



Request for Quotes Village of Johnson City Tree, Limb, & Brush Cutting Services

The Village of Johnson City Department of Code Enforcement is seeking proposals of a qualified firm(s) to provide tree services, services to remove, process, and lawfully dispose of debris for properties within the Village of JC.

Village code stipulates that **all ornamental and shade trees standing within or whose branches or any part thereof extend over any public street, avenue or sidewalk in the village shall be trimmed so that the lowest branches shall not be less than ten (10) feet from the ground.**

By Village Code, the Code Department can order the cutting and removal of trees, limbs, and brush by a private contractor and bill the property owner.

The Vendor must handle, properly dispose, contain and transport debris in Johnson City, NY, in accordance with applicable Federal, State, and local regulations. The Contractor will be required to provide the Village staff with an hour worked log sheet for each individual project. The contractor's hours worked log will have no impact on invoices submitted to the Village and should only be utilized by Village staff for documentation purposes. Estimates should be based on the aforementioned along with the need to **remove the all waste. In addition, the contractor must clean-up any debris on the sidewalk area and may not discharge debris onto a public street.**

Contractor shall email a picture of the completed work or notify the Code Office when the work is completed. Each bidder must provide a written summary explanation of the quantity and quality of its equipment and work force, together with expected response times. Each bidder shall provide a detailed list of prior similar projects or work orders, including the name, address, business telephone and cellular telephone of contact person so that the Village of JC can check on responsibility of the bidder.

Submittal should include the labor, machine, and disposal costs for each property.

The contractor selected will be expected to respond to a request to perform the work within 2 business days. The Village will be invoiced for the work within 2 weeks from the date of the work. The successful contractor and any subcontractors will have to provide the Village of Johnson City certificates of insurance as follows:

1. INSURANCE. CONTRACTOR REPRESENTS AND WARRANTS THAT CONTRACTOR HAS IN FORCE THE FOLLOWING INSURANCE COVERAGE APPLICABLE TO THE PROJECT:

A. WORKERS COMPENSATION & EMPLOYERS LIABILITY COVERAGE FOR ALL EMPLOYEES, INCLUDING CORPORATE OFFICERS, PARTNERS, AND SOLE PROPRIETORS.

B. COMMERCIAL GENERAL LIABILITY COVERAGE, INCLUDING BUT NOT LIMITED TO PREMISES & ON-GOING OPERATIONS, PRODUCTS-COMPLETED OPERATIONS, INDEPENDENT CONTRACTORS, CONTRACTUAL LIABILITY, PERSONAL INJURY, FULL EXPLOSION, COLLAPSE, AND UNDERGROUND COVERAGE. MINIMUM LIMITS OF LIABILITY APPLICABLE TO THIS INSURANCE OF AT LEAST \$1,000,000. EACH OCCURRENCE AND \$2,000,000. GENERAL AGGREGATE. THE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE WILL BE AT LEAST \$1,000,000. THE POLICY WILL BE ENDORSED PROVIDING THE GENERAL AGGREGATE PER PROJECT FORM CG2503 OR ITS EQUIVALENT.

C. COMMERCIAL AUTOMOBILE LIABILITY WITH LIABILITY LIMITS OF AT LEAST \$1,000,000. SUCH COVERAGE TO INCLUDE ALL OWNED, NON-OWNED, LEASED AND HIRED VEHICLES.

D. UMBRELLA LIABILITY, WITH LIMITS FOR EACH OCCURRENCE OF AT LEAST \$1,000,000. AND A GENERAL AGGREGATE LIMIT OF AT LEAST \$1,000,000. THE UMBRELLA WILL PROVIDE EXCESS COVERAGE OVER THE PER PROJECT GENERAL AGGREGATE ENDORSEMENTS AND BE PRIMARY COVERAGE FOR ADDITIONAL INSURED. INSTALLATION FLOATER, TO COVER ALL MATERIALS AND SUPPLIES FOR THE PROJECT, WHICH WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL MATERIALS AND SUPPLIES WILL BE COVERED BY THE CONTRACTOR'S INSURANCE UNTIL THE ACCEPTANCE OF THE PROJECT BY OWNER.

F. OWNER AND ALL OTHER ADDITIONAL INSURED. REQUIRED BY THE OWNERS CONTRACT ARE TO BE NAMED AS AN ADDITIONAL INSURED ON A PRIMARY, NON-CONTRIBUTORY BASIS ON ALL POLICIES OR SELF INSURANCE INCLUDING COMPLETED OPERATIONS TO THE EXTENT OF THE STATUTE OF LIMITATIONS FOR THE STATE OF NEW YORK WITH THE EXCEPTION OF WORKER'S COMPENSATION OR PROFESSIONAL LIABILITY. A CERTIFICATE OF INSURANCE WILL BE PROVIDED WITHIN 48 HOURS OF REQUEST BY CONTRACTOR. ALL CERTIFICATES OF INSURANCE WILL PROVIDE 10 DAYS NOTICE TO OWNER OF CANCELLATION OR NON-RENEWAL. CONTRACTOR WAIVES ALL RIGHTS OF SUBROGATION AGAINST OWNER AND OTHER PARTIES REQUIRED BY THE OWNERS CONTRACT AND WILL HAVE ALL POLICIES ENDORSED SETTING FORTH THIS WAIVER OF SUBROGATION.

