

# CITY OF NIAGARA FALLS, NEW YORK

## REQUEST FO-R BIDS BID #18-11

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 May 18, 2011.

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 City 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 City of Niagara Falls or any department, agency or 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:**

\_\_\_\_\_  
\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<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>

**TITLE**  
\_\_\_\_\_

**MAIL BIDS TO:**  
CITY OF NIAGARA FALLS  
PURCHASING DIVISION ROOM 14-B  
PO BOX 69  
NIAGARA FALLS, NY 14302-0069

**DELIVER BIDS TO:**  
CITY OF NIAGARA FALLS  
CITY HALL ROOM 14-B  
745 MAIN STREET  
NIAGARA FALLS, NY 14302-0069

**BIDS SUBMITTED BY FACSIMILE ARE UNACCEPTABLE**

ITEM #	DESCRIPTION	UNIT PRICE		NET TOTAL
	Sealed bid proposals will be received by the City Purchasing Agent in his office at City Hall for the rental of the following equipment:			
	<b>UNLESS OTHERWISE STATED IN THE BID REQUEST, ALL THE RATES ARE TO BE ON AN HOURLY BASIS.</b>			
	<b>EQUIPMENT WILL BE ORDERED ON AN AS NEEDED BASIS.</b>			
	<b>DUMP TRUCKS - TO BE EQUIPPED WITH TARPS:</b>			
1.	4-1/2 - 5 tons, not less than 6 CY, with operator:			
2.	10 wheel tandem, not less than 12 CY, with operator:			
	<b>LOW-BOY TRACTOR TRUCK AND TRAILER:</b>			
3.	10 ton capacity, with operator:			
4.	20 ton capacity, with operator:			
	<b>TAG-ALONG TRAILER ONLY:</b>			
5.	10-20 ton capacity, with operator:			
6.	10-20 ton capacity, without operator:			
	<b>BUCKET TRUCK - SINGLE AXLE:</b>			
	<b>45'-65' reach, without operator:</b>			
7.	Weekly Rate:			
8.	Monthly Rate:			
	<b>120' reach, without operator:</b>			
9.	Daily Rate:			
	<b>VACUUM AND AIR CONVEYANCE TRUCKS:</b>			
10.	Minimum capacity 2,500 gallons, capable of producing 25 inches of mercury vacuum, truck must be equipped with at least 125 ft. of 3"-4" hose, with operator:			

ITEM #	DESCRIPTION	UNIT PRICE	NET TOTAL
11.	"Super Sucker", air conveyance as opposed to vacuum, minimum 10 CY capacity with at least 125 ft. of 3" – 4" hose, with operator: <b>Hourly rate for additional laborer:</b>		
	<b>BACKHOES - MOUNTED ON RUBBER TIRES:</b>		
12.	12 ft. digging capacity, with operator:		
13.	12 ft. digging capacity, without operator:		
14.	16 ft. digging capacity with operator:		
15.	16 ft. digging capacity, without operator:		
16.	18 ft. digging capacity, Extend-A-Hoe Case 580K or equivalent) with operator:  18 ft. digging capacity, Extend-A-Hoe (Case 580K or equivalent) without operator:		
17.	Hourly Rate:		
18.	Weekly Rate:		
19.	Monthly Rate:		
20.	1 CY digging capacity, with operator:		
21.	1 CY digging capacity, without operator:		
22.	Hoeram, with operator		
	<b>HYDRAULIC EXCAVATOR/BACKHOE TRACK/CRAWLER MOUNTED:</b>		
23.	1-1/4 CY capacity, with operator:		
24.	12 ft. minimum blade, with operator:		
25.	12 ft. minimum blade, without operator:		
	<b>PAYLOADERS WITH CLAM BUCKETS:</b>		
26.	3 CY on rubber tires, with operator:		
27.	3 CY on rubber tires, without operator:		

ITEM #	DESCRIPTION	UNIT PRICE	NET TOTAL
	<b>BULLDOZERS:</b>		
28.	D-6 or equal, with operator:		
29.	D-6 or equal, without operator:		
30.	D-7 or equal, with operator:		
31.	D-7 or equal, without operator:		
	<b>ROLLERS-10 TON WITHOUT OPERATOR:</b>		
32.	Hourly Rate:		
33.	Daily Rate:		
34.	Weekly Rate:		
35.	Monthly Rate:		
	<b>MISCELLANEOUS:</b>		
36	Hi-Pressure water/sewer cleaner, up to 10,000 PSI, with 2 operators, must be equipped with proper nozzles and spinners (Harbor nozzle or equal) with 45 degree and 90 degree angles with nozzle extensions:		
37	Camera to insert into line for inspection, with operator:		
	<b>PLEASE NOTE: For items 38 and 39 the successful bidder must respond to a call by a City or Water Board employee within two (2) hours. Equipment must be on site within seven (7) hours after the initial call.</b>		
38.	6" trash pump, minimum 20' of suction hose and 50' of discharge hose, without operator, daily rate:		
39.	Compressor, 185 CFM, without operator, daily rate:		
40.	Street Sweeper, broom type, front loader (Elgin Pelican, or equal) with operator:		
41.	Street Sweeper, broom type, front loader (Elgin Pelican, or equal) without operator:		



# City of Niagara Falls

*New York*

## Specifications

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1. Price to include equipment in operating condition, in good repair, operator, fuel and full insurance coverage.
2. Equipment is to be used where and as directed by a supervisor from the using department. He is responsible for signing and giving the contractor a daily slip showing the hours used, the equipment used and the location.
3. The work day shall be eight hours; between the hours of 7:00 A.M. and 4:30 P.M.
4. The work week shall be five consecutive days, Monday through Friday.
5. A 5% discount will be taken from the hourly rate if equipment is used for 40 hours or more in any one week. If a holiday occurs during the week, the 5% applies for 32 hours or over. The time will be paid only when equipment is in working order on the site. No payments are due when equipment is broken down and unable to perform.
6. If equipment is used at the request of the City of Niagara Falls, after the regular eight-hour day, rental will be at the rate of one and one half (1-1/2) times the prevailing rate for the operator, plus straight time for equipment. The same rate as above applies for Saturday work.
7. No bid will be accepted if it contains an escalator clause or other conditions.
8. In the event of a breakdown of rental equipment, the low bidder will be held responsible for all costs and or damages that may occur due to work stoppage if the equipment is not repaired or replaced within two (2) hours after notification.
9. The City reserves the right to examine all equipment before award of the bid. If, in the opinion of the Director of Public works or his designee, the equipment is not in good operating condition, that equipment will not be considered for award.
10. Travel time or delivery charges will only be paid for equipment which cannot be delivered to the work sight under its own power. If you are bidding on that type of equipment and wish to charge for travel time or delivery, you must indicate the charge in your bid. When the bids are evaluated, whether there is a charge for travel time or delivery will be included in determining the low bidder.

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**INSTRUCTIONS FOR  
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

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 B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

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.

All Certificates of Insurance shall be approved by the Risk Management Department 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 \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- \* Premises and Operations
- \* Products and Completed Operations
- \* No exclusion for X C U coverage (explosion, collapse and underground)
- \* Independent Contractors
- \* Broad Form Property Damage
- \* Contractual Liability
- \* Fire Legal Liability
- \* Personal Injury Liability (Cov. A, B and C)
- \* Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- \* If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls 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 \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).
- C. **Excess Umbrella Liability:** If General Liability and/or auto 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 \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- 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 (\$1,000,000.00).
- 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 City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in bid request)** 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 City of Niagara Falls in the amount of not less than \_\_\_\_\_ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

**NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.**

**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.