

LEGAL NOTICE  
CITY OF NORTH TONAWANDA, NEW YORK

WASTEWATER TREATMENT PLANT  
INVITATION FOR BIDS FOR WASTE HAULING AND DISPOSAL

Notice is hereby given that sealed proposals for Waste Hauling and Disposal for the North Tonawanda Wastewater Treatment Plant will be received by the City Clerk-Treasurer of the City of North Tonawanda until 11:00 AM prevailing time, Thursday, May 5<sup>th</sup>, 2022 at which time they will be publicly opened.

The work consists of hauling and disposal of the grit, screenings, sludge cake, scum and other waste material for the Wastewater Treatment Plant, Disposal sites, containers, and hauling equipment to comply with all Federal, State, and local requirements.

Specifications may be obtained at the Office of the City Clerk-Treasurer, 216 Payne Ave., North Tonawanda NY 14120.

Each proposal must be accompanied by a certified check, cash, or bid bond in the amount of ten percent (10%) of the total base bid. The City of North Tonawanda reserves the right to waive any informalities in or to reject any and all bids.

No bid may be withdrawn after the above date and time for receiving bids for a period of sixty (60) days. Bidders must agree to sign a statement of non-collusion in accordance with Chapter 751 of the Laws of New York.

Donna Braun  
City Clerk-Treasurer

Publish:

**CITY OF NORTH TONAWANDA WATER WORKS**

**WASTEWATER DIVISION**

830 RIVER ROAD

NORTH TONAWANDA, NEW YORK 14120

PHONE: (716) 695 - 8560

FAX: (716) 695 - 8563

**Jason W. Koepsell**  
*Superintendent*

**Kelley J. Williams**  
*Maintenance Supervisor*



**Don Alesse**  
*Chief Operator*

**Michael W. Gibbons**  
*Lab Director/Chemist*

**BIDS AND SPECIFICATIONS**

**FOR**

**WASTE HAULING AND DISPOSAL**

**WASTEWATER TREATMENT PLANT**

**PROPOSAL**

TO: CITY OF NORTH TONAWANDA, NEW YORK

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Contract Documents, including Notice to Bidders, Instructions to Bidders, Proposal, Agreement, Bonds, and Specifications, on file in the offices of the Owner, hereby propose to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workman like manner all of the work required, all in accordance with the Specifications entitled:

City of North Tonawanda, New York  
Wastewater Treatment Plant  
Waste Hauling and Disposal

At the following bid prices:

The number of tons is estimated over the one year period of this contract. This bid shall be based on Monday through Saturday, as needed, container moving schedule.

<u>ITEM NO.</u>	<u>QTY/# TONS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE/PER TON</u>	<u>TOTAL AMT</u>
1	2,000 Wet Tons	Sludge Cake, screenings, grit scum and other waste material hauled in 12 to 15 cubic yard containers and/or Vac-All truck <b>AS</b> designated by the City of North Tonawanda Wastewater Treatment Plant.	\$ _____	\$ _____

Total bid amount in words: (for one (1) year contract)

\_\_\_\_\_ Dollars & \_\_\_\_\_ Cents

The number of tons is estimated over a three (3) year period of this contract option.

<u>ITEM NO.</u>	<u>QTY/# TONS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE/PER TON</u>	<u>TOTAL AMT</u>
2	6,000 Wet Tons	Sludge Cake, screenings, grit scum and other waste material hauled in 12 to 15 cubic yard containers and/or 4 cubic yard front load containers and/or Vac-All truck <b>AS</b> designated by the City of North Tonawanda Wastewater Treatment Plant.	\$ _____	\$ _____

Total bid amount in words: (for three (3) year contract)

\_\_\_\_\_ Dollars & \_\_\_\_\_ Cents

The undersigned affirms that in making such Proposal, neither he/she nor any company that he/she may represent, nor anyone in behalf of him/her or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder on said contract to work, and further affirms that such Proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that, if this foregoing Proposal shall be accepted by the said Owner, he will begin work on this contract within five (5) consecutive calendar days after receiving notice to proceed with the work.

It is agreed that this bid may not be withdrawn for a period of sixty (60) days after the opening date.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids.

