

YOLANDA CAPPELLI
Town Clerk



Lauren Louderback
Deputy Town Clerk

Lucy Pirro
Deputy Town Clerk

**Town Clerk's Office
Town of Kent**

**NOTICE OF ADVERTISEMENT
FOR TREE WORK BID
FOR THE TOWN OF KENT**

I, Yolanda D. Cappelli, Town Clerk of the Town of Kent, Putnam County, New York, will accept sealed bids at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon, Friday, December 17, 2021 at which time they will be opened and publicly read for "Tree Work".

Complete specifications are on file in the Town Clerk's office at the Kent Town Center and on the town's website at www.townofkentny.gov.

Bids must be accompanied by a non-collusion bidding certificate in accordance with Section 103-d of the General Municipal Law. The non-collusion bidding certificate may be obtained in the Town Clerk's office.

Bids must be submitted on a bid form and may be obtained in the Town Clerk's office. Bid prices will be effective from January 1, 2022 until December 31, 2023.

Bids must be submitted in sealed envelopes at the above address and must bear on the face thereof the name and address of the bidder and the inscription "Tree Work".

The right is reserved to reject any or all bids, or to procure by State/County and other towns Contract bid if prices warrant.

By Order of the Kent Town Board.

Yolanda D. Cappelli
Town Clerk

**TOWN OF KENT
HIGHWAY DEPARTMENT**

**SPECIFICATIONS
FOR
TRIMMING, FELLING, AND/OR REMOVING TREES, AND BRUSH CONTROL
ALONG TOWN ROADS**

1. These specifications cover the trimming, felling, and/or removal of trees, and the cutting of brush, along town roads throughout the Town of Kent.
2. It is the intent of these specifications to insure that the contractor employ equipment, personnel, and methods of operation which will result in satisfactory work. It is also of prime importance that all possible effort be undertaken to provide for the safety and convenience of the public during the performance of this work.
3. Every party intending to submit a proposal is expected to make himself fully familiar with the type of work to be conducted.
4. EXPERIENCE – The contractor shall present with the proposal evidence that he has had at least five (5) years of satisfactory experience in the trimming, felling and/or removal of trees along public thoroughfares.

The contractor shall guarantee that any employee operating power saws, tools or machines, in connection with this work shall have had at least three (3) years of experience in the operation of such.

5. CREW SIZE AND EQUIPMENT – The contractor shall furnish at least a three man crew, all experienced in the indicated work. When necessary, at an hourly rate, he shall furnish a truck with boom and bucket capable of a minimum seventy (70) foot vertical reach and a truck with winch, a 20 ton, 110' minimum crane, 75' minimum working height bucket truck, 18" minimum capacity chipper, 90 hp minimum self propelled stump grinder, 30 cubic yard enclosed body tri axle log truck, 83" minimum working height self propelled track aerial lift capable of going through a 36" opening. He shall also furnish power chain saws, tools, ropes, and the required traffic control signs in order to conduct the work in a satisfactory manner.
6. The trees to be trimmed, felled and/or removed, shall be designated by the Highway Superintendent or his authorized representative, and the work shall be undertaken in accordance with a schedule or program prepared by the Highway Department.
7. The tree work shall consist of the removal of limbs and branches and the topping, felling, and/or removal of the tree in accordance with the established and accepted practice conducted in such work.

8. During the trimming and/or felling of a tree, the contractor shall erect and maintain the required traffic control signs and shall, if necessary, have flagmen properly located to control the movement of traffic unless agreed beforehand that the Town of Kent Highway will do it. The contractor shall be responsible for the quality of his work and for any subsequent damages.
9. When necessary he shall arrange with utility companies for the protection of their equipment and property.
10. It shall be the responsibility of the town to remove the fallen trees from the area, unless the contractor is so ordered, and to clean up all debris resulting from such operations.
11. The bid price shall be indicated PER DAY to furnish the crew and equipment as specified above.
12. The Bid Period shall remain in effect from January 1st of each year through December 31st of each year.
13. WAGES – The contractor agrees to pay a minimum wage which shall be equal to the hourly wage as scheduled by the State of New York, Department of Labor, for the various classes of occupations required for the indicated work. Such schedule shall include the prevailing wage rates in effect in the Town of Kent at the time of the bid.
14. INSURANCE – The contractor shall procure and maintain at his own expense and without expense to the town, at all times, of kinds in insurance companies authorized to do business in the State of New York covering all operations under the contract whether performed by him or by subcontractors. The contractor shall carry \$1,000,000.00 worth of insurance, with the Town of Kent as the certificate holder and as an additional named insured. The contractor shall carry liability, property damage, motor vehicle liability and Workmen's Compensation.
15. The contractor shall, before the start of the operations, submit evidence that his operations are covered by insurance as specified above. Also, as stated, under the coverage the Town of Kent Highway Department, and/or the Town of Kent Supervisor, and/or the Town of Kent Highway Superintendent, are named among insured and fully indemnified.
16. Contractor must be at the Highway Garage, 62 Ludington Court, Kent Lakes, New York, no later than 7:30am on the days worked.
17. Contractor shall submit with its bid a certification that all personnel who will provide services under this contract have received all required training under OSHA and any other applicable Federal and/or State Statutes, Laws, Rules and Regulations.
18. CONTRACTOR MUST HAVE A 12 HOUR MAXIMUM RESPONSE TIME

