

NOTICE TO CONTRACTORS

DATE: December 11, 2023

To Whom It May Concern:

Notice is hereby given that competitive bids are sought and requested for the following:

Competitive Bid Information

NAME: Tree and Stump Removal; 8439 Smokey Hollow Road; Baldwinsville 13027
DATE: January 12, 2024
TIME: 10:00 A.M.
PLACE: Town of Lysander Clerk's Office
8220 Loop Road
Baldwinsville, New York 13027

Bid Procedure Information

Bids shall be submitted on the attached sheet via hand or mail delivery to:

Ms. Dina Falcone
Town of Lysander Clerk
8220 Loop Road
Baldwinsville, New York 13027

No Contractor to whom this contract is let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of same, or his right, title and interest herein, including the performance of this Contract or the right to receive monies due or to become due, or of his power to execute this without prior written consent of the Town of Lysander. In the event that the Contractor shall without written consent assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title and interest herein, including the performance of this contract, or the right to receive monies due or to become due, or his power to execute such Contract to any other persons or corporations, or upon receipt by Town of Lysander of an attachment against the Contractor, the Town of Lysander shall be relieved and discharged from any and all liability and obligation growing out of such Contract to such Contractor, and the person or corporation to which such Contract shall have been assigned, his assignees, transferees or sublease shall forfeit and lose all monies theretofore earned under this Contract, except so much as may be required to pay his employees.

It is the proposer's responsibility to read the attached GENEREAL REQUIREMENTS, GENERAL CONDITIONS, AND SPECIFICATIONS.

Upon submission of this bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL REQUIREMENTS, GENERAL CONDITIONS AND SPECIFICATIONS.

Competitive Bids must include the attached Town of Lysander forms which include Non-Collusion Bidding Certificate and Quote Sheet. These forms must be properly executed and submitted with the proposal.

Interested bidders are encouraged to visit the project site prior to submitting a quote. If you would like to visit the site or have any additional questions please contact the Director of Parks & Recreation, Kevin Merrill by email at parcs@townoflysander.org.

Attachments

CONTRACT DOCUMENTS

**Tree and Stump Removal 8439 Smokey Hollow
Town of Lysander
Onondaga County, NY**

January 2024

GENERAL CONDITIONS

All proposals shall be made upon forms provided by the Town of Lysander and shall be addressed as specified on the Notice to Contractors.

BIDS

1. Form of proposal as issued by the Town of Lysander shall be completely filled in by ink or typing. No quote will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated.
2. The quotes submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town of Lysander.
3. All quotes received after the stated time in the Notice to Contractors may not be considered. The Contractor assumes the risk of any delays in the mail or in the handling of the mail by employees of the Town of Lysander. Whether sent by mail or by means of personal delivery, the Contractor assumes responsibility for having his quote deposited on time at the place specified.
4. The submission of a quote will be constructed to mean that the Contractor is fully informed as to the extent and character of the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
5. If two or more contractors submit identical quotes as to price, the decision of the Town of Lysander to award a Contract to one of such identical quotes shall be final.

AWARD

6. The Town of Lysander reserves the right to waive any informality or to reject any or all quotes and to remove items included in the bid at the Town's discretion.
7. Awards will be based on the lowest quote to a Contractor deemed responsible by the Town of Lysander, as will best promote the public interests, taking into consideration the reliability and experience of the Contractor.
8. No Contract hereunder shall either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Town of Lysander.
9. A Contract may be cancelled at the successful Contractor's expense upon non-performance of Contract.

GOVERNING LAWS & RULES

10. The Contractor shall comply with all provisions of the laws of the Town of Lysander, the State of New York and the United States of America which affect municipalities and municipal Contracts, and more particularly the Labor Law , the General Municipal Law, the Workman's Compensation Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any Contract awarded hereunder with the same force and effect as if set forth at length herein. The Contractor's special attention is called to those laws which are set forth below:

11. Section 103-d of the General Municipal Law of the State of New York which generally states:

1. Every proposal hereafter made to a political subdivision of the State or any public department, agency or official there of where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or goods sold or to be sold, shall contain the following statement subscribed by the Contractor and affirmed by such Contractor as true under the penalties of perjury; Non-collusive certification.

