

TOWN OF RYE, NEW YORK
REQUEST FOR PROPOSALS
TREE PRUNING & REMOVAL SERVICES



RFP: The Town of Rye ("Town") is requesting proposals for tree pruning and removal services at Crawford Park. All submissions are due on or before noon on Wednesday, July 1, 2015 and addressed to: "Rye Town Clerk, Town of Rye, 222 Grace Church Street, Port Chester, NY 10573." All bids must be submitted in sealed envelopes plainly marked "**Bid for Tree Pruning and Removal Services - Contract No. 15-010**"

Contract #15-010

TREE REMOVAL AND PRUNING SERVICES

TOWN OF RYE

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town Clerk of the Town of Rye until 12:00 noon. on Wednesday, July 1, 2015, at the Office of the Town Clerk, 222 Grace Church Street, Port Chester, New York, 10573, at which time and place said sealed bids will be publicly opened and read aloud for the furnishing, performing, and/or placing of the following work and materials:

TREE PRUNING AND REMOVAL SERVICES

Contract documents will be available on Monday, June 8, 2015 at the Office of the Town Clerk, 222 Grace Church Street – Suite 300, Port Chester, NY 10573. All bids must be submitted in sealed envelopes plainly marked **“Bid for Tree Pruning and Removal Services - Contract No. 15-010”**

The Town of Rye reserves the right to accept or reject any and all bids and to waive any informalities at its discretion, and to award contracts in a manner deemed to be in the best interests of the Town of Rye even if such award is to other than the lowest bidder.

All technical questions should be directed to the Bishop M. Nowotnik, Director of Purchasing, 914-939-3075 ext. 101, or email bnowotnik@townofryeny.com

Hope Vespia – Rye Town Clerk
222 Grace Church Street – Suite 300
Port Chester, New York 10573
hvespia@townofryeny.com

Date of Publication: June 8, 2015

SECTION B

INSTRUCTION TO BIDDERS

1. **DOCUMENTS**

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Notice to Bidders." A complete set of documents consists of the following:

- A. A bound copy of the bid pages and contract requirements;
- B. Addenda (if any);

2. **BIDS**

To be considered, Bids must comply with these Instructions to Bidders. All bids must be submitted on the enclosed Bid Documents, such forms as are set forth in Section C. All blank spaces for bid prices must be completed in words and in figures either typed or written in ink.

Bids that contain omissions, erasures, alterations, additions, or items not called for in the itemized bid, or irregularities of any kind, may constitute adequate cause to reject the bid(s). All bids must be submitted in sealed envelopes plainly marked "**Bid for Tree Pruning and Removal Services - Contract No. 15-010**". Each bid must include Bidder's name and address, be signed with the name typed or printed below the signature, and Corporate Seal (if applicable) affixed under the Bidder's name. **Bids telephoned or faxed in will not be accepted.**

Proposals will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders. Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

3. **QUALIFICATIONS OF BIDDERS**

All Bidders must fill out the Section D on their Qualifications, listing their experience and equipment available to provide the service. Each bidder must be licensed and insured.

A. **CERTIFIED ARBORIST**

All persons or firms submitting a bid and wishing to be considered for this work, shall be or employ full time a Certified Arborist as recognized by the International Society of Arboriculture (ISA), the National Arborists Association (NAA), or the American Society of Consulting Arborists (ASCA) and fully licensed by the State of New York and Westchester County. A Certified Arborist must be Superintendent of the work and on site or readily available for site consultation.

B. LICENSED PESTICIDE/HERBICIDE APPLICATOR

All persons or firms submitting a bid and wishing to be considered for this work shall be, or employ full time a Licensed Pesticide/Herbicide Applicator, licensed by the New York State Department of Environmental Conservation. The Town of Rye may from time to time require the diagnosis of a condition and/or the application of pesticide of herbicides to promote the health of municipally maintained trees.

C. EXPERIENCE

Each bidder shall submit proof of at least five (5) years of experience as a licensed and insured tree care service firm. The Town of Rye may make such investigations, as it deems necessary, to determine the qualifications of the Bidder to perform the work. The Bidder shall furnish information and data for this purpose as may be required. The Town reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time frame designated. Fraudulent statements shall cause rejection of Bid(s) and forfeiture of the related bid security.

4. CONDITIONS OF WORK

Each Bidder must inform himself fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all labor and equipment necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidder's attention is directed to Item 1 of the Bid Proposal, in which the Bidder certifies that he has a general knowledge of Crawford Park of the Town of Rye and knows generally the trees within Crawford Park. The Bid shall include the complete costs of furnishing all labor and equipment necessary to complete the work in accordance with the Contract and all other expenses incidental thereto.

5. ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents must be addressed in writing to Bishop M. Nowotnik, Director of Purchasing, 222 Grace Church Street, New York, 10573, with a copy by fax to (914) 939-1465. To be given any consideration requests must be received at least five (5) days before the bid-opening deadline. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Receipt of Addenda shall be noted on the "Bid Form."

6. BID SECURITY

Each Bidder is required to deposit at the time he submits his bid a Bid Bond or certified check in an

amount representing five percent (5%) of his bid, payable to The Town of Rye, NY, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if he is awarded the contract and he shall thereafter fail to execute a Contract with the Town under the conditions of this Bid.

Bid security will be returned to all except the three lowest formal Bidders within one (1) week after the formal opening of bids, and the remaining bid security will be returned to the other bidders after the Town and the accepted Bidder have executed a Contract. In the event that no contract has been so executed within forty five (45) calendar days after the bid opening date, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, will be returned his bid security. The bid security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

7. INSURANCE REQUIRED

The successful Bidder will be required to procure and provide proof to the Town of the following types of insurance, in accordance with the provisions listed in Section G.

- i. Workman's Compensation;
- ii. Public Liability;
- iii. Town's and Contractor's Protective Liability;
- iv. Property Damage;
- v. Automotive –(All Vehicles insured for Public Liability and Property Damage);
- vi. Unemployment Insurance.

8. TERM

This contract shall be effective upon award by the Town of Rye Council, expected during July 2015. This contract shall expire at the conclusion of the fiscal year ending December 31, 2015.

TERMINATION

The Town may, in its discretion, terminate this contract without cause and without liability whenever the Town deems such termination to be in the best interest by giving the contractor at least ten (10) days notice in writing of its intention to do so. The Town shall incur no liability on account of such termination, but the Contractor shall be entitled to payment for services rendered hereunder up to the date of termination.

9. AWARD

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the New York State General Municipal Law. The Town of Rye reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Town further reserves the right to reject any or all bids and re-advertise for solicitations of this bid.

10. GRAND JURY TESTIMONY

Bidders attention is directed to the following clause, Chapter 605 of the New York State Laws of 1959:

"A person who refuses, when called before a grand jury to testify concerning this contract or any transaction in connection therewith, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning this contract or transaction, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of 5 years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof after July 1st, 1959, may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any money owing to the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid."

11. DISQUALIFICATION OF BIDDERS

Bids will not be accepted from firms that have pleaded guilty to, or have otherwise been convicted of bid-rigging or related criminal charges. Nor will bids be accepted from firms which include a principal or an officer who has pleaded guilty to or, otherwise, been convicted of bid-rigging or related criminal charges. Such bidders are disqualified from bidding on this project.

12. WITHDRAWAL OF BID

Any Bidder may withdraw his Proposal, either personally or by written request, at any time before the scheduled closing time for receipt of Proposals.

13. INTEREST IN OTHER PROPOSALS

No person, firm or corporation shall be allowed to make, file or be interested in more than one Proposal for the same Contact as the prime bidder. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

14. NON-COLLUSION

NON-COLLUSION IN BIDDING: Each bidder shall submit a statement of non-collusion in bidding the work proposed herein. Failure to submit a non-collusive bidding certificate will constitute grounds for the rejection of said bid. See Section E for complete Non-Collusive statement.

15. REQUIRED SUBMISSIONS

Before award, the successful bidder will be required to meet the following requirements:

The successful bidder, if his business is not registered in New York State, must provide the Town with a certificate issued by the New York State Secretary of State, stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it is required that the entity's certificate of doing business be provided (which should be on file in the County Clerk's Office). This also holds true in the case of joint ventures, which would be required to disclose the underlying entities of the joint venture and to supply the requisite certificates of doing business for each such entity.

Provide a statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Town, or a relative of an officer or employee of the Town. If such an officer, director or stockholder exists, full disclosure to the Town of their name(s) and relationship(s) is required.

16. SALES TAX EXEMPTION

The contractor's attention is directed to the changes made in Section 11 15 of the Tax Law of the State of New York by Chapter 513 and 514 of the Laws of 1974. In connection with capital improvement contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State or any of its political subdivisions, including the Town of Rye, is exempt from State and local retail sales tax and compensating use tax. In formulating their proposals, all bidders shall exclude any dollar amounts for the payment of State and local retail sales tax and compensating use tax. The successful bidder shall be obligated to file the required Contractor Exempt Purchase Certificates.

17. LABOR AND WAGES

A governing provision in the contract will be the rate of wages of all labor applicable to the kind of work, as determined by the New York State Industrial Commissioner pursuant to the Labor Law which states that a schedule of wages so determined by the New York State Industrial Commissioner and the Fiscal Officer be incorporated in the contract by the Town. The Labor Department Schedule of Hourly Minimum rates of wages when omitted from these specifications are still included even if not received at the time of printing of these specifications. Copies of the labor rates shall be forwarded to the bidders as and when received. Such omission does not vary or affect the obligation of the contractor to comply with the law or his compensation thereof. The contractor and each subcontractor performing work on the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York, and particularly Article 8 thereof. All provisions of Section 220 of the Labor Law shall be deemed a part of this contract.

