSURANCE COVERAGE APPLICABLE TO THEIR OPERATIONS.

A. WORKER'S COMPENSATION & EMPLOYERS LIABILITY COVERAGE FOR ALL EMPLOYEES, INCLUDING CORPORATE OFFICERS, PARTNERS AND PROPRIETORS.

B. COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PREMISES & OPERATIONS, AND CONTRACTUAL LIABILITY. THE MINIMUM LIMITS OF LIABILITY APPLICABLE TO THIS INSURANCE WILL BE AT LEAST \$1,000,000. EACH OCCURRENCE AND \$2,000,000. GENERAL AGGREGATE.

C. COMPREHENSIVE AUTOMOBILE LIABILITY WITH COMBINED BODILY INJURY AND PROPERTY DAMAGE OF AT LEAST \$1,000,000. SUCH COVERAGE TO INCLUDE ALL OWNED, NON-OWNED, LEASED AND HIRED VEHICLES.

D. UMBRELLA EXCESS LIABILITY, WITH LIMITS FOR EACH OCCURRENCE OF AT LEAST \$1,000,000. AND AN AGGREGATE LIMIT OF AT LEAST \$1,000,000.

E. OWNER AND BUILDING OWNER IS TO BE NAMED AS AN ADDITIONAL INSURED ON A PRIMARY BASIS ON ALL POLICIES WITH THE EXCEPTION OF WORKER'S COMPENSATION. VENDOR WAIVES ALL RIGHTS OF SUBROGATION AGAINST OWNER AND WILL HAVE ALL POLICIES ENDORSED SETTING FORTH THIS WAIVER OF SUBROGATION.

2. PREVAILING WAGE. THE VENDOR MUST EITHER PROVIDE A COMPLETED CE-200 FORM IF SOLE PROPRIETORSHIP, OR SUBMIT HOUR AND WAGE DETAIL OF CERTIFIED PAYROLL ON FORM WH-347 AS MANDATED BY THE NYS DEPARTMENT OF LABOR FOR BROOME COUNTY PREVAILING WAGES FOR LABORERS SUBJECT TO PREVAILING WAGE.

3. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES (INDIVIDUALLY OR COLLECTIVELY, "INDEMNITEE") FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR LACK OF PERFORMANCE OF ANY WORK OR SERVICES PROVIDED TO THE OWNER PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LIABILITY, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR PHYSICAL INJURY TO TANGIBLE PROPERTY INCLUDING LOSS OF USE OF THAT PROPERTY, OR LOSS OF USE OF TANGIBLE PROPERTY THAT IS NOT PHYSICALLY INJURED, AND CAUSED IN WHOLE OR IN PART BY ANY ACTUAL OR ALLEGED ACT OR OMISSION OF THE VENDOR OR ANYONE DIRECTLY OR INDIRECTLY RETAINED OR ENGAGED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE; OR VIOLATION OF ANY STATUTORY DUTY, REGULATION, ORDINANCE, RULE OR

Commented [AR1]: A waiver has been requested.

Commented [AP2R1]: OKAY..

OBLIGATION BY ANY INDEMNITEE PROVIDED THAT THE VIOLATION ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE VENDOR'S PERFORMANCE OR LACK OF PERFORMANCE OF ANY WORK OR SERVICES PROVIDED TO THE OWNER.

A. VENDOR SHALL INDEMNIFY OWNER TO THE PROPORTIONATE EXTENT VENDOR'S [BAD ACTS - HOWEVER THEY ARE LISTED (E.G., NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ETC.)] CAUSED THE [STATED INJURY/INJURIES], AND OWNER SHALL INDEMNIFY VENDOR TO THE PROPORTIONATE EXTENT OWNER'S [BAD ACTS - HOWEVER THEY ARE LISTED (E.G., NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ETC.)] CAUSED THE [STATED INJURY/INJURIES].

4. AUTHORIZATION. THE INDIVIDUAL SIGNING THIS SITE ENTRY AGREEMENT AND INDEMNITY FOR VENDOR IS AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF VENDOR (AND IF OWNER REQUESTS, WILL PROVIDE EVIDENCE OF SUCH AUTHORITY TO OWNER WITHIN 24 HOURS).

5. RECEIPT OF COPY. VENDOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS VENDOR SITE ENTRY AGREEMENT AND INDEMNITY.

6. FURTHERMORE, THE "HOST" INFORMED THE CONTRACTOR OF ANY HAZZARDS THAT ARE OR MAY BE PRESENT, RELATED TO THIS JOB. IF THE CONTRACTOR FINDS ANY HAZZARDS, THEY MUST REPORT THOSE HAZZARDS TO THE "HOST" IMMEDIATELY BEFORE MOVING FORWARD.

F. IT IS AGREED THAT ANY CLAUSE OF THE CONTRACT THAT IS FOUND TO BE VOID AND UNENFORCEABLE WILL NOT AFFECT THE ENFORCEABILITY OF ANY OF THE REMAINING PROVISIONS.

PLANT HOST:

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

VENDOR:

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Commented [AP3]:** THIS IS THE SAME ISSUE THAT THE BOARD RECENTLY HAD WITH THE CONFINED SPACE AGREEMENT. I DON'T KNOW HOW THE BOARD WANTS TO HANDLE THESE. MY GUESS IS THAT THE BOARD WOULD NOT BE AGREEABLE. BESIDES, THE LANGUAGE IN THE PARAGRAPH ABOVE REQUIRES THAT A CONDITION TO INDEMNIFICATION IS THAT THE VENDOR OR ITS AGENTS BE NEGLIGENT OR OTHERWISE CULPABLE IN PART.

