

LEGAL NOTICE
TO BID
SNOW REMOVAL CONTRACT
CLARENCE FIRE DISTRICT NO. 1

Sealed bids for the 2013-2016 snow removal service will be received until Monday, September 9, 2013 at 7:00 P.M. at the office of Fire District Secretary, Clarence Fire District No. 1, 10355 Main Street, PO Box 340, Clarence, NY 14031.

Proposals will be opened publicly and read aloud at 7:00 P.M.; winning bid will be awarded at Commissioner's meeting on Monday, October 14, 2013.

Bidding shall be in accordance with the instructions to bidders.

Specifications may be obtained by contacting Clarence Fire District No. 1 at 716-759-8842.

All bids shall be addressed to: Fire District Secretary-Yvonne Work, Clarence Fire District No. 1, 10355 Main Street, PO Box 340, Clarence, NY 14031 and must be clearly marked on the outside of the envelope: "Snowplowing."

Bids will be binding for 60 days subsequent to bid opening.

The Clarence Fire District No. 1 reserves the right to accept or reject any exceptions meeting or exceeding the specifications if, in their opinion, the exceptions satisfy the needs of the Fire District. Therefore, the District will accept the bid best suited for its specific needs.

For the Board of Fire Commissioners,

Yvonne Work, Fire District Secretary
Clarence Fire District No. 1

NAME: Clarence Fire District No. 1
Yvonne Work, Fire District Secretary
For Insertion in Clarence Bee dated 8/21/13
for 1 Week Period

CLARENCE FIRE DISTRICT NO. 1

2013- 2016 Snow Removal Specifications/Bid

Contractor: _____

Location: Clarence Fire District No. 1
10355 and 10365 Main Street
P.O. Box 340
Clarence, NY 14031

Scope: Contractor shall clear snow from the asphalt surfaces, sidewalks and porch areas owned by Clarence Fire District No. 1 at 10355 Main St. in Clarence, New York and 10365 Main Street from **November 1, 2013 through March 31, 2016.**

This is a three-year contract which shall be performed throughout the **2013 – 2014, 2014 - 2015** and the **2015 - 2016** snow seasons according to the specifications and terms contained herein.

Plowing: Contractor shall clear snow from the asphalt surfaces any time an accumulation of snow reaches one inch. Such accumulation can result from one or more snowfalls and/or from drifting. During long-term snowstorms, repeat plowing will be required so as to keep the lot from an accumulation of no more than four inches of snow.

Contractor shall perform work on a timely basis, providing around-the-clock service to permit the free movement of vehicles, as the Clarence Fire District is a 24-hour emergency response operation. Clarence Fire District No. 1 must be a priority customer.

Contractor shall avoid plowing snow against fences, utility installments, trees and shrubs and any other buildings and grounds improvements. All truck room doors will be cleared of snow by "drag" plowing.

Contractor will remove snow from the front of the Fire Hall, depositing on the grass area at 10365 Main Street. Snow deposited to the rear must be diverted away from both sides of the storage building and pavilion. Snow from the front face of the storage building/pavilion must be moved to the designated storage area west of the pavilion on the designated blacktop installed for this purpose (*See attached diagram*). All sidewalks and concrete approach to the foyer doors shall be cleared by either shoveling or snow blowing.

Snowfall Monitoring: Contractor shall be responsible for monitoring snowfall and inspecting the premises for compliance with the specifications contained herein. No notice by Clarence Fire District No. 1 is required for the commencement of snow clearing operations.

Stakes: Contractor provided stakes shall be installed no later than November 15, 2013/November 15, 2014/November 15, 2015 and shall be removed no later than March 31, 2014/March 31, 2015/March 31, 2016. Contractor shall maintain and reset stakes throughout the term of this contract.

Equipment: The contractor will provide the necessary equipment to meet the plowing specifications. The Contractor may utilize the twelve-foot push box owned by the Clarence Fire District No. 1. Bidders must be capable of removing all snow under severe weather conditions. The Contractor will have exclusive control of a front end loader with a two-yard bucket or larger.

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Subcontracting: Contractor shall not sub-contract the work herein without the written approval of the Clarence Fire District No. 1.

