

NOTICE TO CONTRACTORS

DIRECTOR OF ENGINEERING
LOCKPORT, NEW YORK

Clearing of 18-Mile Creek
Between Davison Road and
Remick Parkway

Description of Requested Services: (Collectively referred to as the “Project Work” or the “Work”). This is a labor and equipment request, for appropriately skilled labor to perform **Clearing of 18-Mile Creek (Creek) between Davison Road and Remick Parkway** within the City of Lockport’s (City) right-of-way and easements at preset daily rates.

The City is requesting proposals from qualified Contractors to provide labor and equipment required to clear trees, limbs, and debris obstructing flow within the banks of the Creek within the project area as directed by the City.

The City shall provide all easement/access agreements, dumpsite for chips, logs and/or spoil material and will perform restoration of areas disturbed for access to perform the work (as coordinated and approved in advance by the City). For the purposes of this proposal, the City has established a maximum of ten (10) days to perform this work.

Work area and specific instructions will be provided when required to a single responsible employee of the selected Contractor by the Director of Engineering or designee. The City will assign an employee to be onsite to oversee and coordinate the selected Contractor. The City employee will be the point of contact for the Contractor. Any issues or discrepancies not resolved by the City employee will be referred back to the Director of Engineering.

The successful Contractor shall provide a daily rate per the proposal form attached. Contractors must pay all employees engaged in the work described herein, the prevailing rate of wages and related benefits as established by the State of New York, Department of Labor, and shall so certify on any request for payment, in addition to any other applicable requirements.

All daily rates shall include all labor, equipment, incidental and administrative costs. Time starts when the workers and/or equipment are on site at the City job site. Transportation time, off site logistics, administrative and incidental time off site, will not be allowed to be billed. The successful Contractor(s) will be required to provide all consumable supplies such as fuel, rags, oil, grease, etc.

All workers must possess personal protective equipment. In accordance with the City's Health and Safety Policy safety shoes, hard hats, traffic vest or outer garments, and safety glasses must be worn while performing this work. The successful Contractor will also submit proof of insurance at the time of contracting in accordance with the following City requirements:

CONTRACTOR'S LIABILITY INSURANCE

- (a) The Contractor shall secure and maintain such insurance policies as will protect himself, his sub-contractors, and unless otherwise specified, the city from claims for bodily injuries, death or property damage which may arise from operations under this Contract, whether such operations be by himself or by any sub-contractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (1) Statutory Workmen's Compensation - Proof **must** be submitted that the contractor has obtained the required Workers' Compensation and disability benefits. (State Forms C-105.2 and DB-120.1 or Form U-26.3, and Form SI-12 or DB-155) If the contractor is not required by law to provide Workers' Compensation and/or disability benefits he must submit State Form C-105.21.
 - (2) Contractor's Public Liability of Property Damage. (Bodily injury, property damage, combined \$1,000,000 each occurrence; \$2,000,000 aggregate.)
 - (3) Contractor's Protective Public Liability covering operation of subcontractors, with same limits.
 - (4) Automobile Public Liability and Property Damage covering both owned and hired vehicles. (Bodily injury and property damage \$1,000,000 combined single limit; \$1,000,000 aggregate.)
 - (5) Prior to the storage or use of explosives, the contractor shall provide evidence of increase in limits of Public Liability, Property Damage and Contractor's Protective Public Liability Insurance to: Bodily Injury \$1,000,000 each accident; Property Damage \$500,000 each accident.
 - (6) Fire and Extended Coverage. (In an amount equal to the bid price of the Contract.)
- (b) Binders of such insurance shall be filed with the City prior to start of work and shall be subject to approval for adequacy of protection. Said Certificates of Insurance shall contain a ten (10) day notice of cancellation in favor of the City.

Work is anticipated to commence on or about October 2021.

Location of Project Work: Various locations along 18-Mile Creek between Davison Road and Remick Parkway with the City's right-of-way and easements per the attached figure.

Questions and requests for site visits: Please contact City Clerk Paul K. Oates at 716-439-6776 or poates@lockportny.gov with any questions or to request a site visit.

Sealed Proposal on the forms provided shall be received by City Clerk Paul K. Oates at his office, Municipal Building, One Locks Plaza, Lockport, New York, until **2:00 P.M. on September 17, 2021** at which time they will be publicly opened and read.

The City of Lockport, New York, reserves the right to reject any or all quotes, to consider the reputation and experience of the Bidder in making its selection; to waive any informalities or minor deviations from the specifications; and to award work to other than the lowest quote, if for good and sufficient reasons, it is considered in the best interest of the City of Lockport, to do so.

James C. Elmer, P.E.
Director of Engineering

Proposal Form

Lockport, New York

To The Director of Engineering
City of Lockport, New York

We, the undersigned, hereby propose to provide Clearing of 18-Mile Creek Between Davison Road and Remick Parkway services, furnishing all the materials, labor, and equipment, and to perform all the work necessary to fully complete said work, for the following unit prices. It is understood that for the purposes of this Proposal the City has estimated a maximum of ten (10) days for this work and the Contractor shall be compensated based upon actual time spent performing the Work to a maximum of ten (10) days.

Price Proposal:

<u>Item</u>	<u>Unit Cost (Per Day)</u>	<u>Bid Per Ten (10) Days</u>
Daily Rate Clearing as Specified	\$_____per day	\$_____10 days
TOTAL BID FOR 10 UNITS (DAYS)		\$_____

Proposal Form

NAME OF FIRM: _____

ADDRESS: _____

BY: _____ TITLE: _____

DATE: _____ TELEPHONE NO.: _____

COMPANY

DATE

SIGNATURE

TITLE