

BID REQUIREMENTS & SPECIFICATIONS

2019 DOG PARK FENCE PROJECT

BID OPENING:

11:00 AM

July 31, 2019

Dated: July 16, 2019

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 supply and install required fencing for the construction of a dog park. 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 a "2019 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. Bids will be considered and awarded as one. Bidders are directed to summarize their bids on the "2019 Bid Sheet". The total from this Bid Sheet will be considered the Total Bid. The Bid Award will be based on the total bid amount.
4. All bids must be sealed and be addressed to the "Commissioner of Public Works" and be marked "2019 Dog Park Fence Project".
5. 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.
6. All bids submitted shall remain good for a period of sixty (60) days from the date of bid opening.
7. The Town reserves the right to reject any bid for non-compliance with these Requirements and Specifications and/or to waive informalities.
8. All bids will be presented to the Town Board at its August 6, 2019 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. The signed agreement, and Insurance Certificates must be received, by the Town, within ten (10) days
9. Additional information may be obtained from Jess Neal, General Foreman – Parks Department at (585) 248-6297. 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:

All bidders must complete and submit the attached "Bidder Qualifications and References Form" indicating similar experience that they have successfully completed over the past three years. Three years of experience, supported by valid references, is a bid requirement.

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 insurance certificates. In the event that the Contractor shall fail to complete the above, the Contractor's bid will be deemed withdrawn and the bid security forfeited to the Town.

AGREEMENT DURATION, EXTENSION AND ASSIGNMENT:

The agreement shall be in effect from date of execution through December 31, 2019. The agreement may not be assigned or sublet, without the express written consent of the Town.

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.

SITE VISIT PRIOR TO BIDDING

A map of the site is included in this bid package. All bidders must familiarize themselves with the site. Arrangements can be made for a representative from this Department to accompany bidders to assist in locating the site and to answer questions. Please arrange for this well in advance by calling the Parks Department at 248-6497.

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. If the Contractor fails to perform work as specified herein, the Town may provide notice to the Contractor, either in writing or by telephone, of the Contractor's failure to perform under the terms of the agreement. If such work is not completed by the Contractor in a satisfactory manner, as determined solely by the Town, within three (3) calendar days, the Town may, at its sole discretion, terminate the agreement or the Town may perform the necessary work and charge back all expenses of such work to the Contractor. If the Town performs such work or if the contract is terminated, the Contractor shall be responsible for any and all costs allowed by law, including reasonable attorney's fees, incurred by the Town until such time as a replacement contractor can be procured. Contractor agrees that any payment due to the Contractor at the time of the termination may be held in escrow by the Town for a period of 90 days to cover such costs.

If the Contractor is terminated for failing to perform under the agreement, the Contractor will be deemed unqualified and ineligible to bid on any Town grounds maintenance contracts for a period of three (3) years following the termination date of the agreement.

SCOPE OF SERVICES

SERVICES

The project site is adjacent to our Parks Maintenance Garage at 34 East Street, Pittsford.

- All fencing is to be six (6) feet in height.
- All terminal posts, aka 'End', 'Corner', and 'Gate' Posts will be 2-1/2" (2-3/8" actual outside diameter. All line posts, aka 'Intermediate' - 2" OD (1-7/8" Actual) for 6' of height. Top/Bottom Rail will be 1-5/8" OD (1-5/8" Actual). All posts must be capped. All posts rails and appurtenances shall be hot-dip galvanized and powder coated black. All posts must be placed at least 10' on center, 4' below grade encased in a 10" diameter 4000 psi concrete footer.
- All ties shall be hot-dip galvanized and powder coated black
- Fabric fence mesh shall be 2" X 2" diamond 9-gauge core vinyl coated black chain link fence. The vinyl coating should be thermally fused and bonded. Referencing the site plan rendering, the fence will be 1615 linear feet.
- It will include two (2) 12' gates and four (4) 4' gates. The two (2) 4' gates immediately adjacent to the parking lot should include installation of an optional keypad latch lock with programmable codes. Latches must be included and allow for a pad lock. All posts rails and appurtenances shall be hot-dip galvanized and powder coated black
- Schedule must include time for the contractor to return to install mesh in the entry areas after concrete is poured

TIME OF THE ESSENCE

All times of beginning, rate of progress, and completion are essential conditions of the scope of services.

SPECIAL CONDITIONS

Work times under this contract shall be limited to Mondays – Fridays from 7:00 am – 8:00 PM and Saturdays – Sundays from 9:00 am – 5:00 PM.

BIDDER QUALIFICATIONS & REFERENCES FORM

Please detail the specifics of similar experience to that of this proposed contract that you have successfully completed over the past three years:

Type of work: _____

Contract period: _____

Person to contact for reference: _____

Address: _____

Phone #: _____

Type of work: _____

Contract period: _____

Person to contact for reference: _____

Address: _____

Phone #: _____

Type of work: _____

Contract period: _____

Person to contact for reference: _____

Address: _____

Phone #: _____

Company Name: _____

Authorized Signature: _____

Date: _____

2019 Bid Sheet

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.

ALL BIDS MUST BE LISTED AS FOLLOWS ON THIS SHEET:

Total Bid Price	_____	\$ _____
	(Words)	(Figure)
2 Optional Key Pad Locks	_____	\$ _____
	(Words)	(Figure)
TOTAL BID:	_____	\$ _____
	(Words)	(Figure)

Signed: _____ Title: _____

Representing: _____

Telephone: _____ Date: _____

NON – COLLUSIVE BIDDING CERTIFICATE

2019 Dog Park Fence 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:

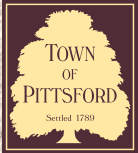
1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices 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

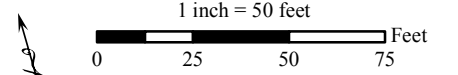
Authorized Signature

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.



Proposed Dog Park
34 East Street



Source: Town of Pittsford GIS, June 2019
Pictometry International, April 2018
Monroe County Real Property Tax Service, April 2019