

**Telephone: 716-286-4371  
Fax: 716-286-4337**



**CITY OF NIAGARA FALLS, NEW YORK  
DIVISION OF PURCHASING  
City Hall Room 214  
745 Main Street  
Niagara Falls, NY 14302-0069**

The City of Niagara Falls is requesting bids for the purchase of the following services per the enclosed Instructions to Bidders, Terms, Conditions and Specifications.

Sealed bids will be received, publicly opened and read aloud in the Purchasing Office at City Hall as follows:

<u>Time</u>	<u>Date</u>
<u>11:00 A.M.</u>	<u>October 11, 2016</u>
<b>FOR: TREE REMOVAL SERVICES</b>	

Bids shall be submitted to:

CITY OF NIAGARA FALLS, NEW YORK  
DIVISION OF PURCHASING, City Hall Room 214  
745 Main Street  
PO Box 69  
Niagara Falls, NY 14302-0069

The City of Niagara Falls, New York will officially distribute documents from the Division of Purchasing. The City also advertises at [www.niagarafallsusa.org](http://www.niagarafallsusa.org) (Purchasing link from the Government “City Departments” tab.) Copies from any other source are not considered official copies. Only those vendors who obtain documents from the sources listed are guaranteed to receive addendum information, if such information is issued. If you have obtained this document from a source other than the sources listed, it is recommended that you obtain an official copy.

Bids received after the date and time designated for openings will not be considered. Facsimile or electronically mailed bids are not acceptable and will be rejected.

The envelope containing the bid must be sealed and clearly marked with the bid number, company name and address. Failure to do this may necessitate the premature opening of the bid which may compromise its confidentiality.

Bids must be submitted on the forms enclosed unless otherwise stated. No changes shall be made in the terminology of this bid document or in the items mentioned therein unless done so by formal addenda.

Any and all bids and contracts made or awarded by the City of Niagara Falls or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this bid.

This bid is being solicited on behalf of the City of Niagara Falls, New York and the Niagara Falls Water Board.

**General Conditions**

1. The City reserves the right to accept this bid by items, or as a whole, or to reject any or all bids or waive informalities. In case of error in the extension of prices in the bid, the unit price will govern.
2. Quantities listed are on a more or less basis of what the City anticipates unless specified otherwise in this document.
3. All bids must be accompanied by the requisite Bid Bond IF SO STATED IN THE SPECIFICATIONS.
4. Provision of any required Performance Bond is the responsibility of the bidder. The successful bidder shall, within ten (10) days after the receipt of the notice of award, furnish the City of Niagara Falls with a performance bond in a penal sum equal to the amount of the contract based on bid price.
5. All prices shall be held firm during the time period specified in this bid document.
6. All bids are subject to delivery as stated herein and must state when delivery can be made.
7. If a bid is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution and give a complete description of articles so offered, explain the difference between specifications and offering, size, gauge, weight, etc., otherwise it will be assumed that the bid is based on the grade or brand specified.  
  
 If a brand name or catalog reference is included in the specifications and the item bid on is not the particular brand name product, the bidder shall state in his bid what he is bidding on as an equal or as an alternate. Any catalogs, literature, etc. shall accompany the bid. In all cases, final judgment as to whether or not an item meets the specifications rests with the City of Niagara Falls, NY.
8. Samples of items, when required by the City of Niagara Falls, must be furnished free of expense at the time specified and will, upon request, be returned at the bidder's expense, if not destroyed by tests.
9. All materials furnished are to be guaranteed free from defects and anything found defective or contrary to order no matter in what stage of completion may be rejected and shall be made good by the Contractor at his own expense.
10. Workmanship shall be first class in every respect without exception and shall be equal to the best modern practices.  
  
 In case of installation, contractor shall clean up and remove all debris and rubbish resulting from the work and leave the premises broom clean.
11. Prices are to be shown NET, F.O.B. Destination to all Niagara Falls Departments/Agencies, Political Subdivisions and other Niagara Falls municipalities authorized by law, including inside delivery. Prices include all transportation charges delivered inside. "Tailgate Delivery" not accepted except where specified. Cash discounts are to be stated, if any.
12. Bids shall not include any Federal, State, or Local excise, sales, transportation, or other tax unless the Federal or State Law specifically levies such tax on the purchases made by a political subdivision. Exemption certificates will be furnished by the Purchasing Division when required.
13. The City of Niagara Falls, New York will not pay any type of fuel surcharge on any item or contract unless specifically indicated as such by the City in the solicitation or contract. Any fuel charges added and not authorized by the City will be deleted from any payments made to the vendor.