**BJCWWTP VENDOR SITE ENTRY AGREEMENT AND INDEMNITY**

PLANT HOST: BJCWWTP DATE 08/22/2024

VENDOR: KAESER COMPRESSORS, INC

PREMISES: \_\_\_\_\_

SUBJECT TO THE TERMS AND CONDITIONS HEREIN STATED AND AGREED TO BY THE ABOVE NAMED VENDOR, THE ABOVE NAMED "OWNER" DOES HEREBY GIVE PERMISSION TO VENDOR TO ENTER THE ABOVE NAMED PREMISES OR PROVIDE SERVICES TO THE OWNER.

1. INSURANCE. VENDOR REPRESENTS AND WARRANTS THAT VENDOR HAS IN FORCE THE FOLLOWING INSURANCE COVERAGE APPLICABLE TO THEIR OPERATIONS.

A. WORKER'S COMPENSATION & EMPLOYERS LIABILITY COVERAGE FOR ALL EMPLOYEES, INCLUDING CORPORATE OFFICERS, PARTNERS AND PROPRIETORS.

B. COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PREMISES & OPERATIONS, AND CONTRACTUAL LIABILITY. THE MINIMUM LIMITS OF LIABILITY APPLICABLE TO THIS INSURANCE WILL BE AT LEAST \$1,000,000. EACH OCCURRENCE AND \$2,000,000. GENERAL AGGREGATE.

C. COMPREHENSIVE AUTOMOBILE LIABILITY WITH COMBINED BODILY INJURY AND PROPERTY DAMAGE OF AT LEAST \$1,000,000. SUCH COVERAGE TO INCLUDE ALL OWNED, NON-OWNED, LEASED AND HIRED VEHICLES.

D. UMBRELLA EXCESS LIABILITY, WITH LIMITS FOR EACH OCCURRENCE OF AT LEAST \$1,000,000. AND AN AGGREGATE LIMIT OF AT LEAST \$1,000,000.

E. OWNER AND BUILDING OWNER IS TO BE NAMED AS AN ADDITIONAL INSURED ON A PRIMARY BASIS ON ALL POLICIES WITH THE EXCEPTION OF WORKER'S COMPENSATION. VENDOR WAIVES ALL RIGHTS OF SUBROGATION AGAINST OWNER AND WILL HAVE ALL POLICIES ENDORSED SETTING FORTH THIS WAIVER OF SUBROGATION.

Commented [AR1]: A waiver has been requested.

2. PREVAILING WAGE. THE VENDOR MUST EITHER PROVIDE A COMPLETED CE-200 FORM IF SOLE PROPRIETORSHIP, OR SUBMIT HOUR AND WAGE DETAIL OF CERTIFIED PAYROLL ON FORM WH-347 AS MANDATED BY THE NYS DEPARTMENT OF LABOR FOR BROOME COUNTY PREVAILING WAGES FOR LABORERS SUBJECT TO PREVAILING WAGE.

3. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES (INDIVIDUALLY OR COLLECTIVELY, "INDEMNITEE") FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR LACK OF PERFORMANCE OF ANY WORK OR SERVICES PROVIDED TO THE OWNER PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LIABILITY, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR PHYSICAL INJURY TO TANGIBLE PROPERTY INCLUDING LOSS OF USE OF THAT PROPERTY, OR LOSS OF USE OF TANGIBLE PROPERTY THAT IS NOT PHYSICALLY INJURED, AND CAUSED IN WHOLE OR IN PART BY ANY ACTUAL OR ALLEGED ACT OR OMISSION OF THE VENDOR OR ANYONE DIRECTLY OR INDIRECTLY RETAINED OR ENGAGED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE; OR VIOLATION OF ANY STATUTORY DUTY, REGULATION, ORDINANCE, RULE OR



OBLIGATION BY ANY INDEMNITEE PROVIDED THAT THE VIOLATION ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE VENDOR'S PERFORMANCE OR LACK OF PERFORMANCE OF ANY WORK OR SERVICES PROVIDED TO THE OWNER.

A. VENDOR SHALL INDEMNIFY OWNER TO THE PROPORTIONATE EXTENT VENDOR'S [BAD ACTS - HOWEVER THEY ARE LISTED (E.G., NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ETC.)] CAUSED THE [STATED INJURY/INJURIES], AND OWNER SHALL INDEMNIFY VENDOR TO THE PROPORTIONATE EXTENT OWNER'S [BAD ACTS - HOWEVER THEY ARE LISTED (E.G., NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ETC.)] CAUSED THE [STATED INJURY/INJURIES].

4. AUTHORIZATION. THE INDIVIDUAL SIGNING THIS SITE ENTRY AGREEMENT AND INDEMNITY FOR VENDOR IS AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF VENDOR (AND IF OWNER REQUESTS, WILL PROVIDE EVIDENCE OF SUCH AUTHORITY TO OWNER WITHIN 24 HOURS).

5. RECEIPT OF COPY. VENDOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS VENDOR SITE ENTRY AGREEMENT AND INDEMNITY.

6. FURTHERMORE, THE "HOST" INFORMED THE CONTRACTOR OF ANY HAZZARDS THAT ARE OR MAY BE PRESENT, RELATED TO THIS JOB. IF THE CONTRACTOR FINDS ANY HAZZARDS, THEY MUST REPORT THOSE HAZZARDS TO THE "HOST" IMMEDIATELY BEFORE MOVING FORWARD.

F. IT IS AGREED THAT ANY CLAUSE OF THE CONTRACT THAT IS FOUND TO BE VOID AND UNENFORCEABLE WILL NOT AFFECT THE ENFORCEABILITY OF ANY OF THE REMAINING PROVISIONS.

PLANT HOST:

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

VENDOR:

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

11/1/2021