2. CONTRACTOR'S EQUIPMENT. ALL EQUIPMENT OWNED BY CONTRACTOR, OR USED AT THE PROJECT, IS AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND WILL BE INSURED OR SELF-INSURED BY CONTRACTOR.

3. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES (INDIVIDUALLY OR COLLECTIVELY, "INDEMNITEE") FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR LACK OF PERFORMANCE OF THE WORK UNDER THE AGREEMENT AND/OR ANY CHANGE ORDERS OR ADDITIONS TO THE WORK INCLUDED IN THE AGREEMENT, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LIABILITY, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR PHYSICAL INJURY TO TANGIBLE PROPERTY INCLUDING LOSS OF USE OF THAT PROPERTY, OR LOSS OF USE OF TANGIBLE PROPERTY THAT IS NOT PHYSICALLY INJURED, AND CAUSED IN WHOLE OR IN PART BY ANY ACTUAL OR ALLEGED ACT OR OMISSION OF THE CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY RETAINED OR ENGAGED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE OR VIOLATION OF ANY STATUTORY DUTY, REGULATION, ORDINANCE, RULE OR OBLIGATION BY ANY INDEMNITEE PROVIDED THAT THE VIOLATION ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OR LACK OF PERFORMANCE OF THE WORK UNDER THE AGREEMENT. IN ANY AND ALL CLAIMS AGAINST OWNER OR ANY OF ITS AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, INSURANCE, COMPENSATION OR BENEFITS PAYABLE BY OR FOR ANY CONTRACTOR UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

4. LIMITATION ON ENTRY. CONTRACTOR'S RIGHTS TO ENTER ONTO THE PROJECT ARE SUBJECT TO CANCELLATION IF CONTRACTOR DOES NOT PROVIDE EVIDENCE OF REQUIRED INSURANCE COVERAGE TO OWNER WITHIN 48 HOURS OF OWNER'S REQUEST.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, the following:

1. The bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at minimum, meet the requirements of section two hundred one-g of the labor law.
2. The bidder has and will comply with all applicable state and federal laws, rules and regulations concerning this bid and the proposed work thereunder, including but not limited to labor law and prevailing wage requirements.
3. The bidder understands and will comply with any cooperative purchases that results from this award/contract; as this request for quotes and any resulting award/contract is being

made available for use by other governmental entities; and that by this language the Village of Johnson City is making its contract available for New York local governmental entities.

4. The bidder understands that any award may begin immediately upon award and has the potential term through December 31, 2022, and that there may be a one-year renewal of the contract with the consent of both parties.

This form must be returned by 9:00AM on Friday September 2, 2022. Said sealed quotes will be publicly opened and read aloud in the Village of Johnson City work session room, first floor (243 MAIN STREET, JOHNSON CITY, NY 13790) at 10:00 am on Friday, September 2, 2022, and thereafter considered by the Village of Board of Trustees, for anticipated action at its September 6, 2022 board meeting. The Village reserves the right to reject all submissions and to waive any irregulars or informalities.

Submit to:

Fire Marshal

VILLAGE OF JOHNSON CITY

MUNICIPAL BUILDING

243 Main Street

JOHNSON CITY, NY 13790

607-786-7861

FAX607-786-7865

www.villageofjc.com

QUOTE

Bidder must initial each of the following statements to acknowledge their understanding of the requirements:

- _____ Perform the work within 2 business days.
_____ Remove the waste.
_____ Clean-up any debris from the sidewalk area.
_____ May not discharge debris onto a public street.
_____ If work has been completed prior to arrival of contractor, Village law prohibits payment to contractor.

Category	Field Name and Description	Unit	Cost per Unit
Collect & Haul	Vegetative to Debris Management Site (DMS) Collect and remove	Cubic Yard	
Management & Reduction	Grinding/chipping branches, brush, vegetative debris	Cubic Yard	
Tree Operations	Limb cutting and removal from tree over public right of way (4-to-6 inch diameter)	Cubic Yard	
Tree Operations	Limb cutting and removal from tree over public right of way (greater than 6 inches in diameter)	Cubic Yard	
Tree Operations	Limb cutting and removal of material already on ground, on private property (4-to-6 inch diameter)	Cubic Yard	
Tree Operations	Limb cutting and removal of material already on ground, on private property (greater than 6 inches in diameter)	Cubic Yard	

Submitted by

Firm Name

Contact person

Address

Cell Number

Authorized Signature