### Specific Terms, Conditions and Specifications

1. Tree removal: all tree trunks to be cut down to a distance of no greater than six inches from the surrounding ground level.
2. All work shall be performed according to New York State DOT, OSHA and industry safety standards.
3. Maintenance and protection of traffic shall be the responsibility of the contractor.
4. Hours of work shall be between the hours of 8:00 A.M. and 7:00 P.M.
5. All debris shall be removed from the site by the contractor the same day the tree is removed. All work shall be completed within sixty days after receipt of the purchase order.
6. Any damage caused by the contractor such as, but not limited to concrete, pavement, lawn, utilities, auto or buildings shall be the responsibility of the contractor to make or pay for repairs. Any damage must be immediately reported to the Deputy Director of Public Works at (716) 909-0856.
7. Due to the high concentration of power lines, all crews should be pre-qualified to have the following:
  - a) One working foreman with at least five (5) years experience in this type of work.
  - b) One qualified trimmer/cutter with line certification and at least five (5) years experience.
  - c) Crane operator must have a minimum of five (5) years experience with reference working in large scale urban tree removals, NYS Crane Certification and line certification.
  - d) One grounds man.
  - e) Contractor must submit a list of five (5) references of work of similar size and specifications. Include names, address, contact person and telephone number for each reference.
  - f) All employees of the contractor shall be properly trained for the jobs they are to perform.

**NOTE: PROOF OF ALL VALID CERTIFICATIONS, QUALIFICATIONS, LICENSES, ETC. ARE REQUIRED AND SHALL BE SUBMITTED WITH YOUR BID. QUOTATIONS SUBMITTED WITHOUT THIS INFORMATION WILL NOT BE CONSIDERED FOR AWARD.**

8. Bidders are responsible for calling in all below-ground grinding/digging (**DIG NY**).
9. Tree climbing will not be permitted without prior approval of the City. Tree sections are to be lowered by use of a crane. They are not to be dropped to the ground.
10. As a minimum, the contractor shall have and use the following equipment:
  - a) One crane (minimum 25 ton) or similar equipment with a minimum boom of 150 feet.
  - b) One chipper.
  - c) ~~One stump grinder.~~
  - d) One bucket type chip removal device with a minimum boom of 60 feet.
  - e) All other trucks and equipment needed to complete this contract within the time restraints outlined in the bid request.
  - f) Provide with your bid a list of all equipment owned or leased by the contractor that will be used by the contractor for this work.
  - g) Provide with your bid a list of vehicles that will be rented by the contractor for this contract.

The City reserves the right to inspect the contractor's equipment for compliance prior to award of the bid.

11. The bid price shall incorporate all of the contractor's costs. Prospective bidders are strongly urged to inspect each tree scheduled for removal. No additional payments will be made unless additional work beyond the scope of this bid is requested by the City.
12. Disposal of all materials shall be the responsibility of the contractor.

**NOTE: The City will no longer accommodate the temporary or long-term storage of any tree trunks, wood or wood waste on city property.**

13. Certificates of insurance which meet all the requirements as set forth in the attached "Instructions for City of Niagara Falls Standard Insurance" must be Provided by the successful bidder upon award of the bid and prior to commencement of work. Failure to provide approved certificates of insurance within two (2) weeks after being notified of the award will cause the contract to be negated.
14. Work performed under the contract with the City is subject to the prevailing wage rate schedule. The appropriate schedule is attached for your convenience.
15. Should a designated tree on the removal list be missing for any reason after the bid is awarded, but prior to the contractor removing it, (i.e., emergency removal by City personnel, storm damage, etc.,) the City reserves the right to substitute another tree of comparable size for the contractor to remove. The City and the contractor must agree on the substitution in regards to comparability.
16. The attached list of trees is what the City is proposing to have removed. Prior to award of the bid, the City reserves the right to eliminate any tree or combination of trees and costs from the list reducing the total award of the bid by that amount.

