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# AGREEMENT

2012 - 2012 Pick Up of Bundled and Containerized Yard Debris

THIS AGREEMENT, made as of the 4th day of April, 2012, by and between the Town of Pittsford, New York, with offices located at 11 South Main Street, Pittsford, New York 14534, ("Town"), and Lakeside Rolloff Services, LLC., with offices located at 6296 Lakeside Road, Ontario, NY 14519, ("Contractor").

## WITNESSETH

WHEREAS, the Contractor intends to perform and the Town intends to pay for the Pick Up of Bundled and Containerized Yard Debris Services for Town of Pittsford, ("Services");

NOW, THEREFORE, the Town and Contractor, for the consideration hereinafter set forth, agree as follows:

1. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the completion of the Services, in accordance with the "Bid Requirements and Specifications" dated February 16, 2012 provided by the Town, all terms of which are incorporated herein.
2. The Town agrees to pay the Contractor for the Services, the amounts set forth in the "Bid Sheet" dated March 22, 2012 provided by the Contractor, all terms of which are incorporated herein.
3. The Contractor agrees to furnish to the Town the Certificates of Insurance and Performance Bond as specified in the "Bid Requirements and Specifications," with the Town named as an "Additional Insured" on all Liability Insurance Policies.

4/11/12  
Date

Lakeside Rolloff Services, LLC  
Print Name of Contractor

[Signature]  
Authorized Signature

4-5-12  
Date

Town of Pittsford

By: William A. Carpenter  
William A. Carpenter, Supervisor

PS





**BID REQUIREMENTS & SPECIFICATIONS**

**2012 – 2013 PICK UP OF BUNDLED AND  
CONTAINERIZED YARD DEBRIS**

**BID OPENING:  
11:00 A.M.  
March 22, 2012**

**Dated: February 16, 2012**

LEGAL NOTICE

NOTICE TO BIDDERS

Notice is hereby given, pursuant to the requirements of Section 103 of the General Municipal Law, that sealed bids will be received at the Office of the Commissioner of Public Works of the Town of Pittsford, 11 South Main Street, Pittsford, NY, until **Thursday, March 22, 2012** at 11:00 A.M., after which they will be publicly opened and read for:

2012 – 2013 Pick Up of Bundled and Containerized Yard Debris

“Bid Requirements & Specifications”, describing the items to be bid, the specifications thereof and other terms and conditions of bidding may be obtained at the Office of the Commissioner of Public Works, Town of Pittsford, 11 South Main Street, Pittsford, NY during regular business hours of 9:00 A.M. until 5:00 P.M., Monday through Friday.

Paul Schenkel  
Commissioner of Public Works  
Town of Pittsford

# 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 pick up, at the roadside, bundled and containerized yard debris. 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 accompanied by the "Bid Security" referred to in this document.
4. All bids must be sealed and be addressed to the "Commissioner of Public Works" and be marked "2012 – 2013 Pick Up of Bundled and Containerized Yard Debris Bid".
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 April 3, 2012 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
9. 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.

BID SECURITY:

Each bid must be accompanied by a certified check made payable to the Town or a bid bond, in a form and by a company acceptable to the Commissioner, in the amount of \$1,000.00. Bid security will be released upon bid rejection, in the case of unsuccessful bids, or agreement execution, in the case of agreement award.

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 a 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. 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 November 30, 2013. Seasonal services by the Contractor will commence Monday, April 30, 2012 and Monday, April 29, 2013. The Town reserves the option to extend the agreement for up to two (2) twelve (12) month periods, on the same terms and conditions, with the consent of the Contractor. The agreement may not be assigned or sublet, without the express written consent of the Town.

PERFORMANCE BOND:

At the time of agreement execution, the Contractor shall furnish a performance bond in the amount of \$30,000.00, in a form and by a company acceptable to the Commissioner, to secure the full, faithful, and timely performance of the terms, conditions and specifications of the agreement.

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:

All public highways within the boundaries of the Town, outside the territorial limits of the Village of Pittsford.

DEBRIS:

The term "debris," as used herein, shall refer to the material that will be picked up at the road side; grass, plants, apples, nuts, brush, weeds, leaves, cuttings and tied bundles of (4' or less).

SERVICES

Removal of bagged, bundled or containerized lawn debris from roadside in the Town, during the collection season, described as follows.

