

**NOTICE TO BIDDERS
TREE REMOVAL SERVICES**

NOTICE IS HEREBY GIVEN the Town Clerk of the Town of Bedford will receive sealed bids for tree removal services (including tree removal / stump grinding , branch removal and tree thinning bids for both scheduled work and emergencies)

Bids will be received until 10:00 am, May 21, 2015 at the office of the Town Clerk, 321 Bedford Road, Bedford Hills, New York 10507, at which time they will be publicly opened and read aloud.

Bid documents may obtained from <http://www.bedfordny.gov/departments/dpw/>. Please email highway@bedfordny.gov to ensure that you receive any addenda.

Bid prices shall remain in effect through June 1, 2016. Please note that this contract may be extended at existing 2015 -2016 pricing past June 1, 2016 to June 1, 2017 and two more seasons thereafter (i.e. up to and including June 1, 2019) if deemed by the Bedford Commissioner of Public Works to be in the best interests of the Town of Bedford (and if mutually agreeable to both the Bedford Commissioner of Public Works and the vendor awarded the original contract.) Each subsequent extension of the existing contract shall be for one year increments (i.e. June 1, 2016-2017, etc.) The contractor will be required to furnish updated insurance forms to the Town of Bedford to ensure coverage during each subsequent contract extension.

The Town of Bedford reserves the right to accept any bid in whole or in part and to reject any or all bids, as considered to be in the best interests of the Town of Bedford.

No bidder may withdraw their bid within thirty (30) days after the date of the bid opening.

All bids must be enclosed in a sealed envelope plainly marked “Bids for Tree Removal Services — May 21, 2015” on the outside of the envelope. Bids to be returned to the TOWN CLERK, 321 Bedford Road, Bedford Hills, New York 10507.

Dated: Bedford Hills, New York
May 1, 2015

TOWN BOARD
BEDFORD, NY

By: Lisbeth Fumagalli
Town Clerk

SCHEDULED TREE REMOVAL / STUMP GRINDING

a. Scheduled Tree Removal. The Town of Bedford has the occasion to need tree removal on trees located on town property or in the right-of-way. Therefore, the town seeks to solicit bids from qualified vendors interested in performing this work. Some trees may need the resulting stumps ground down the vendor. The vendor awarded this contract will be expected to provide all necessary traffic control and to remove all resultant vegetative debris to the Town's composting facility on Beaver Dam Road. Vendors applying for this work shall have the following minimum equipment to devote to the Town of Bedford if deemed necessary by the Bedford Commissioner of Public Works: One forestry truck with a dump or box capable of receiving and transporting wood chips generated by tree and branch removal activities. One areal lift truck (i.e. bucket truck) with at least a 50' arm reach, One mechanized brush chipper capable of chipping limbs up to 5" diameter that can blow the resulting wood chips into a truck mounted dump or box (also provided by the vendor on the forestry truck noted above.) One grapple truck (with a hydraulically actuated grapple claw capable of lifting log sections of at least 60" diameter with an integral dump body or box for transport and disposal of logs and debris. One mechanized stump grinding machine capable of grinding tree stumps up to 7' diameter to a depth of at least 2" below grade. All mechanized equipment listed above shall be in the possession of the vendor at the time of the bid and shall be subject to inspection for operability and adequacy by the Commissioner of Public Works prior to awarding the bid or at any other time that the Commissioner deems it warranted.

The vendor is expected to provide all necessary operators and laborers to operate all mechanized equipment listed within the routine tree removal and stump grinding sections of this contract (including traffic control.)

Bucket truck and forestry truck operators shall be outfitted by the vendors with chain saws, pruning shears and other hand and power tools as necessary of sufficient size and power needed to execute tree and branch removal and job site clean up activities.

Tree removal or pruning work ordered by the Town shall commence within 5 business days and progress to the satisfaction of the Town.

b. Emergency Tree Removal. The Town of Bedford sometimes employs several contractors at the same time to provide emergency tree / branch removal services during and after such events as hurricanes, blizzards, wind storms, etc. Clearing trees and branches off the roadways and ensuring public safety are of paramount concern at these times. Therefore, qualified tree removal contractors are asked to provide price quotes on a per hour basis for the provision of equipment and labor. The lowest price quoted by a vendor wishing to be employed for emergency work will be the first one called upon by the town to respond in emergency situations.

