



BID REQUIREMENTS & SPECIFICATIONS

Installation and Repair of Concrete Sidewalk

**BID OPENING:
11:00 A.M.
May 19, 2022**

Dated: April 18, 2022

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") for the construction of concrete sidewalk. The contract award will be based on low bid price from a responsible bidder; submission of required bonds and 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 "Installation and Repair of Concrete Sidewalks 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 its June 7, 2022 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, and Insurance Certificates 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, 2022. The Town reserves the option to extend the agreement for up to two (2), twelve (12) month period, on the same terms and conditions, with the express written consent of the Contractor. The agreement may not be assigned or sublet, without the express written consent of the Town.

COOPERATIVE PURCHASING:

All Bidders awarded contracts from this Request for Proposal are required to permit governmental entities in New York State to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded Bidder, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, towns and villages.

EQUIPMENT:

The Contractor shall submit, when requested by the Commissioner, written evidence of ownership, lease, or bona fide purchase agreement for all equipment required to meet the "Scope of Services". If equipment is leased, it must be for at least the duration of the agreement. If equipment is under a purchase agreement, it must include reasonable assurance of delivery on or before the effective date of the agreement. All equipment used shall be properly registered, inspected, operated, and insured in accordance with any and all Laws of the State of New York. All equipment shall be in good working condition during the term of the Agreement.

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.

PERFORMANCE PENALTIES:

The agreement between the Contractor and the Town may be terminated for the material

breach of any term by the Contractor. Further, the Contractor shall be liable for all loss, costs, and/or damages of the Town, including reasonable attorney's fees resulting from any litigation arising hereunder, together with a performance penalty equal to 15% of the bid price, per day, in the event of a breach of contract by the Contractor.

SCOPE OF SERVICES

LOCATIONS

Various areas around the Town of Pittsford with emphases related planned sidewalk projects.

PRE-BID WALK-THRU

A pre-bid walk through can be arraigned for the contractor to be aware of the potential sidewalk projects. Contact must be made to Paul Schenkel, Commissioner of Public Works, for scheduling. He can be reached at (585) 248-6250 and must be conducted prior to the bid opening date. An estimated yearly quantity will determined during the walk-thru.

SERVICES

Install new sidewalk in various locations.

ALL INCLUSIVE OPTION

The base bid for this option shall include the cost of surveying line and grade in areas where no sidewalk exists; clearing and grubbing (defined as only low growth; tree removals will be performed / coordinated by the Town); excavation and or placement of fill to the required line and grade; forming and placing, or slip form placing concrete; adjusting necessary manholes, handholes, or drainage structures; finishing; stripping; curing and protecting of new concrete sidewalks; placement of screened topsoil; seeding; as well as driveway restoration. Detectable warnings, if required, shall include all material and labor necessary to complete installation.

OPTION A

This option is identical to the All Inclusive Option except that the Town of Pittsford will complete all necessary restoration, involving topsoil, seeding, and driveway restoration.

OPTION B

This option is identical to the All Inclusive Option except that the Town of Pittsford will perform all preparatory rough grading to within +/- six inches of final grade, as well as topsoil, seed, and perform all driveway restorations

SIDEWALK REPAIR

This option shall include the cost of excavation and removal of existing asphalt or

concrete sidewalk; forming and placing, or slip form placing concrete; adjusting necessary manholes, handholes, or drainage structures; finishing; stripping; curing and protecting of new concrete sidewalks; placement of screened topsoil; seeding; as well as driveway restoration. Detectable warnings, if required, shall include all material and labor necessary to complete installation. The Town of Pittsford will be responsible for marking existing sidewalk for removal and replacement and will insure that at minimum of 400 linear feet of work is available at any one time

MATERIALS

Concrete

All materials shall meet the specifications of NYSDOT Standard Specifications sections 608, 701, 703, 705, 709, and 713.

Concrete shall be Class D, air entrained, with fiber and a compressive strength of 4000 PSI. Samples of concrete may be taken during construction and tested for compressive strength.

Fill Material

Fill material shall be clean earth, free of topsoil, roots, boulders and construction debris. All fill shall meet the approval of the Town of Pittsford.

Expansion Joints

Expansion joints shall be premolded bituminous impregnated felt conforming to ASTM D1751.

Detectable Warnings

Detectable Warnings shall meet the latest specifications of NYSDOT.

Installation and Repair of Concrete Sidewalk Bid

Bid Opening – May 19, 2022 at 11:00 A.M.

Bid Sheet

The undersigned Bidder proposes to complete the work at the prices stated as follows:

All Inclusive Option

The base bid for this option shall include the cost of surveying line and grade in areas where no sidewalk exists; clearing and grubbing (defined as only low growth; tree removals will be performed / coordinated by the Town); excavation and or placement of fill to the required line and grade; forming and placing, or slip form placing concrete; adjusting necessary manholes, handholes, or drainage structures; finishing; stripping; curing and protecting of new concrete sidewalks; placement of screened topsoil; seeding; as well as driveway restoration. Detectable warnings, if required, shall include all material and labor necessary to complete installation.

ALL INCLUSIVE OPTION	Unit Price (Written)	Unit Price (Numeric)
Cost per Linear Foot of 5' Walk		
Detectable Warning (Each)		

Option A

This option is identical to the All Inclusive Option except that the Town of Pittsford will complete all necessary restoration, involving topsoil, seeding, and driveway restoration.

Option A	Unit Price (Written)	Unit Price (Numeric)
Cost per Linear Foot of 5' Walk		
Detectable Warning (Each)		

Option B

This option is identical to the All Inclusive Option except that the Town of Pittsford will perform all preparatory rough grading to within +/- six inches of final grade, as well as topsoil, seed, and perform all driveway restorations

Option B	Unit Price (Written)	Unit Price (Numeric)
Cost per Linear Foot of 5' Walk		
Detectable Warning (Each)		

SIDEWALK REPAIR

This option shall include the cost of excavation and removal of existing asphalt or concrete sidewalk; forming and placing, or slip form placing concrete; adjusting necessary manholes, handholes, or drainage structures; finishing; stripping; curing and protecting of

new concrete sidewalks; placement of screened topsoil; seeding; as well as driveway restoration. Detectable warnings, if required, shall include all material and labor necessary to complete installation. The Town of Pittsford will be responsible for marking existing sidewalk for removal and replacement and will insure that at minimum of 400 linear feet of work is available at any one time

Sidewalk Repair	Unit Price (Written)	Unit Price (Numeric)
Cost per Linear Foot of 5' Walk		
Detectable Warning (Each)		

NOTICE:

Any deviations from the listed specifications must be completely outlined on the reverse side of this sheet. Failure to comply will constitute reason to declare the bid informal. The Town Board of the Town of Pittsford reserves the right to reject any and all bids and waive any informalities. A Non-Collusive Bidding Certificate must accompany all bids. The prices bid are in full consideration for all work as described in these specifications.

Signed: _____ Title: _____

Representing: _____

Telephone: _____ Date: _____

NON – COLLUSIVE BIDDING CERTIFICATE

Installation and Repair of Concrete Sidewalks

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.