



BID REQUIREMENTS & SPECIFICATIONS

Digester Tank Removal

**BID OPENING:
11:00 A.M.
May 21, 2020**

Dated: May 14, 2020

GENERAL INFORMATION, INSTRUCTIONS AND BID REQUIREMENTS

PURPOSE OF BID:

The Town of Pittsford ("Town") intends to secure the services of an experienced and properly equipped contractor ("Contractor") to provide sludge solidification, removal and demolition of 2 digester tanks located at 34 East Street. The contract award will be based on low bid price from a responsible bidder; submission of required insurance; and full compliance with these Requirements and Specifications. The Town reserves the right to reject any bid should the Commissioner of Public Works ("Commissioner") determine that it is in the Town's best interest to do so.

GENERAL INFORMATION AND INSTRUCTIONS FOR BIDDERS:

1. All bidders should review carefully the contents of this document. All of the Requirements and Specifications in this document will become part of the agreement to be signed by the Town and the successful bidder.
2. The final pages of this document contain the "Bid Sheet" and "Non-Collusive Bidding Certificate". The Bid Sheet needs to be completed and returned to confirm the amount of the bid. The Non-Collusive Bidding Certificate is a document required by the General Municipal Law of the State of New York and is to be signed and returned with the Bid Sheet.
3. All bids must be sealed and be addressed to the "Commissioner of Public Works" and be marked "Digester Tank Removal Bid".
4. Bids may be mailed or personally delivered to the Commissioner at the Pittsford Town Hall, 11 South Main Street, Pittsford, New York 14534. All bids must be received by the Commissioner by the date and time set for the bid opening noted on the cover sheet of this document.
5. All bids submitted shall remain good for a period of sixty (60) days from the date of bid opening.
6. The Town reserves the right to reject any bid for non-compliance with these Requirements and Specifications and/or to waive informalities.
7. All bids will be presented to the Town Board at or after its May 26, 2020 meeting, for consideration. Immediately following an award of bid by the Town Board, the successful bidder will be notified, by letter from the Commissioner. The Commissioner's letter will include an agreement, to be signed by the successful bidder and returned to the Town, together with the required Insurance Certificates and performance bond. The signed agreement, Insurance Certificates and performance bond must be received, by the Town, within ten (10) days.
8. Additional information may be obtained from Paul Schenkel, Commissioner of Public Works at (585) 248-6250. Informal and informational responses will not be binding on the Town. Formal requests for interpretations of these Requirements and Specifications must be made in writing to the Commissioner at least five (5) days before bid opening.

RESPONSIBLE BIDDER QUALIFICATIONS:

Bidders shall have had at least three (3) years of successful experience providing the services required by the Town. Bidders must be prepared, at the request of the Commissioner, to present satisfactory proof of capacity and ability to perform the services required by the Town. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and past performance of similar services. The Town reserves the right to reject any bid where the bidder cannot satisfy the Town as to ability to perform.

EXECUTION OF AGREEMENT:

Within ten (10) days after written notice has been given to the successful bidder (hereafter "Contractor") that the agreement has been awarded, the Contractor shall execute an agreement incorporating all of the terms, conditions of these "Bid Requirements and Specifications" and the "Bid Sheet" submitted by the Contractor, together with any and all required performance bond and insurance certificates.

AGREEMENT DURATION, EXTENSION AND ASSIGNMENT:

The agreement shall be in effect from the date of execution through December 31, 2020. The agreement may not be assigned or sublet, without the express written consent of the Town.

SAFETY, INDEMNITY AND INSURANCE:

The Contractor shall render performance in a manner such that all persons and property are protected at all times. The Town specifically reserves the right to suspend or terminate (at the Town's option) all performance under this agreement in the event that the Contractor and/or the Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, Town employees or members of the public. This reservation of rights by the Town in no way obligates the Town to inspect the safety practices of the Contractor.

The Contractor shall protect, indemnify and hold harmless, including payment for all attorney's fees and court costs, the Town, its officers, agents, and/or employees, from any liability, cost, loss or damage on account of any injury to person or property or both, arising from the Contractor's performance. The Contractor shall defend, at the Contractor's own expense, all suits which may be brought to recover damages arising from the Contractor's performance, including any and all suits or actions brought against the Town, its officers, agents, and/or employees.

At all times during the life of the agreement, the Contractor shall procure and maintain insurance, at the Contractor's expense, for liability for damages, costs and/or claims with insurance companies authorized to do business in New York State, such policies to embrace all operations performed under the Agreement by the Contractor. More particularly, the Contractor shall procure and maintain the kind and amounts of insurance as follows:

1. WORKERS' COMPENSATION INSURANCE: As required by New York State law.
2. MOTOR VEHICLE LIABILITY INSURANCE: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with a combined single limit of not

less than \$1,000,000.00.

