

**Incorporated Village of New Hyde Park  
Nassau County, New York**

**BID DOCUMENTS**

**For**

**TREE TRIMMING BID**

**Cathryn Hillmann, Village Clerk-Treasurer**

Bid Opening: March 3, 2021

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## SPECIFICATIONS

**The Village of New Hyde Park is seeking bids for tree trimming which includes all of the work identified on the following list.**

- 1) Prior to starting the work requested, the Contractor shall visually inspect the tree(s) in question and no additional cost to the Village. For normal service calls, the Contractor should be on-site to do the necessary inspection/survey within Two (2) business days. After the inspection/survey is complete, the Contractor shall provide an estimate to the Village as per contract price schedule to remove / trim the tree(s), within Twenty-four (24) hours. Upon review, the Village will notify the Contractor to complete the job. After receiving the notification to proceed, the Contractor MUST perform the job within THREE (3) Business days or as directed by the Village, proceed with clean up and disposal of trees in accordance with federal, state, and local regulations. All work MUST be scheduled through the Village and the Contractor shall not perform any work without prior approval.
  
- 2) The Village may request emergency service calls at any time (24/7, including all holidays). The Contractor shall perform the work in accordance with the Village's direction. The Contractor MUST respond with a phone call or in writing (email) to the Village within TWO (2) hours after notification. Contractor shall arrive at job site within FOUR (4) hours from original notification to provide service under direction of the Village and remove/trim Tree(s) safely before contractor personal leave the job site. Contractor MUST provide a 24/7 emergency contact/phone number to respond emergency service call.

Description of Item	Unit Price
Tree Removal 6" to 12"	
Tree Removal 12" to 24"	
Tree Removal 24" to 36"	
Tree Removal 36" and Over	
Stump Grinding 6" to 26"	
Stump Grinding 36" and Over	

Description of Item	Hourly Price	Hourly Price Emergency
Aerial Bucket Truck with Operator		
Boom Truck with Operator		
Brush Chipper		
Tree Trimmer		
Forestry Truck with Operator		
Tree Climber		

The contractor shall obtain and keep in force at his own cost and expense, any and all licenses, permits and consents required by the State of New York, County of Nassau, Town of Hempstead

and/or any other governmental entity regarding the pruning and removal of trees and the transportation and disposal of resulting wood chips, debris and stumps. The contractor shall also comply with all applicable federal, state, county or local laws, and any rules or regulations promulgated there under. All work is to be bid at prevailing wage.

- Term: initial term will be two (2) years with a one (1) year renewal option on behalf of the Village.
- Payments: to be made after Board of Trustees approval of a detailed invoice.
- Service: as identified above.
- Trees to be served: trees as identified by the Superintendent of Public Works.
- Expertise: **Contractor must have a certified arborist on staff evaluating and supervising all work. Proof of such certification must be provided to the Village with the bid documents.**
- Days for Pruning/Removal: Contractor shall perform work on weekdays the date of which has been arranged in advance for the purpose of said work. Exceptions would be allowed for emergency work.
- Time of Work: All work shall be performed between the hours of 8:00 a.m. and 6:00 p.m. Exceptions would be allowed for emergency work.
- Manner of Service: Tree work and the removal of debris shall be made in a neat and workmanlike manner from all places to be served. The contractor shall in no case overload any vehicle, or otherwise permit debris to fall from any vehicle and shall pick up and remove any matter dropped or scattered in pruning, removal, handling, loading, transporting, or disposing of the materials.
- Vehicles of Contractor: All vehicles used by the contractor in the performance of this contract shall be kept in good repair, clean and disinfected to the satisfaction of the Board of Trustees of the Village and any other governing agency.
- Inspection: The Village shall have the right, at any time, to inspect the work performed by the Contractor and to request a written report/reports from the contractor for the purpose of ascertaining whether or not the contractor is performing the terms of this contract.
- Expenses: The contractor shall, at its own cost and expense, furnish all labor, vehicles, materials and permits necessary for the full, prompt and efficient performance of this contract.
- Insurance: See Insurance section of bid document.
- Hold Harmless: Agreement must be signed as contained in Bid Document as part of the contract.
- Termination of Contract: The Village shall have the right, at its sole option, and in addition to any other remedies available to it by the contract, at law or in equity, to terminate the contract by notice upon the occurrence of any of the following events without any further or other obligation on the part of the Village:
  - A. The contractor's failure to provide a day of work as required.
  - B. Any breach or threatened breach of any of the agreements, warranties, representations or covenants made by the contractor.
  - C. The contractor's failure to obtain or maintain all the insurance required hereunder or the failure or refusal to post the Performance Bond required hereunder in the proper amount.
  - D. The contractor's continuing, repeated or willful failure or refusal to perform the services contracted for in a proper manner in accordance with the terms and provisions of the contract, provided , however, that the Village shall not terminate the contract unless the contractor shall first have received written notice from the Village

advising the contractor of the specific acts or omissions alleged to constitute a failure to perform services contracted for in a proper manner and such failure and refusal continues after the contractor shall have had ten (10) days to correct the acts or omissions, identical or substantially similar acts or omissions are committed by the contractor.

E. The contractor is otherwise in default.

- Compliance with Labor Laws: The contractor agrees to abide by all provisions of the Labor Law of the State of New York including, Sections 220, 220-d and 220-e.

# INSTRUCTIONS TO BIDDERS

## **IB-01: GENERAL**

For bidding purposes, the project has a set of bid documents, specifications and addenda consisting of:

Specifications	Notice to Bidders	Bidder Qualification Statement
Instructions to Bidders	Contact Persons	Bid Submission Form
General Terms and Conditions	List of Bid Submission Documents	Agreement
Supplemental Conditions	Affidavit of Non-Collusive Bidding	Constructive Trust/Release of Lien Agreement
Insurance Requirements		

Each Bidder shall examine, for all work that must be done by him/her, or for all materials or items that must be supplied by him/her, under the contract to be awarded, the bid documents, specifications, drawings (if any) and addenda for the contract noticed in the advertisement, as all written or printed materials shall constitute the contract documents and are incorporated as terms and provisions of the contract.

Each contractor must be fully licensed to do business in the County of Nassau, State of New York, if applicable.

When the same is necessary, the Bidder shall inspect and fully examine a proposed project site indicated in the contract documents, so as to fully and completely familiarize himself/herself with the conditions and potential difficulties that will attend the execution of the contracted project or purchase order, as the case may be. It is the sole responsibility of the Bidder to inspect project sites or sample purchase order materials or items, and making of this contract by the successful Bidder shall be construed unconditionally as evidence that the Bidder has complied with the provisions of this section and the duty to inspect, and no later claims for extra compensation for labor, materials and equipment, or for difficulties encountered which could have been foreseen, will be allowed to the Contractor, his agents, sub-contractors (if any), or employees.