Damage/Repair: Contractor is responsible for any and all damage, or injury, by its personnel or machinery, including damage to lawns. Any damage or injury, except damage to lawns, shall be reported within twenty-four hours to a Clarence Fire District No. 1 officer. Contractor may be required, at its expense, to affect such repairs to the satisfaction of Clarence Fire District No. 1. Contractor may make the repairs or direct a third party to do so. Repairs shall be completed in a timely fashion and to a reasonable standard of workmanship and materials, restoring the property to its pre-damaged condition. Clarence Fire District #1 reserves the right to make any necessary repairs at Contractor's expense.

Contractor shall, no later than November 1, 2013/November 1, 2014/November 1, 2015, provide Clarence Fire District No. 1 with a specific list of all damage to lawn areas, asphalt, sidewalks, and any other buildings or grounds elements for which the Contractor does not want to be held responsible. A walk through with the Contractor and a Clarence Fire District No. 1 representative shall take place to review problem areas.

Insurance: Contractor shall within fifteen days of signing this contract provide Clarence Fire District No. 1 with an insurance certificate attesting to Contractor being insured with the following minimum limits:

Bodily Injury: \$1,000,000.00 each occurrence and aggregate.
Property Damage: \$1,000,000.00 each occurrence and aggregate.

In addition, such certificates shall attest to Contractor having Worker's Compensation and NYS Disability coverage. Such insurance certificates shall name Clarence Fire District No. 1 as an additional named insured and shall specify the policy effective and expiration dates.

Liaison: Contractor shall have all necessary communications regarding this work with the Board of Fire Commissioners, Clarence Fire District No. 1 of Clarence, New York. Any such change in the terms and conditions of this contract shall only be by the mutual consent of Contractor and Clarence Fire District No. 1. Contractor shall advise its employees that only the persons named below have the authority to order changes in procedure, technique or schedule of the work described herein. Contractor shall refer any questions or complaints to the Board of Fire Commissioners. Contractor shall report problems to and receive direction from the following Clarence Fire District No. 1 officials and their employees:

<u>Name</u>	<u>Home Phone</u>	<u>Cell Phone</u>
Jim Schlabach, Commissioner	759-6628	570-2798
Paul Meyer, Jr., Building Manager		425-6855

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Terms/Payments: For snow removal, Contractor shall be paid \$ _____ (tax-exempt) total for the season. Contractor must submit an invoice for each payment.

Payment by Clarence Fire District No. 1 to Contractor shall be made according to the following schedule for each season provided the Contractor has performed the services described herein and according to the specifications contained herein. Closeout and final payment will be issued on completion of any and all damages incurred as a result of Contractor's work.

Breakdown of Payment Schedule Per Season:

December 1 st	_____	(20%)
January 1 st	_____	(20%)
February 1 st	_____	(20%)
March 1 st	_____	(20%)
April 1 st	_____	(10%)
Closeout	_____	(10%)

Termination: If Contractor fails to provide the services contained in this agreement, Clarence Fire District No. 1 shall, at its option, terminate this agreement upon twenty-four hours written notice to Contractor. Contractor may terminate service prior to completion of the snow season in writing with one week's notice.

If this contract is terminated, a final settlement shall include appropriate credit to Clarence Fire District No.1 by Contractor for prepayments based on a pro rata share of the total contract cost through the date of termination. In addition, assessments may be made to Contractor by Clarence Fire District No. 1 to compensate for costs incurred in finding another contractor, substitute performance and damages caused by the Contractor.

Non-collusion: "Under the penalties of perjury:
1) Bid prices have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to price with any other bidder;
2) Quoted prices have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder;
3) No attempt has or will be made by the bidder to induce any other bidder to submit a bid for the purpose of restricting competition."

Bids: Bids shall be binding for sixty days. The Clarence Fire District No. 1 reserves the right to accept or reject any exceptions meeting or exceeding the specifications if, in their opinion, the exceptions satisfy the needs of the Fire District. Therefore, the District will accept the bid best suited for its specific needs. **Please return sealed bid labeled "Snowplowing" (no later than September 9, 2013 at 7:00 P.M.) to: Fire District Secretary-Yvonne Work, 10355 Main Street P.O. Box 340, Clarence, NY 14031. At the above mentioned time and place, bids will be publicly opened and read aloud.**

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Questions:

Questions and review of job site should be referred to Paul Meyer, Jr., Building Manager, (cell phone 716-425-6855) or Commissioner, Jim Schlabach (cell phone 716-570-2798).

Clarence Fire District No. 1

Contractor: _____

By: _____

By: _____

Date: _____

Date: _____

Base Bid: _____



MAIN STREET