(End of Section)

Section C

WAGE RATES

(*) AS NOTED ON PREVAILING RATE SCHEDULES PAGES.

The annual determination of the prevailing rates of wages and supplements for workers employed on public work projects throughout the state will be published on May 31 each year. These new rates will be in effect July 1st thru June 30th. This new determination will supercede the original schedule or any prior issued annual determination.

It is the responsibility of the contracting agency or its agent to provide all prevailing rate schedules to contractors immediately upon receipt.

Any rate change from a previously issued determination becomes effective July 1st, **regardless of whether the now determination has been received by the contractor.**

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates that additional adjustments become effective.

Prevailing wages for this project have been requested from the N.Y.S. Department of Labor, and will be furnished to the Contractor upon receipt.

(End of Section)

Section D

Bid Proposal

TREE PRUNING AND REMOVAL SERVICES

Contract #15-010

Town of Rye
Westchester County, New York

Bid Submitted by: _____

Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

Fax: _____

To: The Town of Rye
Office of the Town Clerk
222 Grace Church Street
Port Chester, New York 10573

Dear Sir:

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders and the Bid and Contract Documents for the above entitled matter and work I/We have a general knowledge of Crawford Park of the Town of Rye and know generally the trees within Crawford Park.
2. I/We do hereby offer and agree to furnish all labor and equipment, to fully and faithfully perform and execute all work in the above titled matter in accordance with the related contract requirements. I/We will furnish all labor, tools, implements, transportation and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that I/We shall comply with all local, state, and federal laws, rules and regulations applicable and with the New York State Labor Law.
4. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract thereof, including all claims that may arise through damages or any other cause whatsoever.

5. I/We do hereby agree that I/We will execute a contract therefor, containing all terms, conditions, provisions and covenants necessary to complete the work according to the bid documents therefor within ten (10) business days after the contract is awarded by the Town. If I/We fail to execute said contract within said period of time, the Town of Rye shall have the power to rescind the award and in such event shall retain the proceeds of the certified check, or require the payment of the sum of the Bid Bond.
6. I/We declare and agree to commence work immediately after execution of the Contract and to complete the work as quickly as possible. I/We authorize the Town, in case of our failure to complete the work, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to make payments directly to such entity for the proper amount due.
7. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the Bid-opening deadline and that within said period of forty five (45) days the Town of Rye will accept or reject this Bid, or this period may be extended upon mutual agreement.
8. I/We declare that if this is a Corporate Bid that I/We have been duly authorized to act as the Signatory on this Bid on behalf of this Corporation.
9. I/We affirm, under penalty of perjury, that all statements in this Bid are true and correct.
10. I/We hereby agree that I/We accept the unit prices on the following pages for the labor to be performed under this contract. I/We accept and agree that said unit prices will be the basis for future work orders on similar trees during the period of this contract.
11. I/We hereby agree that upon award of the bid, Contractor shall supply the Town of Rye with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section E).
12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.
13. I/We hereby agree that I/We shall abide by the terms and conditions set forth and in enter into agreement with the Town of Rye to perform the duties as described by this contract.

We propose to provide the following tree work in accordance with this contract for the rates as follows:

(Section D continued on next page)

BID PROPOSAL FORM

Contract #15-010

STREET TREE PRUNING AND REMOVAL SERVICES

Bid Submitted by:

(Name)

(Address)

(Telephone No.)

IMPORTANT NOTE:

Below is the list of trees requiring the immediate service of this contract. A tree list in similar style may be forwarded to the contractor periodically (usually quarterly) throughout the duration of the Contract. Subsequent lists may generally contain only from three (3) to ten (10) trees that require attention (Pruning or Removal as indicated). Such work quantity is not guaranteed.

The unit price bid for the service required on the following tree list will be used as the basis for future work on similar trees of this Contract. The Town will make the determination of which tree is most similar for payment basis. When preparing bid prices for the following tree list, the Contractor should consider these trees to be used as models for future trees of similar size, location constraints (traffic, obstructions and wires) that may requires service during the duration of this contract. Subsequent lists will include the unit price for the work as determined by the Director of Purchasing using these bid tree prices as the cost basis. The Arborists will be consulted periodically when developing future lists for guidance on tree pruning, care or removal as necessary. Such cost for the Arborist's service shall be anticipated and included in the unit prices bid.