## **IB-02: COMPLIANCE**

Failure of any Bidder to fully comply with all of the terms, provisions, requirements and conditions of the Bid Documents shall render the bid proposal of such Bidder irregular and informal, and the Board of Trustees may reject any such irregular bid.

## **IB-03: PROPOSALS**

Bid proposals must be submitted on the form provided herewith, with all blank spaces filled in

appropriately and as required. All bid prices shall be written in, or typewritten, in both words and figures, and signatures on all documents shall be in ink, written in longhand. No signature facsimiles will be accepted. Proposals which are incomplete, conditional or obscure may be rejected as informal and irregular.

**IB-04: DELIVERY OF PROPOSALS**

Bid proposals must be submitted in sealed envelopes, bearing the name, address and phone number of the bidder, the title of the contract project and its project number, and addressed to the Board of Trustees of the Village. All bids must be received in the Office of the Village Clerk, and must be duly clocked, stamped and docketed by the time and date deadline notices in the advertisement for bids (or subsequent deadline, if extended, by resolution of the Board of Trustees and duly noticed to bidders). Any bid proposal received after the deadline provided shall be rejected and/or returned to the bidder unopened. No oral or telephone proposals or modifications of proposals will be accepted or considered.

**IB-05: BID BONDS AND DEPOSITS** (not applicable for this bid)

**IB-06: RETURN OF SECURITY** (not applicable for this bid)

**IB-07: AWARD OF CONTRACT**

The awarding of the contract(s) under the project title or purchase order title, as the case may be, shall be made by the Village Board of Trustees as soon as practicable after the opening of bids. The Board may consider informal and/or irregular any bid not prepared and submitted in accordance with the provisions hereof, and hereby reserves the right, unconditionally, to waive any informalities in any bids received, to reject any or all bids, or to accept any bid which, in its sole opinion and discretion, it deems to be the most favorable to the best interests of the Village.

**IB-08: DUTY TO INSPECT AND EXAMINE**

The Bidder represents, by submission of a bid proposal, that he/she has examined and inspected the site of the proposed work and project, or samples of the materials and items, if any, as the case may be, and is fully familiar with the existing conditions, the nature of the project, and the difficulties, if any, that will attend the execution and completion of the contract work and/or supplying of the contracted materials or items. Bidders shall prepare their bid proposals based upon the facts and factors attending such an examination and inspection, and shall make and study all measurements, quantity requirements, supply lists and quality or performance standards as are necessary to fully complete the contract in the time and manner required. The successful bidder executing the contract provided herein shall, by so executing such agreement, represent and warrant that he/she examined all projects sites, materials, etc. and determined the location of sites, materials, etc. and determined the location of work, character, quality and quantity of work to be performed and materials and supplies to be furnished, the character and quantity of equipment, tools, facilities needed preliminary to and during the prosecution of the work, all general and special conditions, and all other matters which may in any way affect the work specified herein.

## **IB-09: WITHDRAWAL OF BIDS**

Any Bidder may withdraw his/her proposal, prior to the opening of bids, provided the request to withdraw is personally received by the Village Clerk, during regular business hours, not later than 12:00 noon, prevailing time, of the day immediately preceding the day noticed and scheduled in the advertisement of bids for the opening of bids. Such requests shall be in writing, on a letterhead of the requesting bidder, and signed in longhand by a duly-authorized officer or principal of the requesting bidder. After the opening of bids, no request to withdraw bids shall be accepted, unless a contract is not awarded within sixty (60) days of the opening of bids, in which event any Bidder may withdraw his/her bids, without prejudice, in the manner and procedure prescribed herein above, after the lapse of such period and prior to the actual awarding of bids by the Board of Trustees.

## **IB-10: TAXES AND COMPLIANCE WITH LAW**

Nothing herein shall be construed as creating a relationship of employer and employee by and between the Village and the successful bidder (the Contractor) or between the Village and any person or persons employed or retained, hired or sub-contracted by the Contractor. The Contractor agrees to accept elusive liability for payment of all Federal, State and local payroll taxes, or contributions which are measured by wages, salaries or other remuneration paid by the Contractor to any or all persons employed, hired or retained by him/her in the performance of the work under this contract, and Contractor covenants and agrees to comply with all Federal, State and Local Administrative regulations respecting the assumption of liability for, and the payment of, all such taxes and contributions, whether now in effect or becoming effective during the course of the contract, including but not limited to Social Security, State Unemployment, Gross Receipts, Withholding, Workmen's Compensation, Disability Benefits, Sales, and all other taxes and/or contributions required to be made.

The Village certifies that it is tax-exempt from State and Local Taxes, including sales taxes, under the provisions of the Tax law of the State of New York, and, if necessary, the Village, as purchaser, will furnish to the successful bidder (Contractor) an exemption certificate to offset any Federal Excise Tax which it is not thereby required to pay, and which tax shall be omitted from all bids submitted in computation of the bid price. Contractor agrees and hereby covenants to indemnify and hold the Village harmless from and against any and all liability for exempt taxes and from and against all liability for the delay or failure of the Contractor to pay any lawful taxes, including payroll taxes and/or contributions as set forth herein above.

## **IB-11: INTERPRETATION AND CONSTRUCTION**

All of the Bid Documents included herein, without limitation, including but not limited to the specifications, drawings (if any), forms, proposals, contract agreement, statements and qualification form, shall constitute and are hereby deemed to be necessary component parts of the entire Contract, and should be read and construed as parts of the whole agreement. Should any contradiction or ambiguity be found in or between any such documents, their terms or provisions, or between the specifications and drawings (if any), or between the specifications and any other documents comprising the parts of the Contract agreement, the interpretation and decision of the Village Board of Trustees, or its authorized representatives with respect thereto, shall be final, binding and conclusive on all parties.

## **GENERAL TERMS AND CONDITIONS**

### **GT-01: SCOPE AND APPLICATION**

The terms, conditions and provisions contained in this section shall constitute the general conditions and minimum standard requirements forming a part of the specifications set forth herein, as though the same were incorporated therein. In the event that any of the general terms provided for herein shall appear to conflict with any special requirement or specific term or provision of the Bid Document, such special or specific term or provision shall supersede the general provisions and conditions set forth herein to the extent that the same is in actual conflict with said special or specific term or provision. Interpretation or Construction of any such contradiction or ambiguity shall rest solely with the Board of Trustees, or the representative designated by it for such purposes, and any determination made by the Board of such representative shall be binding and conclusive on all parties.

### **GT-02: DEFINITION OF TERMS**

For purposes of the Bid Documents herein, whenever the same shall appear, the following terms shall have the meanings ascribed thereto, unless the context clearly and specifically requires a different meaning or definition provided in or by such context.