(a) By submission of this quote, each Contractor and each person signing on behalf of any contractor certifies, and in the case of a joint quote each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

(1) The prices in the quote 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 contractor with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted have not been knowingly disclosed by the contractor and will not be knowingly disclosed by the Contractor prior to opening, directly or indirectly, to any other Contractor or to any competitor; and

(3) No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a quote for the purpose of restricting competition.

(b) A quote shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the Contractor cannot make the foregoing certification, the Contractor shall so state and shall furnish with the quote a signed statement which sets forth in detail the reasons thereof. Where (a) (1) (2) and (3) above have not been complied with, the quote shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency

or official thereof which the quote is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Contractor (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication or new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any quote hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate Contractor for work or services to be performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the quote and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
12. The form of non-collusion certification following the form of proposal must be executed by the Contractor and submitted with the proposal.
13. Contractors must complete the attached Town of Lysander forms which include, Non-Collusion Certificate and Quote Sheet. These forms must be submitted with the proposal.

GENERAL REQUIREMENTS

1. LOCATION OF THE WORK

The work included in this contract is located at 8439 Smokey Hollow Road Baldwinsville, NY 13027. See Attached Aerial View.

2. DESCRIPTION OF THE WORK

The quote will include the following individual terms:

1. Felling of 15, marked, trees.
2. Trimming and thinning of 3, marked, trees of low hanging and dead limbs.
3. Removal of 30 tree stumps and roots at a depth of 12" and within a radius of 36" from the center of the stump resulting from the felling of the 15 trees plus 15 previously felled trees by means of either a stump grinder, or an excavator bucket.
4. Removal of all trees, brush, saw chips, and felling debris from the felling of trees.
5. Rough grading the site of each removed tree stump to leave the area flush with the surrounding ground.
6. Repair of all turf and ground damage within a 20' (twenty-foot) radius of the center of each tree location by means of tamping or rolling the ground to remove all caused ruts.
7. When necessary, and possible the contractor shall lay ground protection panels for the purpose of driving or parking equipment on while performing the work.

3. COMMENCEMENT OF THE WORK AND LENGTH OF CONTRACT

Upon execution of the Contract, including submission of required insurance policies and certificates to the Owner the Contractor will receive written notification to proceed with the services included in the contract. The work included in the contract will need to be completed no later than March 31, 2024.

4. PAYMENT

The Contractor will be paid within 30 days of submission of invoice and certified payroll.

5. NEW YORK STATE LABOR LAWS

The Contractor shall at all times comply with all provisions of the New York State Labor Laws, including, but not limited to: Posting of Prevailing Wage Rates and Supplements, Record Keeping, Certification of payment of prevailing wage rates and non-discrimination Practices.

6. WAGE RATES

In accordance with Section 220(3) of Article 8 of the State Labor Law, the wage to be paid for a legal days work, as defined in the State Labor Law, to laborers, workmen or mechanics employed by the Contractor or Subcontractors, Shall not be less than the prevailing rate of wages as defined and published by the New York State Department of Labor. Each laborer, workman or mechanic employed by the Contractor, Subcontractors, or other person upon or about the work shall be paid not less than the wages and supplements established. The prevailing wage rates for the project can be downloaded from the NYSDOL in the link below.

7. MINIMUM WAGE RATES

Federal and New York State Department of Labor Rates will be in effect for the duration of this Contract.

The minimum Federal Wage Rates and those designated by the Commissioner of Labor of the State of New York. These minimum wage rates and supplements may be modified during the life of the Contract. If the prevailing wage rates should subsequently be legally modified or increased by any means other than the action of the Owner, the Contractor shall assume full responsibility for the payment of said increases without recourse to the Owner. A copy of the wage rate schedule can be found in the link below.

NYSDOL - Prevailing [Wages](#) (View PRC)

8. INSURANCE REQUIREMENTS

Before commencing work under the Contract, the Contractor shall furnish the Owner with Certificates of Insurance evidencing that the policies of the insurance have been issued and are in effect for the required coverage. Upon expiration or cancellation of any policy, the Contractor shall immediately furnish a Certificate of Insurance evidencing proper renewal or replacement of the policy.