1. Pick up lawn debris
  - a. Boxes and bagged, paper only
  - b. Bundled, not over 4' in length
  - c. Reusable containers (including boxes, wheel barrows, etc. under 50 lbs.)
  - d. Containers will be returned in same condition as they were when arrived or replaced at Contractor's expense.
  - e. Provide Town with a daily log sheet as what items could not be picked up, including specific addresses. Any residents that have material that could not be picked up due to weight, size, etc must be notified via a Door Hanger supplied to their front door. The log is also to include all resident concerns expressed to the Contractor.
  - f. Provide Town with a staff contact name and number so the Town may call the Contractor with areas of concern.
2. Provide, at a minimum, a ten (10) yard roll off or dumpster at the Town's Highway Department (60 Golf Avenue) for debris delivered to the Highway Department by residents. The roll off or dumpster shall be provided for the entire year, including weekly pick up service.

3. When:
  - a. The season shall consist of pickup every week, starting with Monday, April 30, 2012 and Monday, April 29, 2013, respectively, and ending at the end of the last full week of November.
  - b. Contractor will not start before 6:30 a.m. and will end no later than 6:00 p.m. Monday through Thursday; and Fridays during holiday weeks, only.
  - c. A four (4) day route as per the Town's pick up schedule, as adjusted from time to time to accommodate certain holidays. The regular pick up schedule will be altered on holidays, when the Town's offices are closed. The route will have to be completed on a weekly basis. Other adjustments include new streets/roads added to the pick up schedule.
  - d. Contractor will contact the Town as soon as there is an unforeseen delay in the schedule causing any time lapse. Lapse of schedule requiring Friday pickup must be communicated to the Town of Pittsford Highway Department prior to starting of pickup.
5. Where and How:
  - a. At curb, gutter, or roadside
  - b. With at least two (2) packer trucks or equal
  - b. One (1) driver and at least one (1) laborer per truck
  - d. Appropriately attired in OSHA reflective clothing of ANSI Type II level
6. Disposal:
  - a. All material picked up shall be composted or disposed of using DEC approved methods, which promote alternative re-use of yard materials. The disposal shall occur at a site other than the Pittsford Highway Department.
  - b. The disposal site shall meet the requirements of all applicable laws and regulations including, but not limited to, 6 NYCRR, Part 360, Solid Waste Management Facilities.
  - c. A copy of the DEC issued Permit or registration must be submitted to the Town at the time of bid submittal.
7. Equipment:
  - a. Equipment shall be of sufficient size to enable Contractor to complete route on the assigned day, between the specified times. The Contractor shall be able to pick up the material on a scheduled basis (provided by the Town on maps) and shall have backup equipment in case of a breakdown of original equipment or as needed during heavy periods
  - b. Equipment should be in good operating condition, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the Town of Pittsford, Highway Department.
  - c. Equipment shall be properly equipped with flashing lights and other appropriate safety equipment, in working condition, as required by law.
  - d. Equipment shall have up-to-date New York State inspection stickers and appropriate registration.
8. Employee Safety:
  - a. The contractor is responsible for the safety of his operations and to



participate in all job safety activities. These requirements include compliance with all rules and regulations as adopted by the Town, as well as any other Local, State, and Federal agencies. In addition, the contractor agrees to indemnify the Town, its agents, servants and employees for any claims, including reasonable attorney fees, by contractor's agents, servants or employees that may arise out of alleged violations of any Local, State or Federal law, rule, and regulation or standards concerning employee health and/or safety.

9. Calculation of Payment:
  - a. Bids shall be based on a charge per ton.
  - b. Per ton charge shall cover all costs from roadside pickup to final compost site.
  - c. The Town has had a private contractor pickup yard debris over the past three (3) years at an average of 1,908 tons per year with yearly totals as:

2009 – 1952 Tons
2010 – 1992 Tons
2011 – 1780 Tons
  - c. Original weight tickets for each load shall be required for payment by the Town. Annual certificate from Weights and Measures verifying accuracy of scale will be required.
  - d. Payment from the Town to the successful vendor shall be on a monthly basis upon submitting an invoice and weight tickets.

TIME OF THE ESSENCE

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

## NON – COLLUSIVE BIDDING CERTIFICATE

2012 - 2013 Pickup of Bundled and Containerized  
Yard Debris 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.

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Print Name of Bidder

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Authorized Signature

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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

## 2012 – 2013 PICK UP OF BUNDLED AND CONTANERIZED YARD DEBRIS FOR THE TOWN OF PITTSFORD

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

A copy of the DEC issued Permit or registration must be submitted to the Town at the time of bid submittal.

\_\_\_\_\_ \$ \_\_\_\_\_  
Price per Ton (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."