

NOTICE TO CONTRACTORS 10/12/2023

Sealed Bids for the 2023-2024 Tree Cutting and Chipping Contract for The Village of Cuba, New York can be mailed by regular mail to Village of Cuba, 17 E Main St., Cuba, NY 14727. Bids can be hand delivered during regular business hours 7-noon & 12:30-4:30 Mon- Weds, Thurs 12:30 p.m. to 4:30 p.m. and 7:30-11:30 a.m. on Friday. There is also an "overnight mail slot". Information for bidders, specifications, proposal form etc. may be picked up at this same location or viewed at www.cubany.org. Please submit all bids itemized by corresponding number of tree/ stump- detail on tree removal sheet. Bid shall be submitted in a sealed envelope marked "BID FOR TREE WORK". An executed "Non-Collusive" Bidding Certificate shall accompany each proposal. The Village of Cuba reserves the right to accept or reject any and all bids, to waive technicalities, or to readvertise for bids, if the best interest of the Village will be served thereby. Bids will be received 10/14/23-10/31/23 at 10:30 am and bids will be opened 10/31/23 @10:30 a.m.

Equal Opportunity Employer

10.12.2023

Clerk/Treasurer Bump

TREES TO BE REMOVED 2023-2024

Please Itemize Your Bid by Number of corresponding Tree/Stump to Remove

- 1) 60 Spring St.- middle tree- full removal and stump removal
- 2) 3 Grove St.- Ash full removal and stump removal
- 3) 39 Chapel St.- dead limbing (contact 585-808-6051)
- 4) 94 West Main St. - full removal and stump
- 5) 1 Prospect St. - full removal and stump
- 6) Intersection of Green St. and Medbury Ave. North side by guiderail

STUMPS TO BE GROUND IN ADDITION

- 7) 24 South St. - stump removal
- 8) 22 South St. - stump removal
- 9) 14 Orchard St. - stump removal
- 10) 16 Orchard St.- stump removal
- 11) 17 Orchard St.- stump removal
- 12) 15 Maple St. - stump removal
- 13) 18 Maple St.- stump removal
- 14) 45 Spring St.- stump removal
- 15) 8 Stone St. stump- removal

All trees to be removed have a white "X" on them. Should you have any questions please feel free to call me at (585)808-6051.

**Kris Krzos
Superintendent of Public Works
Village of Cuba, NY**

VILLAGE OF CUBA TREE WORK 2023-2024

The following is a brief overview of how the work is expected to be performed while working in the Village.

- 1) The contractor is responsible for setting up the work zone and the safety of the public during all operations.
- 2) The contractor is responsible for the chipping of all brush.
- 3) The contractor will cut all pieces into manageable sizes and deliver them behind the DPW garage.
- 4) The contractor will be responsible for grinding the stump out (if the open sidewalk is heaved up, the DPW will assist in removing the sidewalk blocks so the roots can be ground down) and hauling away the grinding.
- 5) The contractor will be responsible for all lawn cleanup.
- 6) The contractor will be responsible for any damage to any Village Street/sidewalk due to tree work (proof of insurance needed)
- 7) All trees to be removed will be clearly marked with a white " X ". (Separate sheet with address is attached)
- 8) When submitting your bid, please itemize each number tree/stump removal.

NON-COLLUSIVE BIDDING CERTIFICATION

BY SUBMISSION OF THIS BID OR PROPOSAL, THE BIDDER CERTIFIES THAT:

- (1) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
- (2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder competitor or potential competitor.
- (3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- (4) The person signing this bid or proposal certifies that he fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

BIDDER

BY: _____

DATED: _____

INSURANCE REQUIREMENTS:

Prior to award of contract the successful bidder shall supply copies of insurance certificates as follows:

- 1) Insurance covering claims under workers compensation, disability benefit and other similar employee benefit acts, against himself/herself or any of them, or by anyone for whose acts any of them may be liable.
- 2) Contractor's General Liability Insurance:

Each Occurrence	\$ 1,000,000
Damage to Rented Premises (each occurrence)	\$ 1,000,000
Medical Expense (any one person)	\$ 5,000
Personal & Adv. Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products – Comp/Op Agg	\$ 2,000,000
- 3) Automobile Liability Insurance:

Combined Single Limit (each accident)	\$ 1,000,000
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- 4) Excess/Umbrella Liability:

Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000
- 5) Worker's Compensation and Employers Liability:

E.L. Each Accident	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. – Policy Limit	\$ 500,000
- 6) Endorsements on all insurance, there shall be attached to and made, a part of every policy or Certificate of insurance required hereunder, as the case may be, an endorsement stating that "The Insurance Company agrees that policy number _____ shall not be cancelled or allowed to lapse until sixty (60) days after the owner has received written notice of the cancellation or change or lapse, as evidenced by return receipt or certified or registered letter, and it is agreed further that as to lapsing such notice will not be valid if mailed more than 15 days prior to the expiration date shown on this policy".
- 7) The certificate must name the Village of Cuba as additional insured.

HOLD HARMLESS CLAUSE:

The contractor shall save and hold harmless the Owner from and against all suits or claims, which may be based upon any injury or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such sum claimed shall be made by an employee of the contractor, by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the contractor; and the contractor shall, at his own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expenses, arising therefrom, or incurred in connection therewith; and, if any judgement shall be rendered against the Owner in any such action, or actions, the Contractor shall, at its own expense, satisfy and discharge the same.