Dated and signed at \_\_\_\_\_

State of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone

(Seal-If bid is by a Corporation)

**STATEMENT OF NON-COLLUSION**

After September 1, 1965, all bids, be they for purchase contracts or for public works, must be accompanied by a statement subscribed and affirmed by the bidder. The statement or certification is set forth in the law and reads as follows:

“One-collusive bidding certification. 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 such penalties being applicable to the bidder as well as to the person signing in its behalf. (E) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

Note: Corporations complete the following:

RESOLVED that \_\_\_\_\_ be and is hereby authorized to sign and

submit the bid or proposal of this corporation for the following project: \_\_\_\_\_

\_\_\_\_\_  
(Describe Project)

and to in such bid or proposal the certificate as to non-collusion required by Section one three-D of the General Municipal Law as the act and deed if such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_

\_\_\_\_\_ Corporation at a meeting at its Board of Director held on the \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

(Seal of Corporation)

**LEGAL STATUS OF BIDDER**

A Corporation duly organized and doing business under the laws of the State of \_\_\_\_\_  
for whom \_\_\_\_\_ bearing the official title of \_\_\_\_\_  
whose signature is affixed to this Proposal is duly authorized to execute contracts.

A Partnership, all of the members of which, which addresses, are:

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An Individual, whose signature is affixed to this Proposal.

(The BIDDER shall fill out the appropriate section above and strike out the other two.)

## SPECIFICATION

### **1. GENERAL REQUIREMENTS**

#### SCOPE OF WORK

The work under this Contract includes the furnishing of all labor, materials, and equipment necessary for the work as described in the Notice of Bidders and Instruction to Bidders and as listed in the Proposal, complete and in accordance with the Specification.

#### CODES, ORDINANCES, LAW, AND REGULATIONS

The Contractor and Subcontractor shall observe and comply with all Federal, State, and Local codes, ordinances, laws, and regulations in force, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

The Contractor shall pay for and obtain all disposal permits, licenses for the work, and pay all charges for disposal. All vehicles and containers shall comply with the State of New York's requirements for waste of this type. The method of disposal and disposal area shall comply with all government requirements for wastes of this type.

#### SAFETY

The Contractor and Subcontractors shall comply with Federal, State, and Local laws and regulations governing the furnishing and use of safeguards, safety devices, and protective equipment, and take any other needed actions on his/her own responsibility as reasonably necessary to protect the life and health of employees on the job and safety of the public and to protect property for the duration of this contract.

#### INSURANCE

Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Employee's Liability and Worker's Compensation Insurance for all of his/her employees to be engaged in work on the project under this Contract; and in case any such work is sublet, the Contractor shall require the Subcontractor to provide Employee's Liability and Worker's Compensation Insurance for all of the latter's employees to be engaged in such work.

In case any class of employees engaged in hazardous work under this Contract is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause such Subcontractor to provide adequate insurance coverage for the protection of the employees not so covered.

**CONTRACTOR'S PUBLIC LIABILITY INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Personal Injury Insurance in an amount not less than \$500,000 for injuries including accidental death, to each person, in an amount not less than \$1,000,000 on account of each occurrence; and Contractor's Property Damage Insurance in the amount not less than \$500,000 each occurrence; and \$500,000 aggregate including Completed Operations and Contractual Liability Coverage's.

This Public Liability Insurance shall include coverage for explosion, collapse, and underground hazards.

**SUBCONTRACTOR'S PUBLIC LIABILITY INSURANCE:** The Contractor shall require each of his Subcontractors to procure and to maintain during the life of his/her subcontract, Personal Injury Insurance in the amount not less than \$500,000 for injuries, including accidental death, to each person, and in the amount not less than \$1,000,000 on account of each occurrence; and Contractor's Property Damage Insurance in an amount not less than \$500,000 each occurrence, and \$500,000 aggregate.

The Contractor shall require each of his subcontractors to procure and maintain during the life of this Contract, Contractor's Protective Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person, and in the amount not less than \$1,000,000 on account of each occurrence; and property damage in an amount not less than \$500,000 each occurrence, and \$500,000 aggregate. Public Liability Insurance shall include coverage for explosion, collapse, and underground hazards.

As an alternate to the above, the Contractor may insure the activities of this Subcontractor in his/her own policy.

**CONTRACTOR'S AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE INSURANCE:**

- The Contractor shall procure and shall maintain during the life of this Contract, Automobile Bodily Injury Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person, and in the amount not less than \$1,000,000 for each occurrence; and property damage in an amount not less than \$500,000 each occurrence.
- The Contractor shall procure and shall maintain during the life of this Contract, Hired and Non-Ownership Automobile Bodily Injury and Property Damage Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person, and in the amount not less than \$500,000 for each occurrence; and property damage in an amount not less than \$500,000.