(Place Bid prices as indicated on the TREE LIST #1 next page)

| | | | |

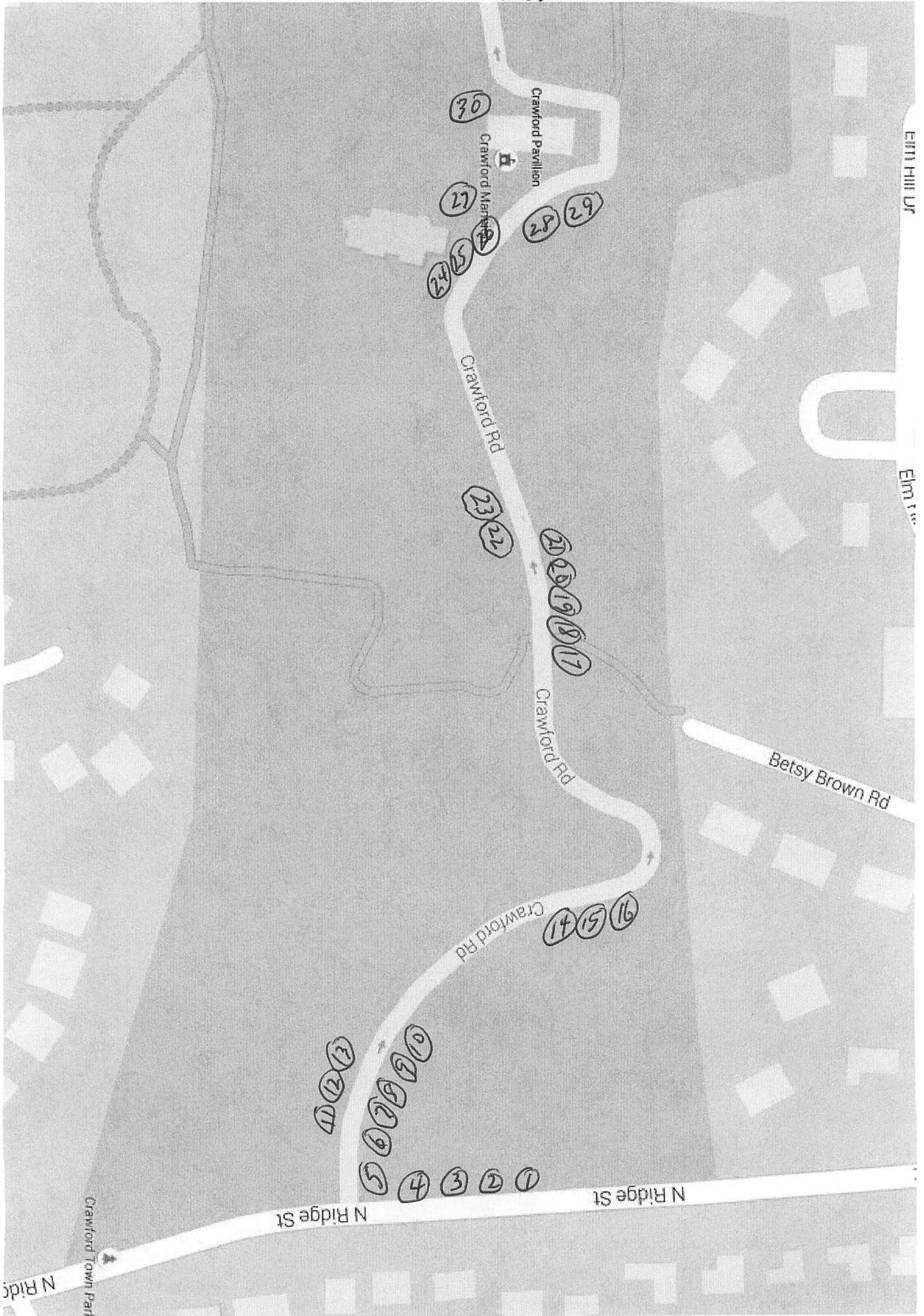
TREE LIST

| | LOCATION | DBH | HT | REMOVE | TRIM | COST |
|-----|---------------------------------|-----|----|--------|------|----------|
| 1. | Ridge Street Wall North 1 | | | | X | \$ _____ |
| 2. | Ridge Street Wall North 2 | | | | X | \$ _____ |
| 3. | Ridge Street Wall North 3 | | | X | | \$ _____ |
| 4. | Ridge Street Wall North 4 | | | | X | \$ _____ |
| 5. | Ridge Street Right side Entr. 1 | | | | X | \$ _____ |
| 6. | Ridge Street Right side Entr. 2 | | | | X | \$ _____ |
| 7. | Ridge Street Right side Entr. 3 | | | | X | \$ _____ |
| 8. | Ridge Street Right side Entr. 4 | | | | X | \$ _____ |
| 9. | Ridge Street Right side Entr. 5 | | | | X | \$ _____ |
| 10. | Ridge Street Right side Entr. 6 | | | | X | \$ _____ |
| 11. | Ridge Street Left side Entr. 1 | | | X | | \$ _____ |
| 12. | Ridge Street Left side Entr. 2 | | | | X | \$ _____ |
| 13. | Ridge Street Left side Entr. 3 | | | X | | \$ _____ |
| 14. | Driveway Hill Right Side 1 | | | | X | \$ _____ |
| 15. | Driveway Hill Right Side 2 | | | | X | \$ _____ |
| 16. | Driveway Hill Right Side 3 | | | | X | \$ _____ |
| 17. | Driveway Top Right Side 1 | | | | X | \$ _____ |
| 18. | Driveway Top Right Side 2 | | | | X | \$ _____ |
| 19. | Driveway Top Right Side 3 | | | | X | \$ _____ |
| 20. | Driveway Top Right Side 4 | | | X | | \$ _____ |
| 21. | Driveway Top Right Side 5 | | | X | | \$ _____ |