**PRICE SHEET**

#	Address	Tree	Removal Date	Cost
1.	738 15	46'' S Maple		
2.	740 15	40'' S Maple		
3.	756 15	36'' S Maple		
4.	756 15	30'' S Maple		
5.	759 15	39'' S Maple		
6.	832 15	38'' S Maple		
7.	151 60	38'' S Maple		
8.	151 60	46'' S Maple		
9.	211 71	40'' S Maple		
10.	121 73	40'' S Maple		
11.	456 73	37'' Sycamore		
12.	254 77	36'' S Maple		
13.	254 77	32'' S Maple		
14.	254 77	30'' S Maple		
15.	254 77	32'' S Maple		
16.	480 80	37'' Sycamore		
17.	179 80	42'' S Maple		
18.	806 87	32'' S Maple		
19.	806 87	34'' S Maple		
20.	923 90	43'' S Maple		
21.	931 90	41'' S Maple		
22.	1231 92	36'' Sycamore		
23.	1243 93	32'' S Maple		
24.	2730 Grand	36'' Oak		
25.	2734 Grand	29'' Oak		
26.	2745 Grand	32'' Oak		
27.	2454 Independence	30'' Oak		
28.	2477 Independence	30'' Oak		
29.	2702 Independence	28'' Oak		
30.	2702 Independence	27'' Oak		
31.	1115 James	36'' S Maple		
32.	2707 LaSalle	36'' S Maple		
33.	8747 Mang	42'' S Maple		
34.	8747 Mang	40'' S Maple		
35.	915 Maple	42'' S Maple		
36.	1116 Maple	42'' S Maple		
37.	3027 Monroe	40'' Elm		
38.	1147 Linwood	39'' S Maple		
39.	1827 Ontario	36'' S Maple		
40.	1832 Ontario	36'' S Maple		
41.	3037 Orleans	38'' Elm		
			Total:	

**BIDDER'S CERTIFICATION**

**THIS FORM MUST BE COMPLETELY FILLED IN WITH INK OR TYPEWRITER, CLEARLY LEGIBLE AND MUST BE SIGNED AND DATED WITH INK. FAILURE TO DO THIS MAY RESULT IN REJECTION.**

**We, the undersigned, herewith propose and agree to furnish to the City of Niagara Falls, NY any one or all of the items upon which we have bid, for the prices indicated herein, in accordance with the Instructions to Bidders, Specifications, Conditions and other related Formal Quotation Documents.**

**The undersigned individual certifies to having read these Specifications, Conditions, and other related Formal Documents and offers to furnish the articles specified to the City of Niagara Falls, NY in exact accordance with Instructions to Bidders, Specifications, Conditions, and other related Formal Documents and at the prices stated.**

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Authorized Contact:** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION  
(PURSUANT TO CHAPTER 751 OF LAWS OF NEW YORK, 1965)**

**BIDDER'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.**

By submission of this bid or proposal, the undersigned certifies that they are the responsible person within the firm for the final decision as to price(s) and amount of this bid or, if not, that he/she has written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of the firm and

1. The price(s) and amount(s) of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not so be disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Authorized Contact:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g. both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract award hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website that to the best of its knowledge and belief that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City of Niagara Falls will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City of Niagara Falls shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City of Niagara Falls reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Authorized Contact:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**INSTRUCTIONS FOR  
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE**

Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

**A. Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and \$3,000,000.00 annual aggregate. The coverage shall include:

- \* Premises and Operations
- \* Products and Completed Operations
- \* No exclusion for X C U coverage (explosion, collapse and underground)
- \* Independent Contractors
- \* Broad Form Property Damage
- \* Contractual Liability
- \* Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- \* Personal Injury Liability (Cov. A, B and C)
- \* Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- \* If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability.)
- B. **Auto Liability**: (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy.)
- C. **Excess Umbrella Liability**: If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. **Owners Protective Liability**: (on contracts for construction which exceed a cost of \$100,000.) With a minimum limit of \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. **Professional Liability**: If the contract includes professional services (engineers, architects, etc.,) contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00.)
- F. **Property Insurance**: (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.
- G. **Statutory Workers' Compensation and Employers Liability**: All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than \_\_\_\_\_ per centum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

**NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.,) PARAGRAPHS D, F AND H WILL NOT APPLY.**

**Revised 05-03-2012**