**OWNER'S PROTECTIVE PUBLIC LIABILITY INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract, Owner's Protective Public Liability Insurance in the name of the Owner and Engineer in an amount not less than \$500,000 for injuries, including accidental death, to each person, and in the amount not less than \$1,000,000 on account of each occurrence; and property damage in an amount not less than \$500,000 each occurrence, and \$500,000 aggregate.



IDEMNIFICATION CLAUSE: The Contractor shall hold harmless from and indemnify the Owner and Engineer against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees, by reason of any person or persons or property being damaged or injured by the performance of the Contractor or any of his subcontractors, and suppliers, or any person employed under said Contractor, or under any of his subcontractors, during the progress of this Contract.

## 2. TYPES OF MATERIALS TO BE HAULED AND DISPOSED

### SCOPE OF WORK

The work shall be subject to the conditions of the General Requirements and include the furnishing of all labor, materials, tools, equipment, accessories, and services necessary for the hauling and disposal of the different types of wastes specified.

### WORK INCLUDED

The principal items of work are as follows:

- 1) The furnishing during the period of this Contract of the following sizes of steel containers which shall be watertight and shall meet all N.Y.S. Regulatory Agencies requirements. The containers shall be satisfactory to operate with the Contractor's and the Owner's equipment.
  - a) A minimum of two (2) 12 to 15 cubic yard containers for sludge cake.
  - b) Two (2) 4 cubic yard containers for screenings and general waste material.
  - c) One (1) 12 cubic yard container for grit and scum.
- 2) The pickup, hauling, dumping, and replacement of the containers in the designated loading areas, in accordance with the General Information section of this specification.

### TRANSPORT OF CONTAINERS

The Contractor shall have the necessary licenses and/or permits from all governmental agencies for the hauling and disposal of the specified wastes.

### DISPOSAL OF WASTE

The Contractor shall arrange with a landfill or other acceptable method for disposing of these wastes. The Contractor shall pay all the necessary fees and costs for the disposal.

### HAZARDOUS MATERIALS

All of the wastes have been examined for hazardous substances and no hazardous substances have been found.

## **GENERAL INFORMATION**

### **1. BELT FILTER PRESS SLUDGE**

The sludge cake from the belt filters contains about 28 to 32 percent dry solids, the remainder being water.

The belt filters are usually operated on an 11 hour per day schedule, with occasional periods of 24 hour per day operations. These periods occur about 2-3 times per year.

This schedule will require the movement of many containers during the periods of 24 hours per day operation, with relatively few movements between the periods.

Sludge containers shall be located in the Sludge Building Garage as required.

### **2. GENERAL REFUSE**

Two (2) 4 cubic yard screenings and general refuse containers shall be supplied. It is anticipated that these containers will require emptying at least three (3) times each week. One container shall be located in the Bar Screen Building and one container outside of the Main Building.

3. The grit, scum, etc., container shall be located at the grit chamber and it shall have a capacity of 12 cubic yards. This container shall be replaced on an as-needed basis. The grit consists of sand, gravel, and other types of heavy material removed from the flowing sewage, and the weight of this material will be approximately 100 pounds per cubic foot.

Grit and scum containers shall be located at the Grit Collector or as directed by Wastewater Treatment Plant Personnel.

4. Scum and/or other debris may be withdrawn by a "Vac-All" type vehicle.
5. Bidders are welcome to survey the job site and assess the contract-required services by appointment with the plant prior to bid date.

## **INSTRUCTIONS TO BIDDERS**

### **SCOPE OF WORK**

The work under this Contract includes the furnishing of all labor, materials, equipment necessary for the hauling and disposal of the grit, screening, sludge cake, scum, and miscellaneous wastes for the Wastewater Treatment Plant set forth in the Notice to Bidders, all complete and in accordance with the Specifications.

### **CONTRACT DOCUMENTS**

It is understood and agreed that the Notice to Bidders, Proposal, Specifications, Addenda, and Change Orders issued by the Owner or the Engineer, and specifications are each included in this Contract and the work shall be done in accordance therewith.

It is required that each bidder will examine the Specifications for this work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain first-hand information concerning the wastes to be hauled and disposed.