| 22. | Driveway Top Left Side 1 | | | X | | \$ _____ |
| 23. | Driveway Top Left Side 2 | | | X | | \$ _____ |
| 24. | Mansion Kitchen Entr. 1 | | | | X | \$ _____ |

TRIE 124

| | LOCATION | DBH | HT | REMOVE | TRIM | COST |
|-----|--------------------------------|-----|----|--------|------|------|
| 25. | Mansion Kitchen Entr. 2 | | | | X | \$ |
| 26. | Mansion Kitchen Entr. 3 | | | | X | \$ |
| 27. | Mansion Kitchen Entr. 4 | | | X | | \$ |
| 28. | Mansion Opposite Kitchen 1 | | | | X | \$ |
| 29. | Mansion Opposite Kitchen 2 | | | | X | \$ |
| 30. | Pavilion SW Corner 1 | | | | X | \$ |
| 31. | Left Side Soccer Stands | | | X | | \$ |
| 32. | Roadway Downhill left side | | | X | | \$ |
| 33. | Stonewall Right side | | | X | | \$ |
| 34. | Lincoln Avenue Exit right side | | | X | | \$ |
| 35. | Jennifer Lane Path Right Side | | | X | | \$ |
| 36. | Jennifer Lane Path Right Side | | | X | | \$ |
| 37. | Jennifer Lane Path Right 1 | | | X | | \$ |
| 38. | Jennifer Lane Path Right 2 | | | X | | \$ |
| 39. | Jennifer Lane Path Right 3 | | | X | | \$ |
| 40. | Jennifer Lane Path Left 4 | | | | X | \$ |
| 41. | Jennifer Lane Path Right 5 | | | X | | \$ |
| 42. | Jennifer Lane Path Right 6 | | | X | | \$ |
| 43. | Jennifer Lane Path Right 7 | | | X | | \$ |
| 44. | Jennifer Lane Path Right 8 | | | | X | \$ |
| 45. | Jennifer Lane Path Right 9 | | | CABLE | | \$ |
| 46. | | | | | | \$ |
| 47. | | | | | | \$ |
| 48. | | | | | | \$ |
| 49. | | | | | | \$ |
| 50. | | | | | | \$ |