Contract: Shall mean and include all documents, forms, statements, specifications, drawings (if any), bonds, proposals and agreements, and any and all addendum or supplementary writings, included herein and provided for by the terms or provisions, or required by the terms and conditions, of the Bid Documents, which documents, forms, etc., shall constitute the entire agreement between the Village and the Contractor awarded the successful bid and executing and subscribing the Contract Agreement.

Purchase Agent: Shall mean the Board of Trustees, or its agent or representative authorized and designated by it, to act as Project Officer, which Board or agent shall be the party responsible for administering, accepting and approving the work or materials contracted for under the project or purchase order title.

Purchaser: Shall mean and refer to the Incorporated Village of New Hyde Park, or the department, board, commission or agency thereof, which is purchasing or procuring the work and/or materials or items contracted for.

Contractor: Shall mean the successful bidder who has been awarded the Contract and who has entered into the Contract by executing and subscribing the Contract agreement.

Notice: The word "Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said Notice at his residence or with his agent in charge of the work, or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in post-paid wrapper in any post office box regularly maintained by the United States Government.

Plans: All official drawings or reproductions of drawings, pertaining to the work or to any structure connected therewith.

Materials: Any approved material acceptable to the Owner's Representative and conforming to the requirements of these specifications. All processes and materials shall at all times be open to inspection by authorized representatives of the Owner.

Specifications: Shall mean and refer to the printed, written terms, details and requirements indicating the type, character, quantity and quality of the items, materials, work or services to be performed under the Contract, including but not limited to the measurements, gauges, standards or other construction, mechanical or performance characteristics and specifications detailed and required for a particular product, material, component, part or element designed therein.

Work: Shall mean and refer to all of the labor, services, assembly, construction, testing, or other performance required or reasonable contemplated by the type and nature of the project or materials or items to be procured under the Contract.

### **GT-03: QUALITY STANDARDS**

Whenever a material part of component of any items, a piece of equipment, or any other article or thing is referred to in the plans, specifications or drawings by manufacturer's name, model number or style, or be a vendor's trade name, catalogue number or style, etc.; unless it is clearly stated in the specifications that such item or material is to be provided and no other, such reference is intended, and shall be so construed, to establish a minimum standard of quality and performance by example. Any other materials of the same nature, type description and character, which will meet or exceed the performance, function, duration and quality standards indicated and prescribed by the specifications, regardless of manufacturer, may be proposed for use in place and instead of the identified product in the bid proposal of the Bidder. Samples, specifications, testing reports of independent laboratories or services certifying compliance with Village of New Hyde Park and State of New York requirements or other relevant national performance standards must be made available to and delivered to the Village Purchase Agent on or before the date scheduled for the opening of bids. Any bidder who does not submit such samples, details and other pertinent data, including all relevant test reports and certifications for non-identified products components of materials, shall be deemed to have waived his/her right to substitute for any product, item, part or component specified by name or model, catalogue or other identifying product mark or brand, vendor, model or serial number, title and description, and shall be deemed to offer such identified items in his/her bid and no other. Bidders failing to supply non-identified substitutes proposed to be used in his/her written bid, by the data specified, shall be automatically disqualified from the bid process.

### **GT-04: REJECTED WORK OR MATERIALS**

All work and materials must conform to the minimum standards provided in the specifications. Any work or materials which do not meet such standards shall be rejected by the Village or the Owner's Representative, at the cost and expense, if any, of the Contractor. Any defective, sub-standard or unsatisfactory materials or workmanship shall be corrected and replaced by the Contractor, at its sole cost and expense, within five (5) days of notice and objection by the Village or the Owner's Representative. Failure or refusal to correct, replace or repair the defective or deficient materials or workmanship shall constitute a breach of Contract by the Contractor, and shall expose the Contractor to liquidated damages at the rate of \$250.00 per day for each day that after expiration of the five (5) day

period for herein, the Contract shall have not completed the corrective action required to be taken under the provisions of this section, to the satisfaction of the Village. Such damage shall be construed as damages only, and not as a penalty and the Bidder agrees and consents to such damages in the event of his/her failure or refusal to so comply, by submission of his/her bid proposal.

**GT-05: RISK OF LOSS**

Until physical delivery in complete form, and acceptance by the Village and release and approval by the Village and release and approval by the Purchase Agent, all materials and items covered by the Contract shall remain the property of the Contractor, and the Village, its officers, agents and employees assume no responsibility or liability for their loss, damage or destruction, and the Contractor shall indemnify and hold the Village and its officers, agents employees harmless from and against any claims for such loss, damage or destruction. In the case of materials or other tangible property or items to be constructed, attached, affixed or otherwise integrated with, erected upon, or connected to Village property, whether personal or real, the same shall become the property of the Village, subject to the lien of Contractor's price when the same are so erected, affixed or constructed, provided however, that the Contractor shall effect and maintain fire and extended coverage insurance upon the structures on which the work is to be done, or upon which such materials are tangible personality is to be erected, affixed, constructed, attached or connected. This insurance shall not cover the tools owned or rented by the Contractor; or shed or other structures erected for the use by the Contractor; nor any way such material or tangible personality or other items supplied by the Contractor until the same are incorporated in the work and annexed to or integrated or affixed with the property or structures of the Village to be covered by such insurance policy.

**GT-06: CONTRACTOR'S INSURANCE REQUIREMENTS**

For the protection of itself and the Purchaser, from and against any liability, loss damage whatsoever for any injury (including accidental death to any person or damage to any property) in the course of performance of work under the Contract, where the nature of the Contract project involves services other than the mere sale of completed equipment, materials or other items for general use by the Purchaser, the Contractor shall, before commencing work under the Contract, take out Insurance Policies as specified, in the amounts listed on the attached schedule, hereto attached, outlining the "Insurance Requirements for Independent Contractors" or the "Insurance Requirements for Construction Operations" whichever may apply, in such form and with such carriers as are satisfactory to the Board of Trustees, its Insurance Consultant and its legal counsel. Evidence of all insurance shall be submitted with the Bid.

All policies shall name the Incorporated Village of New Hyde Park as a Certificate Holder and an Additional Insured.

All policies shall be written to include contingent liability and contingent property damage protecting the Village, the consultant and the Contractor from and against all claims arising from operation of sub-contractors.

The Contractor shall hold the Village, its officers, agents and employees, and the consultant its officers, agents and employees, harmless from and against any loss or damage to the sheds, tools, equipment, property and materials of the Contractor or his/her subcontractors, it being understood that

the Contractor will at its own expense carry and maintain any insurance which may be required to so provide the necessary coverage and the necessary coverage and protection against such loss or damage, which insurance shall contain a waiver of any right of subornation against the Village, its officers, agents and employees.