It should be noted that vendors interested in applying for emergency tree removal work shall have a place of business within easy commuting distance to the town and shall

otherwise be able to show up ready for work either at the Town of Bedford's facilities at 301 Adams St., Bedford Hills, NY 10507 or at another job site as specified at the time of call in within the Town of Bedford within 90 minutes of receiving a call by the Town of Bedford.

Unless otherwise directed by the Town of Bedford's Public Works Department, vendors employed in emergency tree removal work for the Town of Bedford will be expected to provide all necessary traffic control and to remove all resultant vegetative debris to the Town's composting facility on Beaver Dam Road.

Vendors applying for this work shall have the following minimum equipment to devote to the Town of Bedford if deemed necessary by the Bedford Commissioner of Public Works: One forestry truck with a dump or box capable of receiving and transporting wood chips generated by tree and branch removal activities. One aerial lift truck (i.e. bucket truck) with at least a 50' arm reach, One mechanized brush chipper capable of chipping limbs up to 5" diameter that can blow the resulting wood chips into a truck mounted dump or box (also provided by the vendor on the forestry truck noted above.) One grapple truck (with a hydraulically actuated grapple claw capable of lifting log sections of at least 60" diameter with an integral dump body or box for transport and disposal of logs and debris.

All mechanized equipment listed above shall be in the possession of the vendor at the time of the bid and shall be subject to inspection for operability and adequacy by the Commissioner of Public Works prior to awarding the bid or at any other time that the Commissioner deems it warranted.

Bucket truck and forestry truck operators shall be outfitted by the vendors with chain saws, pruning shears and other hand and power tools as necessary of sufficient size and power needed to execute tree and branch removal and job site clean up activities.

c. Scheduled Branch removal and tree thinning. The Town of Bedford has the occasion to need non-emergency branch removal on trees located on town property or in the right-of-way. The town also needs to have branches thinned out from the crowns of trees as well. Therefore, the town seeks to solicit bids from qualified vendors interested in performing this work. The vendor awarded this contract will be expected to provide all necessary traffic control and to remove all resultant vegetative debris to the Town's composting facility on Beaver Dam Road. The vendor shall provide bid prices for each treatment option. Therefore, qualified tree removal contractors are asked to provide price quotes on a per hour basis for the provision of equipment and labor for routine branch removal and tree thinning. The lowest price quoted by a vendor wishing to be employed for routine branch removal and tree thinning work will be the first one called upon by the town to respond in emergency situations.

Vendors applying for this work shall have the following minimum equipment to devote to the Town of Bedford if deemed necessary by the Bedford Commissioner of Public Works: One forestry truck with a dump or box capable of receiving and transporting

wood chips generated by tree and branch removal activities. One areal lift truck (i.e. bucket truck) with at least a 50' arm reach, One mechanized brush chipper capable of chipping limbs up to 5" diameter that can blow the resulting wood chips into a truck mounted dump or box (also provided by the vendor on the forestry truck noted above.) One grapple truck (with a hydraulically actuated grapple claw capable of lifting log sections of at least 60" diameter with an integral dump body or box for transport and disposal of logs and debris.

All mechanized equipment listed above shall be in the possession of the vendor at the time of the bid and shall be subject to inspection for operability and adequacy by the Commissioner of Public Works prior to awarding the bid or at any other time that the Commissioner deems it warranted.

Bucket truck and forestry truck operators shall be outfitted by the vendors with chain saws, pruning shears and other hand and power tools as necessary of sufficient size and power needed to execute tree and branch removal and job site clean up activities.

Tree removal or pruning work ordered by the Town shall commence within 5 business days and progress to the satisfaction of the Town.

ROUTINE TREE REMOVAL / STUMP GRINDING

(Note: Diameters of tree trunks provided below shall be taken at 3 feet above the base of the tree.)