Independent Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with insurance carriers licensed in New York State, and shall be rated no lower than "A-VII" by the most recent A.M. Best's Key Rating Guide e, unless otherwise agreed to by the Town:

- 1) Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

- c) Consultant, Owner and all other parties required shall be included as Additional Insured included Completed Operations on the CGL, using ISO Additional Insured Endorsement CG2010 (11/85) or CG2010 (04/13) **AND** CG2037 (04/13) or CG2037 (04/13) **AND** CG2038 (04/13) or an endorsement providing equivalent coverage to the additional insureds. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d) Consultant shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- e) Policy may not contain any exclusions relating to NY Labor Law or municipal work
- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) Consultant, Owner and all other parties required shall be included as additional insured on the auto policy.
- 3) Commercial Umbrella
 - a) Umbrella limits must be at least \$2,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor/Subcontractor.
 - e) Policy may not contain any exclusions relating to NY Labor Law or municipal work
- 4) Workers Compensation and Employers Liability - Statutory coverage complying with New York Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:
 - CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation available at www.web.state.ny.us, OR
 - C-105.2 - Certification of NYS Workers' Compensation Insurance, OR
 - U-26.3 - State Insurance Fund version), OR
 - SI-12 - Certificate of NYS Workers' Compensation Self Insurance, OR
 - GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance
- 5) Disability Benefits Coverage - Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:
 - CE-200 - Certificate of Attestation of Exemption from NYS Disability Benefits Coverage available at www.web.state.ny.us, OR
 - DB120.1 - Certification of Disability Benefits Insurance, OR
 - DB155 - Certificate of Disability Self-Insurance
- 6) Abuse and/or Misconduct Liability Coverage
 - a) Limits not less than \$1,000,000 each occurrence and \$2,000,000 Aggregate.
- 7) Waiver of Subrogation

Consultant waives all rights against Owner their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Consultant's Commercial Policies. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9. SALES TAX EXEMPTION

Purchases by the Town of Lysander are not subject to any Federal, State, County or City sales tax. Exemption certificates will be executed upon request.

10. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the Town of Lysander, their respective offices, officials, employees and agents against any and all liabilities, loss, damage, suit, claim, cost, attorneys' fees, and expense of any kind whatsoever which the Town of Lysander may directly or indirectly incur, suffer or be required to pay by reason of or as a result of Contractor's act, omission, breach or default in connection with its performance obligations hereunder.

11. REPRESENTATIONS OF CONTRACTOR

The contractor warrants and represents that:

- A. He is familiar with all Federal, State, County and Municipal laws, ordinances, regulations and codes pertaining to the work and those employed in connection therewith, including any special acts relating to the work included in the Contract.
- B. He is financially solvent and experienced in and competent to perform the work included in the Contract.

12. LIABILITY FOR INJURIES OR DAMAGE

The Contractor shall be solely responsible and liable for the safety and protection of all persons, including but not limited to the Owner, Contractor, and their employees, suppliers, and visitors, and shall be solely responsible for all physical injuries, including death, to any such persons and for all damage to any such property and its appurtenances, which occurs on account of the work, or because of any negligence, fault or default of the Contractor, a Subcontractor or any of their officers, employees or agents.

The Contractor shall have on the project site at all times, while work is in progress, at least one person skilled in the safety and health procedures and familiar with State and Federal safety and health regulations whose responsibility shall be to observe methods and procedures. He shall have the duty and authority to stop and/or correct all unsafe and unhealthy conditions.

The contractor shall fully protect, defend, indemnify and save harmless the Owner and the Engineer and their employees and agents against all liability, costs, judgments, damages, penalties, and expenses, including reasonable attorney fees in connection with any claims relating to or arising out of the work included in the Contract, whether such claims, damages or injuries are attributable to the negligence of the Contractor and their employees and agents, his officers, his Subcontractors, employees or agents or otherwise. The liability of the Contractor is absolute and is not dependent upon any question of negligence on the part of the Contractor, his employees, officers or agents.