Certified copies of all insurance policies or certificates of such insurance, shall be delivered to the Board of Trustees prior to the commencement any work or project hereunder and shall contain a provision that the insurance shall not be cancelled except upon not less than (10) days written notice to the Village, either personally delivered into hands of the Village Clerk, or mailed by registered or certified mail, return receipt requested, to the Board of Trustees at the Village Hall, 1420 Jericho Turnpike, New Hyde Park, New York 11040.

**GT-07: OWNER’S LIABILITY INSURANCE**

Contractor agrees to indemnify and save harmless the Village and its officers, agents and employees and the consultant, its officers, agents and employees from and against all liability for damage arising from injuries to persons or damage to property occasioned by any act of omission of the Contractor, its agents or employees or by its subcontractors, including but not limited to any and all legal expenses, costs or other disbursements or expenses which may be incurred by the Village or its officers, agents or employees in the defense of any claim, action or suit, whether in law or equity. Contractor, instead of Village, shall be responsible for and shall maintain such insurance as will protect the Village and its personnel from any contingent liability for damages for personal injury, including death, or damage to property, which may arise from operations under the Contract, or those of the Village.

Contractor shall also procure, pay for, and maintain such insurance as will protect Contractor, consultant and the Village and its personnel from claims under Worker’s Compensation Acts and amendments thereto, and from any other claims for damage or personal injuries, including death, which may arise from operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or any other person or persons directly or indirectly employed, hired or retained by either.

**GT-08: USE OF VILLAGE PREMISES**

Until the completion of the project and work under the Contract, and the issuance of a completion certificate to that effect by the Purchase Agent of the Village, the Contractor shall assume and bear all responsibility for the protection, preservation and safety of any and all materials, items, equipment or other tangible property to be supplied to the Village under the Contract, whether or not the same be connected, affixed, integrated, constructed, erected or otherwise incorporated with Village property, real or personal, existing on the premises owned by the Village or leased or rented by it. Contractor shall secure agreement from the Village Board of Trustees, prior to commencement of any and all work, as to areas of portions of the Village’s property that may be used by the Contractor for storage, erection and use of equipment, tools, scaffolding, stages, sheds, towers, vehicles, etc., of the Contractor, its employees, agents and subcontractors. Such space or portions of Village’s property shall be designated clearly and reserved for the Contractor and no trespass or encroachment shall be made by either party or their respective agents on the space or portions reserved to either during the course of the performance of the Contract except by necessity during emergency or other excusable circumstance, or by permission secured in advance by one from the other designating the purpose, duration and limitations of such

trespass or encroachment. Any damage to space allowed for use by the Contractor shall be made good on release of the space at the time of completion of the Contract.

The Village reserves the right, unconditionally, to grant or refuse permission for the erection of any signs of any kind on or about the premises of its property, except such signs which may be necessary or required by law or prudence for the notice to the public of dangerous conditions, safety hazards, or other factors necessary to the safe and orderly conduct of the work engaged in or about the premises, or for the directory of Contractor's employees, agents or subcontractors in the performance of the work required by them.

For the purpose of this section, signs shall mean and include any board, poster, decal, trademark, advertising device or other printed or written device designed to display logos, designs, advertising or other communicative matter to persons observing such sign or device.

#### **GT-09: INSPECTION AND COMPLETION OF WORK**

The Village reserves the right to have any and all materials, supplies, or other items to be delivered under the Contract or included in the work under the Contract inspected by its Purchase Agent, by any person designated by the Board of Trustees, or by an independent testing body, to insure compliance with the minimum standards of the quality and performance required under the specifications herein. An inspection of all sites upon which work is to be performed shall also be made at such times as such manner as the Village Board may require, to insure proper execution of work contracted for, without undue interference and disturbance of Contractor's work or employees. Contractor shall secure all materials delivered to job sites owned by the Village from damage by the elements and from loss or destruction by unauthorized persons, and shall prevent same from creating a public or private nuisance or from unduly interfering with public passage and right-of-way, or from posing unprotected hazards to the safety and welfare of any person or to private or public safety.

Upon completion of the work under the Contract, or upon delivery of the materials and items, equipment or other tangible property required under the purchase order which is subject of the Contract, whichever the case may be, the Village Purchase Agent shall be notified. After inspection and approval by the Purchase Agent, the Village Board shall issue a Certificate of Completion approving the project or the items or equipment purchased under the Contract, releasing the Contractor from any further obligations under the contract except those terms and provisions provided herein or elsewhere in the Contract and deemed to survive the Contract's completion, such as warranties and guarantees and other indemnifications, and ordering the release and payment of funds due and owing to the Contractor under the terms of the Contract. Upon presentation of such certificate to the Village Treasurer together with a voucher in proper form, Contractor shall be paid the said funds due him/her for the contract work, less any adjustments due the Village for damages or the like, under terms of the Contract, together with any adjustments due the Contractor for any claims or additions allowed under the agreement or by specific resolution of the Board of Trustees in accordance with the law.

**GT-10: COMMENCEMENT AND COMPLETION OF WORK**

The Contractor agrees that he will begin work when directed to do so by written notice from the Incorporated Village of New Hyde Park, after execution of the contract and furnishing the Village with all required documentation, proof of required insurance, and any other requirements identified in this documents. For each approved list of work submitted back to the contractor, work shall commence no later than two weeks after the approval date unless prior arrangements to that effect have been made with the Village.

**GT-11: DAMAGE FOR DELAY**

The sum of \$100 per day is hereby agreed upon as the liquidated damages for each and every workday after the established completion date for which the work remains in an incomplete condition, which amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the Village because of the said delay and the contractor hereby agrees that the said sum for each day shall be deducted from the final invoice to the Village.

**GT-12: EXTENSION OF CONTRACT AND EXPANSION OF SCOPE OF WORK –  
OPTION OF VILLAGE**

The Village reserves the right, at its sole option, to extend this contract for an additional one (1) year at the conclusion of the initial two (2) year term or to reinstate it and to expand the scope of work. In the event that the Village shall exercise its option as set forth herein, the Village shall notify the Contractor of such exercise and the Contractor shall, within twenty (20) days of receipt of such notice, advise the Village of its willingness to accept the extension of reinstatement of the contract and the expansion of the scope of work upon the same terms, conditions, unit prices, and work standards as are set forth in this contract.

## **SUPPLEMENTAL CONDITIONS**

### **SC-01: INSPECTION**

It shall be solely the responsibility of the Contractor to see that the specifications are being followed. Failure of the Owner or Owner's Representative to immediately reject any unsatisfactory material or workmanship or to notify the Contractor of his deviation from the specifications shall not relieve the Contractor of his responsibility to replace unsatisfactory work.