3. COMPREHENSIVE GENERAL LIABILITY POLICY: Each policy shall cover the Contractor and the Town of Pittsford, as “additional insured”, with limits not less than \$1,000,000.00 for each occurrence; \$1,000,000.00 personal injury; and \$2,000,000.00, general aggregate.
4. UMBRELLA POLICY: Each policy shall cover the Contractor and the Town of Pittsford, as “additional insured”, with coverage of at least \$1,000,000.00 .

At the time of the execution of the agreement, the Contractor shall furnish to the Commissioner “Certificates of Insurance”, in a form satisfactory to the Commissioner, showing proof of the above insurance requirements, which Certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the Commissioner.

OTHER LAWS:

The Contractor, and all employees acting under the direction of the Contractor, shall strictly comply with all federal, state and local laws and ordinances controlling or limiting in any way the actions of those engaged in the work (including their wages, hours, or benefits), shall be strictly complied with by the Contractor and all employees working under his direction. This shall also include Equal Employment Opportunity requirements, Article 8, and Section 220 of the New York State Labor Law. This is a New York State Department of Labor prevailing wage rate bid. Certified payrolls shall be furnished by the Contractor to demonstrate compliance on a monthly basis, prior to payment.

SCOPE OF SERVICES

LOCATION:

The two digester tanks are located at the Town of Pittsford Parks Department, 34 East Street.

SERVICES

The project involves the solidification of remaining sludge, proper disposal, demolition of digester tanks and final grading. The Town of Pittsford can provide upon request the initial testing completed on the sludge and construction drawings of the tanks and site. The Town will also pump down and dispose of all possible liquids within the tanks prior to the contractor’s arrival. Work can be broken down in the following tasks:

Task 1 – Coordination, mobilization, exposure of the tanks and access

- Coordination – Contractor with coordinate with Town staff on work schedule, site access, and stock pile location
- Mobilization – Contractor will mobilize their staff and appropriate equipment
- Exposure of Tanks – Contractor will remove and stage on-site all soils around digester tanks
- Access – Contractor will open tanks in a means necessary to complete their work

- After collecting a sample of sludge from each tank, the contractor will be responsible for any further chemical analysis required by the receiving waste facility accepting the sludge.

Task 2 – Solidification and Loading of Sludge

- Contractor will be responsible for the solidification of the sludge. It is estimated that 30 cubic yards of saw dust and 6 cubic yards of cement kiln dust (CKD) will be required.
- Contractor will be responsible to blend the solidification material into the sludge until it is homogenously blended.
- Contractor will be responsible for confirming with the receiving waste facility that the material passes the paint filter test.
- Contractor will be responsible for loading material into trucks provided by the Town of Pittsford.
- Contractor will be responsible for coordinating with the Town and waste receiving facility acceptance of material, timing, and fee. All fees will be paid directly by the Town.

Task 3 – Demolition of Digester Tanks

- Contractor will penetrate the bottom of each tank in multiple locations to provide for drainage of rainwater.
- Contractor will be responsible for demolition of each tank from the top down allowing for the concrete to fill the subsurface portion of the structure.
- The side walls of the tanks must be demolished to a depth of at least two feet below the surrounding grade.

Task 4 – Site Grading

- Contractor will reuse site soils and place it over concrete debris up to surrounding grade.
- Compaction will be provided by tracking of excavator.
- Any remaining debris, if any, will be piled for future removal by the Town.

NON – COLLUSIVE BIDDING CERTIFICATE

Digester Removal Project for the Town of Pittsford

As required by §103-d of the General Municipal Law of the State of New York, the bidder certifies that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or 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 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 or not to submit a bid for the purpose of restricting competition.

Print Name of Bidder

Authorized Signature

Date

NOTE: Where a bid on behalf of a corporation contains this certification, it shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification as to non-collusion as the act and deed of the corporation.

BID SHEET

DIGESTER TANK REMOVAL PROJECT FOR THE TOWN OF PITTSFORD

The undersigned Bidder hereby submits a bid price in accordance with the Town of Pittsford "Bid Requirements and Specifications", as follows:

Task 1 – Coordination, mobilization, exposure of the tanks and access

_____ \$ _____
Price (In Words) (In Figures)

Task 2 – Solidification and Loading of Sludge

_____ \$ _____
Price (In Words) (In Figures)

Task 3 – Demolition of Digester Tanks

_____ \$ _____
Price (In Words) (In Figures)

Task 4 – Site Grading

_____ \$ _____
Price (In Words) (In Figures)

Total Project Bid

_____ \$ _____
Price (In Words) (In Figures)

Print Name of Bidder

Telephone Number of Bidder

Print Name & Title of Signer

Signature

Date

NOTICE: Any deviations from the "Bid Requirements and Specifications" must be completely outlined on the reverse side of this sheet. Failure to comply with the format of this Bid Sheet and/or the "Bid Requirements and Specifications" may result in rejection of the bid. The Town of Pittsford reserves the right to reject any or all bids for non-compliance and/or waive informalities. A Non-Collusive Bidding Certificate must accompany all bids. Prices bid are in full consideration for all work as described in the "Bid Requirements and Specifications."