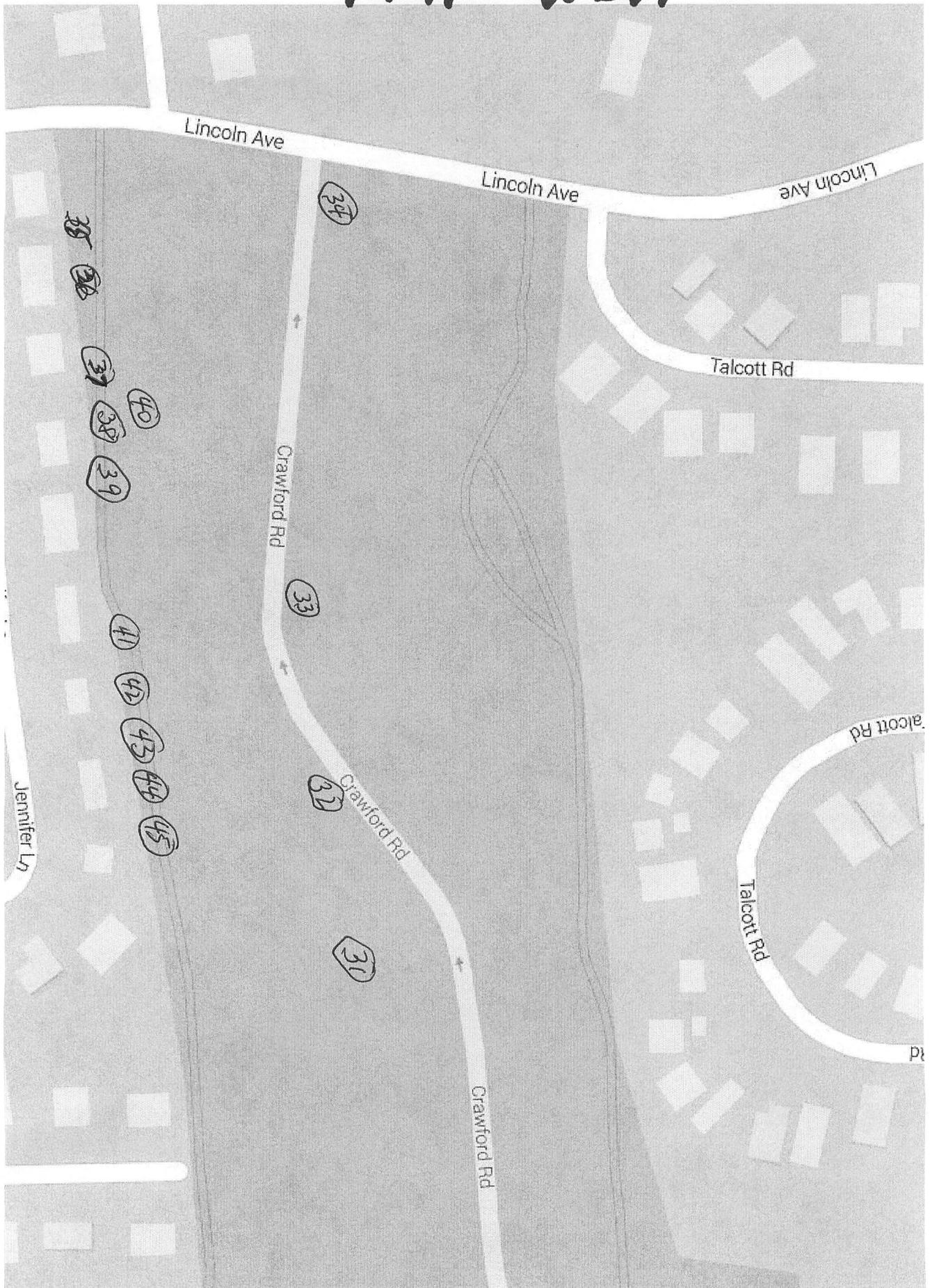
MAP EAST A



MAP EAST B



MAP WEST A



MAP WEST A

10
11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MAP WEST B

Blind Brook



MAP NEXT 3

BID PROPOSAL FORM

***Total Bid for estimated quantities:**

_____ (written in numbers)

_____ (written in words)

**In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices.*

The estimated quantities are not guaranteed, and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein.

ADDENDA: The Undersigned hereby acknowledges the receipt of the following Addenda:

Addendum No.

Date

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

DATE: _____

_____ Legal Name of Bidder

By:

_____ (Name of Party Authorized to Sign)

ADDRESS: _____

Corporate Seal (if corporation)

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 2015, before me personally came _____, to me known and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at _____ and that he is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Individual)

On this ___ day of _____, 2015, before me personally came _____, to me known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same for the purpose herein mentioned and, if operating under any trade name, that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Partnership)

On this ___ day of _____, 2015, before me personally came _____, to me known, and known to me to be a member of the firm of _____ and the person described in and who executed the within instrument in behalf of said firm, and he acknowledged to me that he executed the same in behalf of, and as the act of said firm for the purposes herein mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Westchester County.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____ certify that (*officer other than officer executing proposal documents*) I am the

_____ Of _____
(title) *(name of contractor)*

a corporation duly organized and in good standing under the law under which organized, e.g. the New York Business Corp. Law) and named in the foregoing agreement; that _____ (person executing bid proposal) who signed said agreement on behalf of the Contractor was, at the time of its execution _____ of the Contractor; that said agreement was duly signed for and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Date: _____

(Signature)

(Corporate seal)

STATE OF NEW YORK) SS:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 2015, before me personally came _____, to me known and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn, did depose and say that he resides at _____ and that he is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

Section E

NON COLLUSIVE BIDDING CERTIFICATION

Required by Section 103-d of the General Municipal Law

By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies. as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

- a. the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- b. unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor, and
- c. no attempt has been made or will be made-by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.