The Contractor shall furnish promptly all materials reasonably necessary for any tests that may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Specifications.

The Contractor shall notify the Owner's Representative sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner's Representative, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner's Representative.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent or such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Specifications, shall be final, except as regards latent defects, departures from specific requirements of the Contract, damage or loss in transit, or fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

Neither inspection or testing approval, nor acceptance of the work in whole or in part, by the Owner's Representative or the Owner or its agents shall relieve the Contractor of full responsibility for materials furnished or work performed not in strict accordance with the Contractor.

Final Inspection. When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definitive date which shall be stated in the notice. The notice will be given at least ten days prior to the date stated for final inspection, and bear the signed concurrence of the Owner's Representative having charge of inspection. If the Owner determines that the status of the Improvements is as represented, it

will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon after as is practicable. The Inspection part may include representative of each department of the Owner having in charge improvements of like character when such Improvements are later to be accepted by the Owner.

**SC-02: DEDUCTION FOR UNCORRECTED WORK**

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

**SC-03: STAKES, LINES, AND GRADES** (not applicable for this bid)

**SC-04: GENERAL GUARANTEE**

Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which appear within a period of twelve months from the date of final acceptance of the work. The Owner will give notice of defective material and work with promptness. The Contractor will be responsible for the suitability of any repairs to the pavement made by a utility company or anyone else authorized by the Owner to cut the pavement included in this Contract and must fix any defective repairs during the life of the guarantee as may be ordered by the Owner's Representative.

**SC-05: MAINTENANCE BOND**

Not applicable to this bid.

**SC-06: MEASURE AND PROGRESS PAYMENTS** (not applicable for this bid)

**SC-07: NOTIFICATION TO GAS, ELECTRIC, TELEPHONE AND CABLE TV COMPANIES**

The Contractor will comply with provisions of Section 1918 of the New York State Penal Law by giving written notice before excavation to the Gas Notification Section, Long Island Power Authority, and by taking all possible precautions to prevent damage to gas mains and other underground installations. The Contractor shall notify the New York Telephone Company, Verizon before proceeding with work, and Cable TV.

**SC-08: SUBCONTRACTS**

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusive certificate from the subcontractor and has received written approval of such subcontractor from the

Owner.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the Site Preparation.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

**SC-09: OTHER CONTRACTS**

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as Scheduled.

**SC-10: FITTING AND COORDINATION**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material-men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all the surrounding work.

**SC-11: PROGRESS SCHEDULE** (not applicable for this bid)

**SC-12: SPECIFICATIONS AND DRAWINGS** (not applicable for this bid)

**SC-13: SHOP DRAWINGS** (not applicable for this bid)

**SC-14: REQUESTS FOR SUPPLEMENTARY INFORMATION** (not applicable for this bid)

**SC-15: MATERIALS AND WORKMANSHIP**

Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials and articles, incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Specification as "equal to" any particular standard, the Owner's Representative shall decide the question of equality.

**SC-16. SAMPLES, CERTIFICATES AND TESTS** (not applicable for this bid)

## **SC-17: PERMITS AND CODES**

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Federal, State and/or Local Governments or Agencies. All construction work and/or utility work shall comply with all applicable ordinances and codes. The Contractor shall examine the Drawings and Technical Specification for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner's Representative or the Owner. Where the requirements of the Drawings and Technical Specification fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including and written waivers, notwithstanding the fact that the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

The Contractor shall at his own expense secure and pay to the appropriate department of the local Government the fees or charges for all permits for street pavements, sidewalks, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing 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 Improvements embraced in the Contract.

## **SC-18: CARE OF WORK**

The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same had been covered in whole or in part by payment made by the Owner.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner's Representative or the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner's Representative or the Owner.

The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, cellar doors, basement window frames and grates, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all

foundations and other parts of the existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the improvements embraced his this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss or lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

Protection of Utilities: The Contractor shall familiarize himself with the existence of structures, cables, or lines of municipal and other public service corporations or businesses on the site of the work and give reasonable opportunity to and cooperation with the owners of these utilities in the work if reconstructing or altering them. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the Contractor. Any additional cost of various items of work because of these utilities shall be included in the price bid for these items.

The Contractor shall not remove or cause to be removed any structure or part of a structure owned by a public utility corporation without the approval of the Owner. The Contractor shall cooperate with the public utility corporation whose structures (aerial, surface, or subsurface) are within the limits of or along the outside of the right-of-way to make it possible for them to maintain uninterrupted service. The Contractor shall conduct his operations in such a way as not to delay or interfere in any way with the work of the utility corporations, businesses, or private owners.

Excavation, if any, shall not be started until all gas mains, water mains and other service mains, television, cables, phone lines, and new fiber optic lines have been located and flagged by a utility inspector or the Owner. A gas inspector shall be available at all times whenever excavations are in close proximity to gas mains and/or service lines.

The Contractor shall give the particular utility corporations involved reasonable notice in advance of operations which might affect their structure and in no case shall less than forty-eight (48) hours notice to the nearest office of the utility corporations involved be considered reasonable notice for such operations as excavating in the vicinity of their structures.

### **SC-19: ACCIDENT PREVENTION**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his execution of the work. The safety provisions on applicable 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 Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

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 on work under the Contract. The Contractor shall promptly furnish the Owner with reports

concerning these matters.

The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

The Contractor shall comply with all applicable rules and regulations of the Department of Labor of the State of New York and those rules and regulations promulgated under the Occupation, Safety and Health Act of 1971 (OSHA) and revisions or amendment thereto.

**SC-20: SANITARY FACILITIES** (not applicable for this bid)

**SC-21: USE OF PREMISES AND MAINTENANCE OF TRAFFIC**

The Contractor shall comply with all instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades. Contractor shall not unreasonably encumber the site or public right-of-way with his materials or equipment.

**SC-22: COMMUNICATIONS**

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the Agreement or at such other offices as the Contractor may from time to time designate in writing to the Village, or if deposited in the United States mail in a sealed, postage pre-paid envelope, or delivered with charges pre-paid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to Village Hall, 1420 Jericho Turnpike, New Hyde Park, New York 11530.

**SC-23: JOB OFFICES** (not applicable for this bid)

**SC-24: PARTIAL USE OF SITE IMPROVEMENTS** (not applicable for this bid)

**SC-25: CONTRACT DOCUMENTS AND DRAWINGS**

The Owner will furnish the Contractor without charge, two (2) copies of the Contract Documents, including Specifications and Drawings (if applicable). Additional copies requested by the Contractor will be furnished at cost.