**TOWN OF KENT
BID FORM FOR**

**PROVIDING THE CREW AND EQUIPMENT TO PROVIDE THE SERVICES SET FORTH
IN THE ATTACHED SPECIFICATIONS FOR TRIMMING, FELLING, AND/OR
REMOVING TREES, AND BRUSH CONTROL ALONG TOWN OF KENT ROADS AT**

_____ (\$ _____)
Written in words
PER DAY WITH 3 MEN CREW AND 75' WORKING HEIGHT BUCKET TRUCK

AN HOURLY RATE OF _____ (\$ _____)
Written in words

ADDITIONAL ADD ONS IF NEEDED:

CHIP TRUCK (25 cubic yard capacity minimum) WITH CHIPPER (18" chipping capacity min.) WITH
AN OPERATOR _____ (\$ _____)
Written in words

38 TON, 127', 5 SECTION BOOM TRUCK (Minimum) WITH AN
OPERATOR _____ (\$ _____)
Written in words

90 HP SELF PROPELLED STUMP CUTTER (Minimum) WITH AN
OPERATOR _____ (\$ _____)
Written in words

LOG TRUCK, TRI-AXLE, WITH A 30 CUBIC YARD DUMP BODY (Minimum) WITH AN
OPERATOR _____ (\$ _____)
Written in words

83' TRACK AERIAL LIFT CAPABLE OF GOING THROUGH A 36" OPENING (Minimum) WITH AN
OPERATOR _____ (\$ _____)
Written in words

ADDITIONAL GROUNDS
PERSON _____ (\$ _____)
Written in words

FLAG PERSON _____ (\$ _____)
Written in words

Representative's Signature

Bidder's Legal Name

Address

Telephone Number

BID MUST BE SUBMITTED ON THIS FORM

GENERAL BIDDING INSTRUCTIONS
HIGHWAY MATERIALS

These general specifications, as completed by the bidder, shall become part of his bid proposal.

Sealed bids shall be received and publicly opened at the Kent Town Hall, 25 Sybil's Court, Kent New York, 12:00 p.m., Friday December 17, 2021 for the purchase of all materials. Faxed bids are not considered "sealed" and will NOT be accepted.

Bids shall be submitted in a sealed envelope **CLEARLY** marked **BID**.

A Non-Collusive Affidavit (copy attached) shall accompany each bid.

Bids shall be submitted on the attached forms only. Extra pages and literature may be added to this package, however, THE PACKAGE SHALL BE RETURNED INTACT AS RECEIVED.

Bids shall be signed by an authorized individual.

The Town of Kent is exempt from payment of ALL Federal and New York State taxes.

Bidders shall familiarize themselves with all provisions of these specifications and shall not, after submitting the bid, dispute the specifications or assert that there is a misunderstanding in regard to the furnishing of items(s) in this bid.

The bidder in submitting this proposal agrees to enter into contract with the Town of Kent.

1. TERM OF CONTRACT:

Two year fixed price contract.

2. AWARD OF CONTRACT:

Awards of contract may be made on the basis of (i) the lowest net unit price for each bid item;(ii) the lowest total bid; or the basis of "best value", whichever is deemed the best interest of the Town of Kent. The Town reserves the right to reject any or all bids.

The Superintendent of Highways reserves the right to select the bid proposal, the acceptance of which will, in his judgment, best secure this material, equipment or services which will be in the best interest of the Town of Kent (irrespective of whether it is low bid, the high bid, or otherwise) or to reject any or all bids. Proposals which are incomplete, conditional or obscure or which contain conditions not called for, erasures, alterations or irregularities of any kind may be rejected as informal, or may be waived at the discretion of the Superintendent of Highways if any informality is deemed immaterial and non-prejudicial to the Town and other bidders.

