

# NIAGARA FALLS WATER BOARD

## REQUEST FOR BIDS BID #W-07-10

Bids on items as specified herein will be accepted at City Hall until 11:00 A.M., and opened at 11:00 A.M. on August 16, 2010.

Bidders must state when delivery can be made.

All bids are subject to delivery as stated herein.

If a bid is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution, otherwise it will be assumed that the bid is based on the grade or brand specified.

The Board reserves the right to accept this bid by items, or as a whole, or to reject any or all bids or waive informalities.

Bids are to be shown NET. Cash discounts are to be stated, if any.

All bids must be accompanied by the requisite bid bond IF SO STATED IN THE SPECIFICATIONS.

Provision of any required performance bond is the responsibility of the bidder.

Prices must be filled in with typewriter or ink on this form.

THE ENVELOPE CONTAINING THE BID MUST BE SEALED AND CLEARLY MARKED WITH THE BID NUMBER.

Any and all bids and contracts made or awarded by the Niagara Falls Water Board or any official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this bid.

**BIDDER'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.**

### NON-COLLUSIVE BIDDING CERTIFICATION (PURSUANT TO CHAPTER 751 OF LAWS OF NEW YORK, 1965)

By submission of this bid or proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidders as well as to the person signing on it's behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy or resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

(see reverse side for additional information)

**COMPANY NAME:**

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**ADDRESS:**

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<b>TOTAL NET PRICE</b>	<b>DELIVERY PROMISED</b>
<b>CONTACT PERSON FOR QUESTIONS REGARDING BID</b>	<b>TELEPHONE NUMBER</b>
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>

<b>TITLE</b>

**MAIL BIDS TO:**  
NIAGARA FALLS WATER BOARD  
C/O PURCHASING DIVISION ROOM 14-B  
PO BOX 69  
NIAGARA FALLS, NY 14302-0069

**DELIVER BIDS TO:**  
NIAGARA FALLS WATER BOARD  
C/O CITY HALL ROOM 14-B  
745 MAIN STREET  
NIAGARA FALLS, NY 14302-0069

**BIDS SUBMITTED BY FACSIMILE ARE UNACCEPTABLE**

DATE: 7/29/10		BID #W07-10	PAGE 3 OF 3			
QNTY	UNIT	DESCRIPTION	UNIT PRICE		NET TOTAL	
		Sealed bid proposals will be received by the City				
		Purchasing Agent in his office at City Hall for the				
		hauling and disposal of the following:				
1,250	tons	more or less, sludge located at:				
		<b>Niagara Falls Water Board</b>				
		<b>Water Treatment Plant</b>				
		<b>5815 Buffalo Avenue</b>				
		<b>Niagara Falls, NY 14304</b>				
		A pre-bid meeting will be held on August 9 <sup>th</sup> at 1:00 P.M.				
		at the address listed above.				
		The successful bidder shall have 60 days after receipt of				
		the order to remove all sludge.				
		It shall be the responsibility of the contractor to provide				
		a container or containers of an acceptable size to the				
		Water Board to collect and transport the sludge.				
		The toxicity characteristic leaching procedure (TCLP) is				
		current and the material has been deemed non-hazardous.				
		A certificate of insurance which meets all of the				
		requirements as set forth in the attached Niagara Falls				
		Water Board insurance requirements must be submitted				
		within two (2) weeks after award of the bid and prior to				
		commencement of work. Failure to do so within that time				
		frame shall be grounds for termination of the contract.				
		For further information regarding this bid please contact				
		Dean W. Spring at (716) 286-4371.				

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## NIAGARA FALLS WATER BOARD

**INSURANCE:** Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least A- and shall provide a Certificate of Insurance and binder of Insurance Coverage, or a Certificate of Insurance and Policy Endorsement as evidence of such coverage to the Niagara Falls Water Board before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, N.Y. and should reference the project.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder and Binder Holder.

All Certificates of Insurance, Binders of Insurance Coverage, and Endorsements shall be approved prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. **Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000 per occurrence and 3,000,000 annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- No exclusion for X C U coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage
- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Coverage A, B and C)
- Liquor Liability (if alcoholic beverages are to be dispensed under NYS License)

The Niagara Falls Water Board, the Niagara Falls Public Water Authority and the City of Niagara Falls shall be named as an Additional Insureds on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the Niagara Falls Water Board or the Niagara Falls Public Water Authority for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability:** (if licensed vehicles are to be used in the operation)

With a combined single limit for Bodily Injury and Property Damage of \$1,000,000 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designed for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:**

If General Liability and/or limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000).

With a minimum limit of \$1,500,000 each occurrence and 3,000,000 aggregate. Named insured shall be the Niagara Falls Water Board and the Niagara Falls Public Water Authority.

E. **Professional Liability:**

If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000).

F. **Property Insurance:** (if applicable)

Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability:**

All contractors doing business with or vendors entering upon Niagara Falls Water Board property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond: (where applicable)**

A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the Niagara Falls Water Board in the amount of not less than (100) percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.