**SC-26: PROJECT SIGN** (Not applicable to this bid)

## **SC-27: TRAFFIC MAINTENANCE**

It should be anticipated that work impacting the flow of traffic shall be restricted to the hours of 8:00 a.m. to 4:00 p.m. Other work can proceed during normal working hours. In both cases, all appropriate (and specified) precautions (barricading, lighting, etc.) shall be utilized and subject to any special local requirements of the State, County or Village.

The Contractor shall conduct his work so as not to interfere with local vehicular and pedestrian traffic. Traffic originating on or having business along the section of road where work is being executed shall have a minimum of one lane of traffic maintained in each direction.

Fire Hydrants must be kept reasonably accessible at all times, which may necessitate the bridging over or the construction of structures in sections.

The work shall be progressed in such a manner that access to Owner driveways adjacent to the project improvements will be interfered with as little as possible. If necessary to insure the safety of both pedestrians and vehicles, bridging over trenches, construction, or completed work with steel plates or other acceptable methods shall be used for this purpose.

The Contractor is responsible for and it is part of this Contract for the Contractor to furnish adequate protection to the public by installing and maintaining adequate warning signs, flags, lights, paths, traffic lanes, railings, barricades, watchmen, and signal them where and as necessary in strict conformance with the Federal "Manual of Uniform Traffic Control Devices" and in accordance with applicable standards and codes of local governing authorities or agencies having jurisdiction.

The Contractor is cautioned to familiarize himself with these conditions. An item to cover these provisions and work is included in the Contract.

The Contractor is to prepare and submit a proposed Traffic Management and Protection Plan in accordance with the above guidelines to New York State Department of Transportation and the Owner's Representative for their approval prior to starting any construction.

The Contractor will be responsible for the cleaning of adjacent structures and improvements of all dust, dirt, and debris caused by said construction existing prior to start of work.

The Contractor shall perform all work on a schedule satisfactory to the Owner that will permit completion of all phases of work within the time limits of the Contract. When, in the judgment of the Owner, the work requires acceleration to meet the approved schedule, the Contractor shall augment his facilities with additional labor, shifts, or overtime as required, at the Contractor's expense.

The Contractor, at his own expense, will be responsible for the security of all partially or opened areas as directed by the Owner's Representative.

The Contractor shall maintain pedestrian access and will coordinate with the Owner to insure that all Owner deliveries can be made. Also, all normal Owner operations of the Owner are not to be interrupted as a result of construction, without prior notice and coordination with the Owner.

**SC-28: BASE BID ITEMS** (not applicable for this bid)

**SC-29: MAINTENANCE OF RECORDS**

The Contractor shall, until six (6) years after completion of its services hereunder or termination of the Contract by Owner, maintain and shall require each Subcontractor and Sub-subcontractor to maintain:

1. Complete and correct records of time spent by Contractor (Subcontractor and Sub-subcontractor) in the performance of its obligation under this Contract; and
2. Complete and correct books and records relating to all out-of-pocket expenses incurred under this Contract, including, without limitation, accurate cost and accounting records specifically identifying the costs incurred by Contractor (Subcontractor and Sub-subcontractor) in performing such obligations. Said time records shall specify the dates and numbers of hour or portions thereof spent by Contractor (Subcontractor and Sub-subcontractor) in performing its obligations hereunder.

The Owner, County or State Comptroller, the Attorney General and any other person or entity legally authorized to conduct an examination shall have access to the records during normal business hours at an office of the Contractor within the State of New York, or if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**DEFINITIONS:**

Owner's Representative – The word "Owner's Representative" or pronoun used in place thereof shall mean the representative of the Owner acting directly or through authorized agent or agents.

# INSURANCE REQUIREMENTS

Page 1 Of 2

The independent contractor shall maintain at a minimum the following insurance giving evidence of same to Inc. Village of New Hyde Park in **the form of Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

I. Workers Compensation and NYS Disability

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability - Unlimited

II. Commercial General Liability

Coverage and Limits	Occurrence - 1988 ISO or equivalent General Aggregate \$2,000,000 Products & Completed Operations \$2,000,000 Personal & Advertising Injury \$1,000,000 Per Occurrence Limit \$1,000,000 Fire Damage \$ 50,000 Medical Expense \$ 5,000
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Additional Insured	Inc. Village of New Hyde Park, all elected and appointed officials, employees and volunteers using ISO Form CG2010 (B) or equivalent.
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Extension – Mandatory	Aggregate Limits to apply per project. Full Contractual Liability with no exclusion or limitation
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Extension – If possible	Endorsement showing that this policy is considered primary and non-contributory . Waiver of Subrogation is the favor of the insured.
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Special	Hold Harmless and Indemnification
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III. Automobile Insurance – Suggest

Limit	\$1,000,000. Combined Single Limit
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Additional Insured	Inc. Village of New Hyde Park, all elected and appointed officials, employees and volunteers.
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# INSURANCE REQUIREMENTS

Page 2 Of 2

IV. Umbrella Liability - Suggested

Coverage Umbrella Form, or Excess Follow Form

Suggested Limit \$5,000,000.

Additional Insured Inc. Village of New Hyde Park, all elected and appointed officials, employees and volunteers.

### HOLD HARMLESS AGREEMENT

Notwithstanding the obligation of the Contractor to provide and maintain insurance, for and in consideration of the costs of the work to be performed, the Contractor and their Sub-Contractor to the fullest extent permitted by law shall also save, hold harmless and indemnify the Inc. Village of New Hyde Park, its trustees, agents, servants and employees, from and against any and all actions, suits, claims, losses, costs and damages of any kind or nature (including but not limited to all fees and charges of attorneys and other professionals and all Court or arbitration or other dispute resolution costs) caused by or arising out of or in any way resulting from the performance of the services rendered by the Contractor pursuant to the Agreement dated \_\_\_\_\_, 20\_\_, including the Contractor's failure to perform there under. Said Agreement is incorporated in and made a part hereof. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this agreement shall survive the expiration of this agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
(Please Print Name and Title)

Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## NOTICE TO BIDDERS

**PLEASE TAKE NOTICE THAT**, sealed bid proposals will be received by the Incorporated Village of New Hyde Park at the Village Hall, Office of the Village Clerk-Treasurer, 1420 Jericho Turnpike, New Hyde Park, NY, 11040 from this date until 11 a.m., prevailing time on March 3, 2021 at which time and place all said bid proposals shall be publicly opened and read aloud and the contract thereon awarded as soon thereafter as may be practicable for:

### Tree Trimming Bid

1. Specifications, Information to Bidders, Forms and Proposals on file in the Village Clerk-Treasurer's Office and Village Website [www.vnhp.org](http://www.vnhp.org) may be obtained, during regular business hours of 10:00 a.m. and 3:00 p.m.
2. All bidders must provide certificates of insurance and a signed hold harmless agreement as outlined in the bid documents at the time of bid submission. Bidders must also provide proof of arborist certification at the time of bid submission.
3. The Board of Trustees reserves the right to reject in whole or in part any and all bids or to accept such bid as in its sole discretion is in the best interest of the Village.