### **EXPERIENCE AND FINANCIAL STATEMENT**

It is the intention of the Owner to award this Contract to a bidder competent to perform and complete all work in a satisfactory manner. It is required by the Owner that each bidder under consideration shall submit a statement of his experience and financial status when requested by the Engineer. The Engineer will request this information from the bidders under consideration immediately following the opening of bids. Each bidder shall be prepared to submit to the Engineer the following notarized statements pertaining to his financial resources, adequacy of plant and equipment, organization, prior experience, and other facts as his qualification to enter into contract with and to perform work for the Owner.

- 1) **Organization:** State legal title of organization, business, address, and if a corporation, where incorporated. Give names of principal officers and capitalization, number of and positions held by supervisory employees and number of employees regularly employed.
- 2) **Financial Resources:** Furnish complete financial statement.
- 3) **Equipment Owned:** Give manufacturer's name, description, size, and/or capacity and age of each piece of article or major equipment.
- 4) **Experience Record:** Give names of parties and dates for which work has been done, general description of work and contract price of work performed.

### **NAME, ADDRESS, AND LEGAL STATUS OF BIDDER**

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual shall be stated in the Bid Proposal form. A corporation bidder shall name the state in which its articles of

Incorporation are held and must give the title of the official having authority, under the by-laws, to sign contracts. A partnership bidder shall give the full names and addresses of all partners.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal legal evidence of his authority to do so. The place of residence of the bidder, or the office, address in the case of a firm or company, with County and State, must be given after his signature.

#### FORM OF PROPOSAL

All Proposals must be made and signed by the bidder on the Bid Proposal form contained herein, attached hereto, and without removal from the bound book. Additional copies of the Bid Proposal form for the bidder's files may be obtained upon request at the office of the City Engineer.

All prices stated in the Proposal must be plainly written in legible words and/or figures using black ink or typed. Illegibility of any word and/or figure in the Proposal may be sufficient cause for rejection of the Proposal by the Owner.

Supplemental statements by the Contractor written into the Proposal form or by letter modifying the terms or the base Proposal, will be considered as irregular and will make the Proposal subject to rejection by the Owner.

Each Proposal must be enclosed in a sealed envelope addressed to and labeled as follows:

**Addressed to:** City Clerk/Treasurer  
216 Payne Avenue  
North Tonawanda, New York 14120

**Labeled as:** Proposal for:  
City of North Tonawanda, NY  
Wastewater Treatment Plant  
Waste Hauling and Disposal

#### BASIS OF PROPOSAL

Proposals are solicited on the basis of unit prices for the various items of the work, all as provided in the Proposal form.

This waste disposal contract shall be effective for a period of one year, with an option to extend the contract for a period of one year at the same, or lower, bid price, providing such extension is agreeable to both parties.

## INTERPRETATION OF CONTRACT DOCUMENTS

Neither the Owner nor Engineer will give verbal answers to any inquiries regarding the meaning of the specifications, or verbal instructions prior to the award of the Contract. Any verbal statement regarding same by any persons, prior to award, shall be unauthoritative.

## RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The Owner reserves the right to accept any Proposal, to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the contract documents and of the form of Proposal shall render the accompanying BID irregular and subject to rejection by the Owner.

## WITHDRAWAL OF BIDS

Any bidder who has submitted a Proposal to the Owner may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bidder may withdraw his bid after the time stated in the Notice to Bidders for receiving bids, and his bid shall be firm and shall remain firm for a period of sixty (60) days thereafter.

## TAXES AND FEES

The Contractor shall pay all sales, use, and other taxes and disposal fees that are lawfully assessed against the Owner or Contractor in connection with the work included in this Contract.

## AWARD AND EXECUTION OF CONTRACT

Contract shall be awarded to the lowest responsible bidder on the basis of the lowest total sum of the extended unit prices for items of work included in the Proposal. The Contract shall be deemed as having been awarded when notice of award shall have been duly served by the Owner upon the bidder. Contractor shall furnish evidence that his containers, disposal site, and hauling equipment comply with all Federal, State, and Local requirements.

## METHOD OF PAYMENT

After all conditions of the specifications are met, the Contractor shall submit invoices monthly to the North Tonawanda Wastewater Treatment Plant for approval, upon which payment will be made. The container number and type of waste shall be stated and the net weight of each container of sludge or other waste shall be listed and confirmed by a certified weigh station.

The Contractor shall provide a copy of the current certification inspection certificate for any scales for weighing sludge or other waste.