13. COORDINATION WITH THE OWNER

The Contractor will be contacted by the Director of Parks and Recreation in the event that the work performed does not meet the requirements of the contract documents. Once the Contractor is notified by the Director of Parks and Recreation of substandard work the Contractor will be required to address the deficiencies within five (5) business days.

END OF SECTION

NON-COLLUSION BIDDING CERTIFICATE

- (a) By submission of this quote, each person or corporation and each person signing on behalf of any quote certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this quote 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 other competitor; and
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not 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
 - (3) No attempt has been made by the bidder or will be made to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signature

Title

Name of Firm/Company/Corp.

Area Code and Telephone Number

Street Address

Date

City, State, Zip Code

**QUOTE FOR
Ash Tree and Stump Removal
8439 SMOKEY HOLLOW ROAD
BALDWINSVILLE, NY**

TO THE TOWN OF LYSANDER:

Pursuant to and in compliance with your invitation for Quotes and the information for Contractors relating thereto, the undersigned hereby offers to furnish all labor and materials necessary or proper for items required by and in strict accordance with the applicable provisions of all Contract Documents for the following price:

Item

1. Tree and Stump Removal at 8439 Smokey Hollow Road, Baldwinsville NY

(Price Written in Words)

(Dollars) _____
(Price Written in Figures) (Cents)

Contractor Contact Information:

Name:

Address:

Phone Number:

CONTRACT REQUIREMENTS

AGREEMENT

This CONTRACT, for Tree and Stump Removal at 8439 Smokey Hollow Road Baldwinsville, NY 13027 made and entered into this __ day of January 2024, by and between the Town of Lysander, a municipal corporation, organized and existing under the laws of the State of New York, with its principal office and place of business located at 8220 Loop Road, Baldwinsville, NY 13027, hereinafter designated as "Owner", Party of the First Part and _____

County of Onondaga State of New York hereinafter designated as the Contractor, Party of the Second Part.

WITNESSETH: That the parties hereto, in each consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall all tasks included in the attached general conditions.

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to perform all the labor and services, and to furnish all the labor materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manor, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with this contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, for any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4. CONTRACT DOCUMENTS. The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Notice to Contractors, Contract Documents, Agreement, Insurance Certificates, General Conditions, General Requirements, and all interpretations of Contract Documents issued by the Owner.

Article 5. Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. This agreement shall be constructed and enforced in accordance with the laws of the State of New York.

Article 7. The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this contract shall be brought only in the Supreme Court of the State of New York within Onondaga County.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at his address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such a manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of foregoing agreement.

Article 8. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this agreement the day and first year above written.

OWNER: Town of Lysander

(Seal)