Item No.	DESCRIPTION	Unit Measure	Unit Price \$
A	TREE REMOVAL, UP TO 12" DIAMETER	UNIT	
B	TREE REMOVAL, OVER 12" TO 18" DIAMETER	UNIT	
C	TREE REMOVAL, OVER 18" TO 24" DIAMETER	UNIT	
D	TREE REMOVAL, OVER 24" TO 30" DIAMETER	UNIT	
E	TREE REMOVAL, OVER 30" TO 36" DIAMETER	UNIT	
F	TREE REMOVAL, OVER 36" TO 42" DIAMETER	UNIT	
G	TREE REMOVAL, OVER 42" TO 48" DIAMETER	UNIT	
H	TREE REMOVAL, OVER 48" DIAMETER	UNIT	
I	STUMP REMOVAL, UP TO 12" DIAMETER	UNIT	

Item No.	DESCRIPTION	Unit Measure	Unit Price \$
J	STUMP REMOVAL, OVER 12" TO 18" DIAMETER	UNIT	
K	STUMP REMOVAL, OVER 18" TO 24" DIAMETER	UNIT	
L	STUMP REMOVAL, OVER 24" TO 30" DIAMETER	UNIT	
M	STUMP REMOVAL, OVER 30" TO 36" DIAMETER	UNIT	
N	STUMP REMOVAL, OVER 36" TO 42" DIAMETER	UNIT	
O	STUMP REMOVAL, OVER 42" TO 48" DIAMETER	UNIT	
P	STUMP REMOVAL, OVER 48" DIAMETER	UNIT	

Summation: Add Items A through P above together: This amount equals:
 \$ _____

Divide the amount provided in Summation above by 16. This amount will be priced used to determine the bidder awarded the contract.
 \$ _____

b. EMERGENCY TREE REMOVAL WORK PRICE QUOTE: Tree removal contractors interested in being called upon to provide emergency tree removal work to in the event of hurricanes, wind storms, etc. are requested to provide price quotes for this type of work on a per hour basis. The qualified vendor providing the lowest overall hourly price as stipulated below will be the contractor first called upon to work during these types of emergency events.

ITEM		Price
A. Arial Lift Truck (Bucket Truck) with operator and hoisting / cutting equipment.	Per Hour Rate	\$ _____
B. Brush Chipper and	Per Hour Rate	\$ _____

operator		
C. Forestry Truck and operator	Per Hour Rate.	\$ _____
D. Additional Operators / Laborers as needed	Per Hour Rate.	\$ _____
E. Grapple Truck 10 c.y. min. capacity with hydraulic articulating grapple arm and mechanical claw capable of picking up log sections up to 60" diameter or more if needed (with operator.)	Per Hour Rate	\$ _____
F. Add together Items A through E above	Sum of Items A through E added together	\$ _____
G. Divide Sum in Item F above by 5. (This will determine vendor priority)	Per Hour Rate.	\$ _____

for emergency call out work.)		
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c. ROUTINE BRANCH REMOVAL AND TREE THINNING WORK PRICE QUOTE: Tree removal contractors interested in being called upon to provide branch removal and tree thinning are requested to provide price quotes for this type of work on a per hour basis. The qualified vendor providing the lowest overall hourly price as stipulated below will be the contractor first called upon to work during these types of emergency events.

ITEM		Price
A. Arial Lift Truck (Bucket Truck) with operator and hoisting / cutting equipment.	Per Hour Rate	\$ _____
B. Brush Chipper and operator	Per Hour Rate	\$ _____
C. Forestry Truck and operator	Per Hour Rate.	\$ _____
D. Additional Operators / Laborers as needed	Per Hour Rate.	\$ _____
E. Grapple Truck 10 c.y. min. capacity with hydraulic	Per Hour Rate	\$ _____

articulating grappling arm and mechanical claw capable of picking up log sections up to 60” diameter or more if needed (with operator.)		
F. Add together Items A through E above	Sum of Items a through E added together	\$ _____
G. Divide Sum in Item F above by 5. (This will determine vendor priority for routine branch removal and tree thinning work.)	Per Hour Rate.	\$ _____

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less

than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.

