

December 4, 2024

BID # 2024-2
TREE MAINTENANCE AND STUMP GRINDING FOR THE VILLAGE OF EAST WILLISTON

The purpose and intent of this proposal is to procure pricing for the maintenance of all street trees, including trimming, removal, and stump grinding, within the confines of the Inc. Village of East Williston. All labor must comply with all codes, rules, regulations and statutes.

Sealed bids will be received by the Inc. Village of East Williston, 2 Prospect Street, East Williston, NY 11596 until 10:00am prevailing time on Friday February 14, 2025, when they will be publicly opened and read aloud.

Item #1:

Furnish a boom truck and a minimum of three (3) men on a **per diem** basis to remove limbs and/or dead street trees throughout the Village. Prices submitted for boom truck and workers will be valid until February 28, 2027.

Item #2:

Furnish a boom truck and a minimum of three (3) men on an **hourly** basis to provide emergency tree service for street trees throughout the Village. Prices submitted for boom truck and workers on an emergency basis will be valid until February 28, 2027.

Item #3:

Furnish a stump grinder with an operator on a **per diem** basis to grind stumps to six (6) inches below grade. The Village Highway Department will remove debris and backfill to grade. Stump grinder proposed to be used must be a commercial model and have at least a four (4) cylinder engine. The price for the stump grinder will be valid until February 28, 2027.

Contract Renewal:

Two-year contract the term of which begins on March 1, 2025 and concludes on February 28, 2027; this contract for service may be renewed for an additional one-year period by mutual agreement.

Notes:

The right is reserved by the Village to waive any informalities in, to reject any or all bids submitted, or to accept the bid and award the contract to the lowest, responsible formal bidder, in the best interests of the Village, pursuant to Section 103 of General Municipal Law.

A proposal submitted by a bidder who is not in full compliance with the provisions of the Village of East Williston's Village Code, or who has unaddressed Notices of Violation of the East Williston Village Code

at the time of submission will be rejected.

Requirements:

The regular workday will be from 8:00am-5pm with a half hour for lunch. The Contractor is expected to be at the Department of Public Works at 7:30am with all necessary equipment in good working order and fully fueled to await instruction from the Highway Supervisor. The Village will attempt to schedule working days as far in advance as possible, but the Contractor should understand that emergencies could arise at any time, and the Village expects the Contractor to respond as soon as possible.

Insurance:

The Village requires the contractor to show proof of insurance, including workman's compensation and disability, as per the next two attached pages.

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Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors
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The CONTRACTOR shall maintain at a minimum the following insurance giving evidence of same to the OWNER **on the Acord form Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum; copy of the Additional Insured Endorsements; provide 30 days’ notice of cancellation, non-renewal or material change; C105.2 form or State Insurance Fund Certificate or Self-Insured SI-12 for Workers Compensation and DB120.1 Certificate for NYS Disability.** The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Incorporated Village of East Williston’s discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder for all policies: Incorporated Village of East Williston
 2 Prospect Street
 East Williston, NY 11596

Description Box to read:

Incorporated Village of East Williston, all elected and appointed officials, employees and volunteers of the Village are included as additional insureds for General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

I. Workers Compensation

Coverage	Statutory
Extensions	Voluntary Compensation
	Employers Liability – Unlimited in the State of New York
	Waiver of Subrogation in favor of Incorporated Village of East Williston

II. New York State Disability and Paid Family Leave

Coverage	Statutory New York State Benefits
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III. Commercial General Liability

Coverage and Limits	Occurrence – ISO Form CG2001 10-01 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
	Damage to Premises Rented To You \$ 100,000
	Medical Expense \$ 5,000

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III. **Commercial General Liability - continued**

Additional Insured **Incorporated Village of East Williston, all elected and appointed officials, employees and volunteers, using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage on a primary and non-contributory basis.**

Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

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IV. Pollution Liability: If contract involves environmentally regulated substances or Hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor's Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement

V. Automobile Insurance

Limit	\$1,000,000. Combined Single Limit
Additional Insured	Incorporated Village of East Williston, all elected and appointed officials, employees and volunteers, on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

VI. Umbrella Liability

Coverage	Umbrella Form or Excess Follow Form of primary general liability and auto liability
Limit	\$1,000,000.

Additional Insured	Incorporated Village of East Williston, all elected and appointed officials, employees and volunteers, on a primary and non-contributory basis.
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INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **Incorporated Village of East Williston**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of or to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, on account of personal injury, death or property loss to the **Incorporated Village of East Williston**, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of **Incorporated Village of East Williston**. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ___ day of _____, 20__.

Witness

Signature

Date

Print Name

Name of Contractor

Address

Signature

(Please Print Name and Title)

BID FORM – TREE MAINTENANCE AND STUMP GRINDING

BID #2023-04: TREE MAINTENANCE AND STUMP GRINDING FOR THE VILLAGE OF EAST WILLISTON

Bidder's Name: _____

Address: _____

Phone No.: _____

Contact Person Name & Phone No.: _____

Item #1:

Furnish a boom truck and a minimum of three (3) men on a **per diem** basis to remove limbs and/or dead street trees throughout the Village. Prices submitted will be valid from March 1, 2025 until February 28, 2027.

\$ _____/day

Optional one-year extension (March 1, 2027 until February 28, 2028):

\$ _____/day

Item #2:

Furnish a boom truck and a minimum of three (3) men on an **hourly** basis to provide emergency tree service for street trees throughout the Village. Prices submitted will be valid from March 1, 2025 until February 28, 2027.

\$ _____/hour

Optional one-year extension (March 1, 2027 until February 28, 2028):

\$ _____/hour

Item #3:

Furnish a stump grinder with an operator on a **per diem** basis to grind stumps to six (6) inches below grade. Prices submitted will be valid from March 1, 2025 until February 28, 2027.

\$ _____/day

Optional one-year extension (March 1, 2027 until February 28, 2028):

\$ _____/day

Submitted by: _____

Signature: _____

Title: _____

Firm Name: _____

Address: _____

Dated: _____

Approved by: _____

Signature: _____

Title: _____