

ADDENDUM NO. 2

March 25, 2024

PROJECT: North Salem Refuse & Recycling Contract

Town of North Salem, Westchester County, New York

- Q1)** Please clarify for commercial trash and recycling services, on the schedule of prices, item #2, do we submit the pricing for commercial refuse pick-up and disposal with the assumption this monthly pricing is for 85 commercial units, which is a total of 85 - 1.5 YD trash containers regardless if we service the commercial unit or not?

Response: According to the current contractor, Win Waste, there are 81 commercial properties that they service with 60 stops. North Salem lacks any larger commercial center so what we consider 'our commercial places' may be unique to North Salem. Some commercial businesses are farms, others are nursing homes which also get larger dumpsters each week from another contractor. The school district gets the 1.5 yard and also larger ones from another contractor. We do not supply dumpsters > 1.5 yard and it would be up to you to contract with them for each business. Since the Town is picking up 1.5 yards as part of this contract, you can supply terms for larger size dumpsters taking that payment into account. Having said that, most commercial dumpsters appear to be 2-yard dumpsters. If you look at the number and size that was supplied in Addendum 1, 50 dumpsters are 2 yards or less. The current contractor supplies 2-yard dumpsters instead of 1.5 yard that is required (34 are larger than 1.5 yards).

- Q2)** The addendum states commercial properties may get dumpsters from other refuse companies as the size we offer is not sufficient for them. Or does it make more sense to submit pricing based on a monthly per unit rate for a 1.5 trash container.

Response: Yes, that would be fine. Please provide a price for:

- 85 businesses with a 1.5-yard dumpster and 2 totes for recycling
- Per 1.5-yard dumpster and two totes for recycling per commercial client

- Q3)** Please confirm that every commercial unit, a total of 85 commercial units, or a per commercial unit price will be provided with 2 - recycling totes, as the addendum only specifies trash service.

Response: Yes, if they request 2.

- Q4)** Please confirm that there is no charge for the yard waste that is dropped off at the Highway Garage at 250 June Road.

Response: There is no charge for the yard waste items dropped off at the Highway Garage.

Q5) It appears in reviewing the bid specifications here, that North Salem is looking for a 3-year bond for the total contract price for an initial 3 years period, as opposed to taking an annual bond.

Response: The Town will accept annual bonds in the amount of each annual price.

Q6) It appears in reviewing the bid specifications here, that North Salem has the option for 3 additional years at their option. Will this option if exercised, require the renewal bonds to be provided on an annual basis based on the agreed upon contract price extension, annually?

Response: Yes

Q7) Please inquire as to the form of performance and payment bond that North Salem will require for the project, as it was left intentionally blank in the bid specifications.

Response: See attached sample



October 5, 2022

Patricia Butler - Town Clerk
Town of North Salem
266 Titicus Road
North Salem, NY 10560

RE: Somers Sanitation Collection – Continuation Certificate Bond #869724 09/01/22-08/31/23

Dear Ms. Butler,

Attached please find the Continuation Certificate for the above referenced Bond in the amount of Five Hundred Thousand 00/100 Dollars (\$725,000) on behalf of City Carting, Inc.

Should you have any questions, please call me @ 603-929-3142.

Yours truly,

A handwritten signature in cursive script that reads "Kristin Bright".

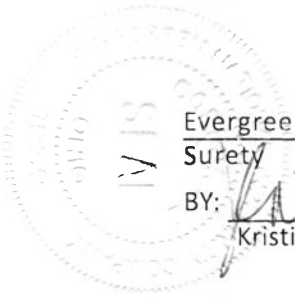
Kristin Bright
Treasury Supervisor

CONTINUATION CERTIFICATE

The Evergreen National Indemnity Company (hereinafter called the Surety) hereby continues in force its Bond No. 869724 in the sum of Seven Hundred Twenty Five Thousand Dollars and 00/100 (\$725,000.00) Dollars, on behalf of City Carting, Inc. in favor of Town of North Salem for Contract for Townwide Collection and Disposal of Municipal Solid Waste (MSW) and Recyclables from Residential and Commercial Properties subject to all the conditions and terms thereof through 31st Day of August, 2023 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 24th Day of August, 2022.



Evergreen National Indemnity Company
Surety

BY:

Kristin Darling
Kristin Darling, Attorney-in-Fact

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 869724

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Robert F. Bobo, Dan W. Burton, Aaron P. Clark Kristin Darling, Teresa D Kelly, Laura L. Kneitz, Florence McClellan, Craig C. Payne, Rachel Z Richardson

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker

Matthew T. Tucker, President

By:

David A. Canzone

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K Bowers
Notary Public
in and For the State of Ohio
My Commission Expires
August 13, 2024

Julie K Bowers

Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 24th day of August, 2022.



Wan C. Collier

Wan C. Collier, Secretary