By: _____
Town Supervisor

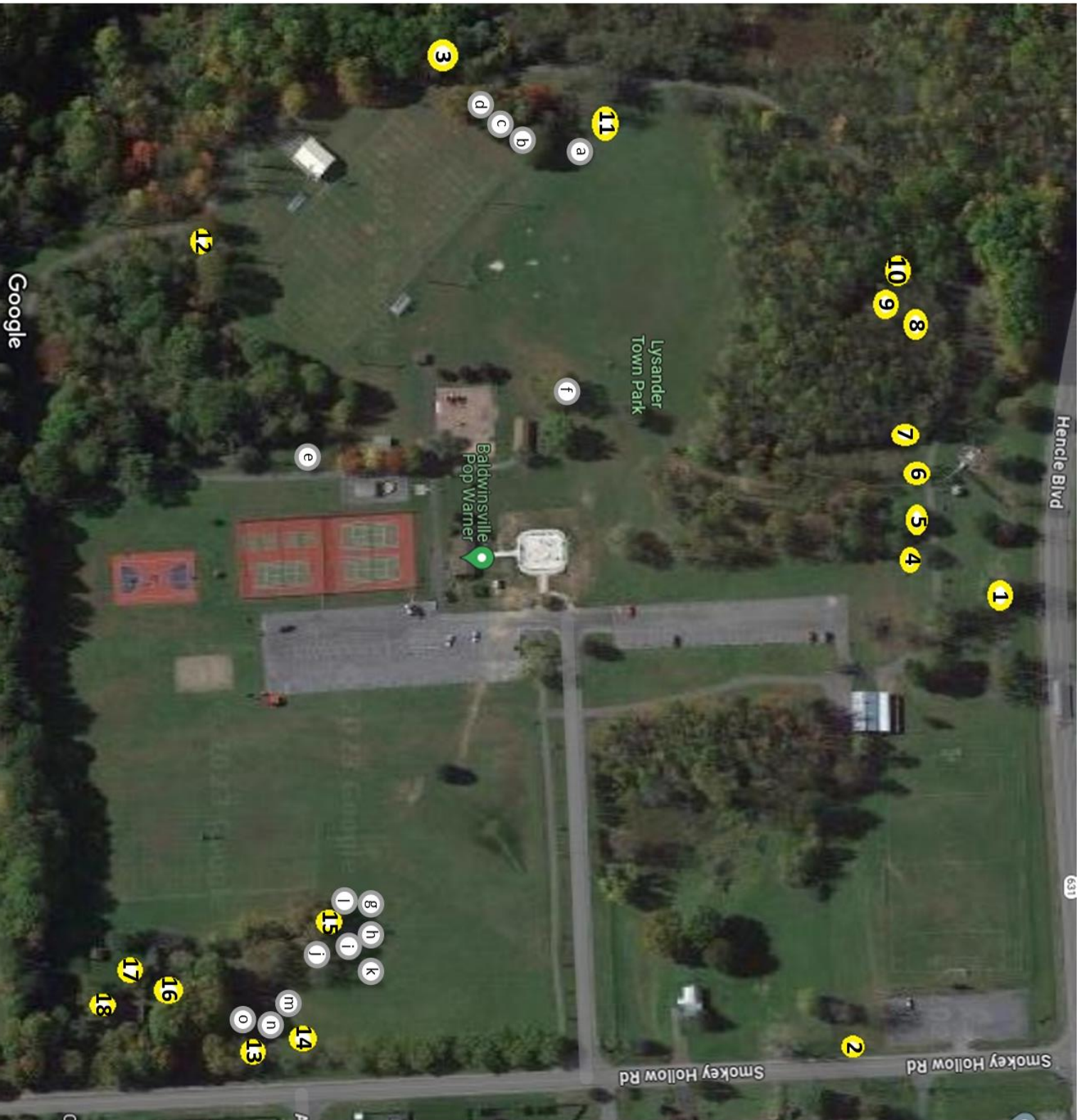
(Seal)

CONTRACTOR: _____

By: _____

CERTIFICATE OF INSURANCE

(Attach Insurance Certificates Here)



Hencle Blvd

631

Smokey Hollow Rd

Lysander Town Park

Baldwinsville Pop Warner

Google

1-3: Trim & Thin low and dead limbs

Tree&Stump Removal

- 4: C=77", ϕ =24.5"
- 5: C=53", ϕ =16.8"
- 6: C=33", ϕ =10.5"
- 7: C=33", ϕ =10.5"
- 8: C=25", ϕ =7.95"
- 9: C=40", ϕ =12.73"
- 10: C=34", ϕ =10.82"
- 11: C=70", ϕ =22.28"
- 12: C=36", ϕ =11.46"
- 13: C=38", ϕ =12.10"
- 14: C=77", ϕ =24.5"
- 15: C=81", ϕ =25.78"
- 16: C=34", ϕ =10.82"
- 17: C=34", ϕ =10.82"
- 18: C=34", ϕ =10.82"

Stump Removal

- a: ϕ =15"
- b: ϕ =20"
- c: ϕ =12"
- d: ϕ =16"
- e: ϕ =19"
- f: ϕ =30"
- g: ϕ =33"
- h: ϕ =21"
- i: ϕ =21"
- j: ϕ =21"
- k: ϕ =23"
- l: ϕ =21"
- m: ϕ =9"
- n: ϕ =9"
- o: ϕ =9"

*C=circumference, ϕ =diameter