Signature of Individual Signing Bid

Section F

STATEMENT OF QUALIFICATIONS

The following persons are employed by the firm and will be superintendent of the work:

| Name | Certifications |
|-------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The following is a list of places where we have performed work* of similar character and magnitude, together with references:

| Location | Description of Work | Approximate Cost | Name and Phone of Town |
|----------|---------------------|------------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

The full names and places of residences of all persons and parties interested as principals in the foregoing proposal area as follows:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Section H

Insurance

1. The Contractor, prior to signing of the contract, shall provide to the **Town of Rye** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York and A.M. Best rated "secured".
 - a. Workmen's Compensation and New York State Disability. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of its employees engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - b. Commercial General Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000 per occurrence / \$2,000,000 aggregate. The Certificate of Insurance shall indicate the following coverage:
 - (1) Premises - Operations;
 - (2) Contractual as respect to this contract including the indemnification set forth in the *Indemnity Clause* below.
 - (3) Any deductibles shall not be the liability of the **Town of Rye, New York**.
 - c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$2,000,000. This insurance shall include coverage for:
 - (1) Owned automobiles;
 - (2) Hired automobiles;
 - (3) Non-owned automobiles.
 - d. Excess/Umbrella Insurance \$1,000,000 each Occurrence and Aggregate.
 - e. Owners and Contractors Protective Liability Policy - \$2,000,000 single limit endorsed that the **Town of Rye** is not responsible for the premium.
 - f. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the **Town of Rye**.
 - g. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.
2. All policies and certificates of the Contractor shall contain clauses as follows:
 - a. State that the organization's coverage shall be primary coverage for the Town of Rye, its Board, and employees.
 - b. The insurance companies issuing the policy or policies shall have no recourse against the **Town of Rye, New York** for payment of any premium or for assessments under any form of policy.

- c. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - d. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Town of Rye, New York**, by registered mail, return receipt requested.
3. All property losses shall be made payable to and adjusted with the **Town of Rye**.
4. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
5. Other coverage's may be required by the **Town of Rye** based on specific need.
6. If, at any time, any of the said policies shall be or become unsatisfactory to the **Town of Rye**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Town of Rye** the Contractor shall promptly obtain a new policy, submit same to the **Town of Rye**, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Town of Rye**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
7. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
8. The Contractor agrees to protect, defend, indemnify and hold the **Town of Rye** and its officers, employees and agents; free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials and workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any actual other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligation Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the **Town of Rye** for damages arising out of bodily injury to persons or damage to property caused by or resulting for the sole negligence of the Town or its employees.
9. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed by appropriate references to this provision on, or attached to, all certificates of insurance.

*"The Contractor agrees to defend, indemnify and hold the **Town of Rye**, its officers, employees and agents, free and harmless from and against any and all loses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with this Contract."*

10. The **Town of Rye** shall be listed as an additional named insured on all policies and Hold Harmless documents by using endorsement CG 2010 10 85 or broader. The Certificate must state that this endorsement is being used.
11. Copies of the insurance policies shall be submitted to the **Town of Rye** insurance consultant for approval before the signing of the Contract.

(End of Section)

SECTION I

SPECIAL CONDITIONS

QUALIFICATIONS OF BIDDERS

CERTIFIED ARBORISTS

All persons or firms submitting a bid and wishing to be considered for this work, shall be or employ full time a Certified Arborist, as recognized by the International Society of Arboriculture (ISA), National Arborist Association (NAA) or the American Society of Consulting Arborists (ASCA) be licensed by the State of New York and County of Westchester. A Certified Arborist must be Superintendent of the work and on site, or readily available for site consultation.

LICENSED PESTICIDE APPLICATOR

All persons or firms submitting a bid and wishing to be considered for this work, shall be or employ full time a Licensed Pesticide Applicator, licensed by the New York State Department of Environmental Conservation. The Town of Rye may from time to time require the diagnosis of a condition and/or the application of pesticides or herbicides to promote the health and long term viability of municipally maintained trees.

SUPERINTENDENT ON DUTY

Contractor shall provide at least one person who shall be present at all times during operations who shall be thoroughly familiar with the procedures involved and who shall direct and coordinate the operation.

UNIT PRICING

Bid amounts proposed in the Bid Proposal Form shall be used to determine costs for future tree removal and pruning operations of trees within the Town of Rye. While no two trees are exactly identical, the list of trees on the Bid Proposal form is of sufficient variety and depth that it can be adequately used as the basis for future tree work lists and payments. Bidders should include in the unit costs consideration for consultations with the Arborists for future tree works needs.

PRUNING and REMOVALS

TREE PRUNING

Under direction of the Arborists and with requirements from the Town Engineer, the Contractor shall perform pruning of selected trees. Pruning operations shall be done to:

- a) Removes dead branches
- b) Remove crowded or rubbing limbs
- c) To eliminate hazards
- d) Selective crown pruning work, (cleaning, thinning, raising, reduction)

TREE REMOVAL

All required tree removals shall be carried out in a manner to minimize disruption to the neighborhood and traffic patterns, coordinated with other utility companies as may be required due to interference, and shall be done without dropping of branches or large limbs so as to minimize any damages to streets, sidewalks, and private or public lands. All brush and logs from the tree removal work that are 10" in diameter and

smaller must be chipped on site and carted away. Logs larger than 10" in diameter shall be cut into lengths not to exceed 36" in length and carted away. If a proper log truck is provided, large trunks and limbs may be carted away in greater lengths. Stumps shall be cut as flush as possible to ground level. Routing of stumps shall be included in price bid for the tree removal.