**BY ORDER OF THE BOARD OF TRUSTEES  
INC. VILLAGE OF NEW HYDE PARK**

Cathryn Hillmann  
Village Clerk-Treasurer

Dated: February 8, 2021

## **CONTACT PERSONS**

**Inquiries regarding this Bid should be made to:**

Information regarding specifications and technical issues:

Igor Sikiric  
Inc. Village of New Hyde Park  
1420 Jericho Turnpike  
New Hyde Park, NY 11040

Email: igor@vnhp.org  
Phone: 516.354.0022  
Facsimile: 516.354.6004

Information regarding Billing and Payments:

Cathryn Hillmann, Village Clerk-Treasurer  
Inc. Village of New Hyde Park  
1420 Jericho Turnpike  
New Hyde Park, NY 11040

Email: nhpclerk@vnhp.org  
Phone: 516.354.0022  
Facsimile: 516.354.6004

## LIST OF BID SUBMISSION DOCUMENTS

A complete bid submission must include ALL of the following documents, completed in full and placed in a sealed envelope with “**Tree Trimming Bid**” clearly marked on the front (any bid received without all of the following documents will be considered incomplete and may be rejected by the Board of Trustees).

- 1) A copy of all Insurance Certificates as per the Insurance Requirements
- 2) A signed Hold Harmless Agreement as found on the Insurance Requirements page
- 3) A copy of Arborist Certification (arborist must be an owner or employee of the contractor)
- 4) A copy of a Nassau County Contractor License, if applicable
- 5) Affidavit of Non-Collusive Bidding
- 6) Bidder Qualification Statement
- 7) Bid Submission Form





# BIDDER QUALIFICATION STATEMENT

Page 2 of 3

3. Bidders Bank references: (up to three may be included)

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4. Trade Association Memberships:

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5. Has Bidder any outstanding judgments or liens against it which remain unpaid as of the date of this bid?

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6. Has the bidder ever failed to complete any work or delivery of any items or materials of the same or similar character as those covered under Bid Documents? If so, note where and under what circumstance, and to whom such work or materials were contracted.

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## BID SUBMISSION FORM

DATE \_\_\_\_\_

VILLAGE PROJECT:       **Tree Trimming Bid**

TOTAL BID PRICE \$ \_\_\_\_\_ for all of the tree work as listed and specified. (See Attached Schedule for Completion)

Proposal of \_\_\_\_\_

having his/her/its principal place of business at:

\_\_\_\_\_

and being a corporation/partnership/an individual herein after called "Bidder". To the Incorporated Village of New Hyde Park, Nassau County, New York, a Municipal Corporation having its principal offices at 1420 Jericho Turnpike, New Hyde Park, New York, 11040, hereinafter called the "Purchaser".

The Bidder, in compliance with your invitation for bids for the purpose of: **Tree Trimming Bid** and having examined the Bid Documents and being familiar with all of the conditions and requirements imposed therein, hereby proposes to furnish the completed project in accordance with the specifications set forth in the Bid Documents, and to deliver the same within the time set forth therein, at the prices stated below. These prices are to cover all expenses incurred in performing the terms and conditions of the Contract as set forth in the Bid Documents, including charges for all labor, materials, construction and supplies necessary or incidental thereto. This proposal, when and if accepted, shall become a part of the Bid Documents, and part and parcel of the Purchase Contract.

Bidder further agrees to commence work under the Contract on the date specified in the Bid Documents.

Bidder understands that the Purchaser reserves the right to reject any or all bids, to waive any informalities in the bidding, and to accept only such bid which, in its sole discretion, it deems most favorable to the interests of the Purchaser.

Bidder agrees that this bid shall remain good, and may not be withdrawn for a period of thirty (30) days after the scheduled closing date for the receipt of bids.

Upon receipt of a written notice of the acceptance of this bid, Bidder shall appear and execute a formal Contract Agreement with the Purchaser within one month thereafter, in accordance with the terms set forth in the Bid Documents.

In the event that Bidder shall fail to appear and execute the formal Contract within the time specified herein, Bidder agrees that such failure shall constitute an abandonment of the Contract.

Respectfully submitted:

\_\_\_\_\_

By \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title if bid is by Corp.)

\_\_\_\_\_  
(seal)

\_\_\_\_\_  
(business address)

<b>Description of Item</b>	<b>Unit Price</b>
Tree Removal 6" to 12"	
Tree Removal 12" to 24"	
Tree Removal 24" to 36"	
Tree Removal 36" and Over	
Stump Grinding 6" to 26"	
Stump Grinding 36" and Over	

<b>Description of Item</b>	<b>Hourly Price</b>	<b>Hourly Price Emergency</b>
Aerial Bucket Truck with Operator		
Boom Truck with Operator		
Brush Chipper		
Tree Trimmer		
Forestry Truck with Operator		
Tree Climber		

# AGREEMENT

Page 1 of 6

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 by and between the Village of New Hyde Park ("VILLAGE") and \_\_\_\_\_  
\_\_\_\_\_.

WITNESSETH THAT VILLAGE and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents and Specifications for the completion of the Project generally described as follows:

## **Tree Trimming Bid**

Article 2. The Project has been designed by: VILLAGE.

Article 3. CONTRACT TIME AND FINAL CONTRACT TIME: Sixty (60) days from the execution date of this document

Article 4. CONTRACT PRICE: VILLAGE shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents.

Article 5. Intentionally left blank.

Article 6. PAYMENTS. VILLAGE shall make payments after approval of the Board of Trustees after delivery of detailed invoices and after Inspection of the Work and settlement of all claims (invoices must be received at least two business days prior to the Board meeting.

Article 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between VILLAGE and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement, if any.
- 7.3 CONTRACTOR's Bid (and any attachments)
- 7.4 Notice of Award
- 7.5 Specifications
- 7.6 Instructions to Bidders
- 7.7 General Terms and Conditions
- 7.8 Supplemental Conditions

# AGREEMENT

Page 2 of 6

- 7.9 Insurance Requirements
- 7.10 Notice to Bidders
- 7.11 Contact Persons
- 7.12 List of Bid Submission Documents
- 7.13 Affidavit of Non-Collusive Bidding
- 7.14 Bidder Qualification Statement
- 7.15 Bid Submission Form
- 7.16 Constructive Trust/Release of Lien Agreement
- 7.17 Any Modifications, including Change Orders, duly delivered after execution of this Agreement.
- 7.18 Appendices, if any.

