

# AGREEMENT

## Refuse and Recycling Services for Town of Pittsford Owned Buildings

THIS AGREEMENT, made as of the 21st day of May, 2013, by and between the Town of Pittsford, New York, with offices located at 11 South Main Street, Pittsford, New York 14534, ("Town"), and Youngblood Disposal Services, with offices located at 35 Deep Rock Road, P.O. Box 64463, Rochester, NY 14624, ("Contractor").

### WITNESSETH

WHEREAS, the Contractor intends to perform and the Town intends to pay for the Refuse and Recycling Services for Town of Pittsford Owned Buildings, ("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 March 15, 2013 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 May 9, 2013 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.

6/4/13  
Date

Youngblood Disposal Service  
Print Name of Contractor

[Signature]  
Authorized Signature

\_\_\_\_\_  
Date

Sandra F. Zutes  
Town of Pittsford

[Signature]  
Sandra F. Zutes, Supervisor  
PJS





## **BID REQUIREMENTS & SPECIFICATIONS**

### **Refuse and Recycling Services for Town of Pittsford Owned Buildings**

**BID OPENING:  
May 9, 2013  
11:00 A.M.**

**Dated: March 15, 2013**

# 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, refuse and recycling at Town of Pittsford owned buildings. 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 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 sealed and be addressed to the "Commissioner of Public Works" and be marked "Refuse and Recycling Services for Town of Pittsford Owned Buildings Bid".
4. 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.
5. All bids submitted shall remain good for a period of sixty (60) days from the date of bid opening.
6. The Town reserves the right to reject any bid for non-compliance with these Requirements and Specifications and/or to waive informalities.
7. All bids will be presented to the Town Board at its May 21, 2013 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
8. 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.

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 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 the date of execution through May 31, 2016. Services by the Contractor will commence upon execution of agreement. This agreement may be extended for an additional 2 terms of 1 year each at the exclusive option of the Town and upon the same terms and conditions. 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.

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 must 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 and Frequencies:**

Location	Container Number & Size	Pick up Frequency	Time Frame
<b>Parks Garage - 34 East Street</b>			
Trash Dumpster #1	1 – 6 Yard	1 x week	Nov - Apr
Trash Dumpster #1	1 – 6 Yard	2 x week	Apr - Oct
Recycle Container	2 - Toters*	1 x week	All Year
<b>Spiegel Center - 34 Lincoln Avenue</b>			
Trash Dumpster #2	1 – 4 Yard	1 x week	All Year
<b>Pittsford Library - 24 State Street</b>			
Trash Dumpster #3	1 – 6 Yard	5 x week	All Year
Recycle Dumpster – Cardboard	1 - 10 Yard	2 x week	All Year
<b>Highway Garage - 60 Golf Avenue</b>			
Trash Dumpster #4 & #5	2 - 6 Yard	1 x week	All Year
Recycle Container	3 - Toters *	1 x week	All Year
<b>King's Bend Park - 170 West Jefferson Road</b>			
Trash Dumpster #6	1 – 4 Yard	1 x week	Dec - May
Trash Dumpster #6	1 – 4 Yard	2 x week	May - Nov
<b>Special Events - Town Municipal Lot</b>			
40 Toters delivered & serviced - weekend in June	40 Toters *	End of Event	
40 Toters delivered & serviced - weekend in Sept.	40 Toters *	End of Event	

\* Toters are 96 Gallon with Wheels and Covers

**The contractor shall be responsible for the following:**

- All dumpster shall be covered and lockable.
- A schedule of pick up at all locations must be provided.
- Toters for the 2 Special Events must be dropped off on a Friday and picked up on the following Monday.
- The costs related of requested additional pick-ups or containers.

**The Town will provide the following:**

- Enclosures or pads for containers.
- Keys for access to property gates.
- Barricades or cones for access on pick-up days.
- Location for drop off of Special Event Toters

**Quality of Work:**

- Work shall conform to all OSHA standards for this type of work and shall be done in a workmanlike manner. In addition, work shall be done such that no interruption of refuse pick up service occurs.