DISPOSAL OF TREE DEBRIS

The contractor shall provide all labor, material and equipment necessary to adequately and safely remove all tree branches, stumps, logs, chips and debris from the Park, exclusively at the Contractor's expense. No materials from this work shall remain on park premises.

STUMP ROUTING

The Contractor shall provide all labor, material, and equipment necessary to properly and completely route or grind a tree stump a minimum of 8" to 12" below ground level. Routing shall include all costs to clean-up the immediate area and to remove such material from the premises. The work site must be left safe and secure. Costs of stump routing shall be included in the unit price bid for each tree removal.

COORDINATION with OVERHEAD UTILITIES

The Contractor shall be fully responsible to inspect the work site and to notify all utilities in conflict with the work to clear any such obstructions. No claims for delay, or lost wages shall be made against the Town resulting from the delay or the inability of any utility to adequately clear lines or in any other way make the work zone safe.

TRAFFIC CONTROL and BARRICADES

The Contractor will be required to protect and maintain pedestrian and vehicular traffic. The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of delay and hazard. NYS DOT standard work site signage shall be provided along all highways while work is in progress, and where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery or tree operations. Barricades shall be placed wherever the safety of the traveling public requires, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. Barricades shall be in accordance with the New York State Department of Transportation Specifications and shall be lighted as provided therein and maintained until the work has been completed.

In the event any portion of roadway must be closed to traffic, the Contractor shall secure permission from the Town of Rye and the Contractor must give notice to the Police and Fire Departments, and shall place adequate detour signs.

SAFETY REGULATION ADHERENCE

The contractor shall adhere to all safety provisions of applicable laws, building and construction codes and safety codes including applicable provisions of the Federal Occupational Safety and Health Administrations stahnadr (OSHA)as applicable to the work being performed.

ADHERENCE TO LAWS

The Contractor shall comply with applicable Local/State/Federal laws, ordinances, codes, etc., governing noise, the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract. Contractor shall possess the appropriate license from both New York State and Westchester County as may be appropriate for the work performed.

NOTIFICATION & SCHEDULING & NOISE

The Contractor shall notify the Town of Rye at least two (2) business days prior to commencing work and schedule all work in a careful manner with all necessary consideration for neighbors and the public, being mindful of the provisions of the Code of the the Village of Rye Brook which prevent undue noise from occurring prior to 7:30 a.m. Work affecting traffic flow shall be limited to between the hours 9 a.m. and 4 p.m. unless otherwise approved by the Town.

PAYMENTS TO CONTRACTOR

Payment shall be made to the Contractor based upon the satisfactory completion of each assigned tree list. Payment amount will be based upon the unit prices listed on the bid proposal form and indicated on the list. The Contractors invoice is required to process and assign payment.

WITHHOLDING OF PAYMENTS

Notwithstanding the above, the Town may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Town and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Town and will not require the Town to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Town elects to do so. The failure or refusal of the Town to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

ACCIDENT PREVENTION

The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Town may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest rules and regulations of OSHA, to the extent that such provisions are not in contravention of applicable law.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of the work under this Contract in accordance with the requirements of the applicable State/Local/Federal regulations. The Contractor shall promptly furnish the Town with reports concerning these matters.

SECTION J
AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2015, by and between

_____, (*a corporation organized and existing under the Laws of the State of _____)

_____, (*a partnership consisting of _____)

_____, (*an individual trading as _____)
**Strike out the two terms not applicable*

hereinafter called the "Contractor" and the Town of Rye, New York,

WITNESSETH, that the Contractor and the Town for the considerations stated herein mutually agree as follows:

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda thereto.

The Town will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed subject to additions and deduction as provided in the General Conditions.

This Agreement forms the Contract between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

ATTEST: _____
(Contractor)

By: _____
(Name of Contractor)

Title: _____

Town of Rye, New York

By: _____

Title _____

APPENDIX

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, hereinafter called the Principal. as Principal, and the _____, of _____ a corporation duly organized under the laws of the State of _____ hereinafter called the Surety, as Surety, are held and firmly bound unto _____ hereinafter called the Obligee in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ AD 2015 in the presence of:

{ _____ (Seal)

PRINCIPAL

{ _____

WITNESS

TITLE

{ _____ (Seal)

SURETY

{ _____

WITNESS

TITLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title

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END OF DOCUMENT