## Article 8. CONTRACTOR'S REPRESENTATIONS.

8.1 In order to induce VILLAGE to enter into this Agreement CONTRACTOR makes the following representations:

8.1.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

8.1.2 CONTRACTOR is satisfied as to the general, local, and other conditions that may affect cost, progress, and performance of the Work.

8.1.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work including but not limited to New York State Labor Law and prevailing wage, and agrees to abide by same.

8.1.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so), all additional or supplementary examinations, investigations, explorations, tests, studies, and data which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

# AGREEMENT

Page 3 of 6

8.1.6 CONTRACTOR does not consider any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

8.1.7 CONTRACTOR is aware of the general nature of work to be performed by VILLAGE and others at the Site that relates to the Work as indicated in the Contract Documents, if any.

8.1.8 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

8.1.9 CONTRACTOR has given VILLAGE written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof of VILLAGE is acceptable to CONTRACTOR.

8.1.10 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.2 CONTRACTOR shall not, without the prior written consent of the VILLAGE, assign or sublet in whole or part his rights or interests under any of the Contract Documents; and, specifically, but without limitation, CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of the VILLAGE, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 VILLAGE and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 The Contract Documents constitute the entire agreement between VILLAGE and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

## Article 9. OTHER PROVISIONS.

9.1 CONTRACTOR and VILLAGE recognize that time is of the essence of this Agreement and that VILLAGE will suffer financial loss if the Work is not completed within the times specified in Article 3. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by VILLAGE if the Work is not completed on time. Accordingly instead of requiring any such proof, VILLAGE and CONTRACTOR agree that as liquidated damages for delay, but not as a penalty, CONTRACTOR shall pay VILLAGE \$100 for each work day that expires after the Contract Time specified for completion until the Work is complete.

9.2 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon VILLAGE and CONTRACTOR, who agree that the Contract Documents shall be

**AGREEMENT**

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.3 This Agreement and all related documents shall be construed and governed under the laws of the State of New York.

9.4 CONTRACTOR warrants that the work conforms with all Federal, State and Local Rules and Regulations in effect at the time of contract signing. Any changes or additions to said Federal, State and Local Rules and Regulations which customer desires may result in a change order and additional costs to the VILLAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

**AGREEMENT**

**ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

SEAL \_\_\_\_\_

**ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

SEAL \_\_\_\_\_

**ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came and appeared \_\_\_\_\_ to me known and known to me to be the person in and who executed the foregoing instrument and acknowledged that he executed the same.

SEAL \_\_\_\_\_

**AGREEMENT**

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**ACKNOWLEDGMENT OF OFFICER OF VILLAGE OF  
NEW HYDE PARK EXECUTING CONTRACT**

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared Robert Lofaro, Mayor.

The duly elected and qualified Mayor of the Village of New Hyde Park executed the foregoing instrument, to me known and known to me to be such Mayor of the Village of New Hyde Park and he being by me duly sworn did depose and say; that he is the Mayor of the Village of New Hyde Park; that he knows the corporation seal of said Village ; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Mayor for the purpose herein mentioned.

# CONSTRUCTIVE TRUST/RELEASE OF LIEN AGREEMENT

Page 1 of 2

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between: \_\_\_\_\_, herein referred to as the "Contractor," having its offices located at \_\_\_\_\_; and the VILLAGE of NEW HYDE PARK, NY, (herein referred to as the "Owner,") having its offices located at 1420 Jericho Turnpike, New Hyde Park, New York.

WITNESS that the parties herein do hereby STIPULATE, ACKNOWLEDGE AND AGREE as follows:

A. Pursuant to the provisions of a certain Purchase contract, **Tree Trimming Project** of the Inc. Village of New Hyde Park, made and entered by the parties on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and pursuant further to all of the terms, conditions, representations and specifications of the Bid Documents relating thereto:

1) The Contractor hereby consents and agrees that a Constructive Trust be, and the same hereby is, imposed upon all current and future payments made or tendered to Contractor by Owner in respect to such Contract, for the purposes of ensuring that Contractor pays, discharges and satisfies in full all debts and obligations owed by Contractor to:

(a) all employees of Contractor, for wages due in respect to all labor and services rendered on account of and in connection with the performance of the Contract.

(b) all materialmen, suppliers and subcontractors of Contractor for any materials or services rendered or supplied on account of or in connection with the performance of the Contract.

2) The Contractor agrees to hold and apply all current and future payments by Owner under and pursuant to the Contract in accordance with the foregoing provisions, and to immediately discharge, out of such proceeds, any and all mechanic's or materialmen's liens asserted or filed against any property of the Owner which arise out of or in connection with the performance of the Contract by Contractor.

3) The Contractor hereby further agrees to indemnify and hold Owner free and harmless from and against any and all claims, demands, assessments, suits, or proceedings of any kind (and all reasonable attorneys' fees and other costs which may be incurred by Owner in defense or resistance thereof,) made by or on behalf of any employee, materialman, supplier or sub-contractor of the Contractor for debts, obligations, damages or other liability arising out of or in connection with the failure or refusal of Contractor to pay, satisfy or otherwise discharge such duties or obligations owed to any such parties.

B. In addition to the foregoing provisions, and without intent to limit the general applicability of those provisions, the parties hereby further covenant and agree that:

1) Upon payment to Contractor of any sums due and owing under or pursuant to the subject Contract, and conditioned upon the faithful and timely payment by Owner of all future or additional installments now or hereafter scheduled to become due or otherwise becoming due, the Contractor, for itself, its successors and assigns, and its legal representatives, does hereby affirmatively waive all rights to assert and file, at any time, any liens, security interests, or other encumbrances of every description and kind, against any and all real property, chattels real, fixtures, equipment, accounts receivable or other property or assets of the Owner; it being understood and agreed by and between the parties that

# CONSTRUCTIVE TRUST/RELEASE OF LIEN AGREEMENT

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whenever any installments shall be held and retained by Owner as "retained percentages" pursuant to the subject Contract or pursuant to law, or whenever any such installments shall be retained and applied by Owner, upon default by Contractor, in satisfaction and discharge of the obligations assumed by the Contractor pursuant to paragraph "A" hereinabove, such actions or conduct by Owner shall in no event be deemed or construed as a breach of the condition provided for in this subdivision.

2) This agreement shall survive completion of performance of the Contract by "contractor" and shall inure to and for the benefit of the parties hereto, and their respective successors, assigns, heirs or legal representatives.

IN WITNESS WHEREOF, the parties have severally executed this Agreement or have caused the same to be duly executed by their authorized representatives, the day and date above first written.

Contractor : \_\_\_\_\_

BY: \_\_\_\_\_

INC. VILLAGE OF NEW HYDE PARK, NY

BY: \_\_\_\_\_