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 011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.

c) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to Town of Bedford and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insured's.

d) Contractor/Subcontractor 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 2 years after completion of the Work.

e) XCU may not be excluded

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) Town of Bedford and their agents, officers, directors and employees shall be included as additional insured on the auto policy.

d) Also needs to include waiver of subrogation

3) Workers Compensation and Employers Liability and N.Y.S Disability

a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

4) Excess/Umbrella Insurance
\$3,000,000 each Occurrence and Aggregate.

5) The Contractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Town of Bedford. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Town of Bedford and their agents, officers, directors and employees as an additional insured.

6) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Town of Bedford. Policies that lapse and/or expire

during the term of occupancy shall be re-certified and received by Town of Bedford no less than 30 days prior to cancellation or renewal.

- 7) Contractor acknowledges that failure to obtain such insurance on behalf of the Town of Bedford Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of Bedford. The contractor/permittee is to provide the Town of Bedford with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Town of Bedford to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of Bedford.

B. Safety Provisions

The safety provisions of applicable laws, building and construction codes and the safety rules approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Town representative on the job site.

C. Hours

No laborer, worker or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The work must be performed between 7:00am to 3:30pm Monday through Friday. Any exceptions out of these hours must have prior approval by the Department Head in charge of the public work project.

D. Wages and Supplements

Contractor shall fully comply with New York Labor Law §220. The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. Contractor shall comply with the Prevailing Rate Schedule from the New York State Department of Labor annexed hereto as Attachment B.

Contractor will submit a transcript of their original payroll record, subscribed and sworn to/affirmed as true under the penalty of perjury, to the Commissioner of Public Works within thirty (30) days of the issuance of the original payroll and every thirty (30) days thereafter.

The filing of payrolls in a manner consistent with N.Y. Labor Law §220(3)(a) is a condition precedent to payment of any sums due and owing to any person for work done upon the contract.

E. Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Contractor/Subcontractor/Vendor will indemnify and hold harmless the Town of Bedford, it’s officers, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Contractor/Subcontractor/Vendor, it’s officers, directors, agents, employees and subcontractors, in connection with the performance of any work by or for Contractor/Subcontractor/Vendor pursuant to any contract, Purchase Order and/or related Proceed Order. Contractor/Subcontractor/Vendor will defend and bear all costs of defending any actions or proceedings brought against the Town of Bedford, their officers, representatives, agents and employees, arising in any employee of the Contractor/Subcontractor/Vendor and shall not be limited in any way by an amount or type of damage, compensations, or benefits payable under any applicable workers’ compensation, disability benefits or other similar employees benefit act.

The Contractor/Subcontractor/Vendor hereby expressly permits the Town of Bedford to pursue and assert claims against the Contractor/Subcontractor/Vendor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

Company Title/Name: _____

Name: _____

Signature: _____

Scope: Perform tree work per bid

Date: _____

F. Default and Termination.

The persistent or repeated failure or refusal of the Contractor to comply with the terms of this bid document shall constitute a default. Upon default, the Town shall send written notice to the Contractor. Such notice shall clearly specify the nature of the default and provide thirty (30) days to cure the default. If the default is capable of being cured within thirty (30) days but is not cured within thirty (30) days, the Contract shall terminate at midnight of the thirtieth day following receipt of the default notice. In the case of default that cannot be cured within thirty (30) days, the Contract shall not terminate so long as the Contractor has given written notice to the satisfaction of the Town that the Contractor has commenced and is diligently pursuing a cure. In the event of any termination, Contractor shall be paid for all services rendered through the date of termination. No delay or omission in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York as amended by the Laws of 1966.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder 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 his knowledge and belief:
 - (1) 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;
 - (2) 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 the opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- (b) A bid 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 bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) , above, have not been complied with, the bid 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 to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Date

Legal Name of Person, Firm or Corporation

Seal of Corporation:

Business Address of Person, Firm or Corporation

by:

Signature and Title

BID PROPOSAL

Date

Legal Name of Person, Firm or Corporation

Seal of Corporation:

Business Address of Person, Firm or Corporation

Telephone Number

Contact Name

by:

Signature and Title

****** NON-COLLUSION STATEMENT AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT MUST ALSO BE SIGNED ******

Please return the entire bid package. The successful bidders will be required to provide a certificate of insurance documenting required coverage.