Unit prices shall be controlling in the extension of the bidder's net unit prices times estimated Town requirements. Errors in such multiplication and in the addition of such extension may be corrected by the Superintendent of Highways subject to verification by the bidder.

Bidder must submit with the bid detailed specifications, and all necessary data on the materials, equipment or services he proposes to furnish. If the offer differs from the minimum provisions of the buyers specifications, such differences must be explained in detail and the bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interest of the Town of Kent, as interpreted by the Superintendent of Highways.

3. BID PRICES AND QUANTITIES:

It is understood that contract prices shall hold firm and prevail for the actual quantities required and ordered as needed during the life of the contract whether more or less than estimated quantities. Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period.

Unit prices shall not be subject to any increase during the life of the contract.

If any reduction in price is announced during the life of the contract, the Town of Kent shall receive the benefit of such reduction. In such event the contractor must submit his revised prices in writing within (5) five days of announcement.

4. DELIVERY:

Pricing shall include all delivery charges, if applicable. Pick-up option will be at the discretion of the Town of Kent Highway Superintendent, and can influence award.

Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone or Fax request from the Superintendent of Highways.

All deliveries are to be made on business weekdays between the hours of 7:00 AM and 3:00 PM, except as may be otherwise be arranged by supplier and purchaser.

5. PENALTY:

In the event deliveries are not made as specified to a Town delivery point the Superintendent of Highways shall reserve the right to purchase any such bid item on the open market, and to charge any increase in price paid over the current price to the account of the contractor.

6. DELIVERY OF UNAPPROVED SUBSTITUTIONS:

Vendors are authorized to ship only those items covered by the Town contract. If a review of orders placed by the Town reveals that an item other than those covered by and specified in the Town contract have been ordered and delivered, the Superintendent of Highways will take such steps as are necessary to have the item(s) returned to the vendor at vendor's cost regardless of the time lapse between the date of delivery and discovery of the violation and full credit will be demanded. Violation of this clause may result in the removal of the offending vendor(s) name from the Towns' mailing list for a period up to three years.

7. NEW PRODUCTS:

All products will be NEW unless otherwise indicated in this bid.

8. METHOD OF OPERATION:

After the bids are opened and the successful bidder determined, a "NOTICE OF AWARD" or equivalent will be forwarded to the successful bidder. At that time, the other bidders may request, in writing, a list of pricing submitted by all bidders. It is required that the supplier cooperate with the Town to the fullest extent to the end that the materials supplied are delivered to the Town in strict accordance with the specifications and delivery requirements of the bid proposal.

For the duration of the Town Contract the Town may order material covered by the contract directly from the vendor when and as required. These orders will be covered by the issuance of a Town of Kent voucher.

9. TRADE NAMES:

Bidders shall state the trade name, brand name or manufacturer for each item bid. Such trade names shall not in any way set aside the requirement of compliance with specifications.

Reference to a particular trade name, brand name or manufacturer catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirement of the Town of Kent. They should not be construed as nor are they intended to exclude proposals on other types of materials, equipment and supplies unless the words "NO SUBSTITUTIONS" are added to that particular line item on the specification page.

10. PRICE EXTENSION:

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery _____(DAYS) after verbal or written receipt of Purchase order(s).

Bidder _____

Address _____

Authorized Signature _____

Phone _____ Date _____

NON-COLLUSIVE BIDDING CERTIFICATE

Required by Section 103-d of the General Municipal Law

By submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that the attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

(Signature of individual signing bid)

Resolved that _____
(Signature of individual signing bid)

Be authorized to sign and submit the bid or proposal of this corporation for the following project

(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three – d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____

Corporation at a meeting of its board of directors held on the

_____ Day of _____ 20

Secretary

(Seal of Corporation)

Insurance Agreement for Contractors

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Additional Insured including Products Completed Operations (CG2037) must be included and certificate must indicate.
 - Waiver of Subrogation must be provided in favor of the Town of Kent
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$5,000,000 per occurrence/\$5,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Sample Insurance Agreement for Contractors

- **Asbestos/Lead Abatement Insurance**
With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

Insurance Agreement for Jobs under \$5,000

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$2,000,000 per occurrence/\$2,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Insurance Agreement for Jobs under \$5,000

- **Asbestos/Lead Abatement Insurance**
With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.