

# **Town of Skaneateles, NY**

## **REQUEST FOR PROPOSAL FOR FELLING OF ASH TREES ALONG THE CHARLIE MAJOR NATURE TRAIL AND IN THE SKANEATELES CONSERVATION AREA**

The Town of Skaneateles (Town) hereby invites your sealed proposal for the felling of ash trees which are or may become infested with Emerald Ash Borer beetles and which are in close proximity to trails where they may present a public hazard if they fall. The details are enumerated below.

All proposals submitted shall meet the following terms and conditions:

1. The proposal shall be delivered to the office of the Town Clerk at 24 Jordan St. Skaneateles, NY 13152, not later than 2:00 PM on April 23, 2021, at which hour and date all proposals will be publicly opened. The proposal shall be submitted in a sealed envelope, and the outside of the envelope shall be clearly marked "FELLING OF ASH TREES ON TOWN OWNED PROPERTIES". It is the sole responsibility of the proposer to see that its proposal is received in proper time. Any proposal received after the scheduled closing time will be rejected.
2. Any proposer may withdraw his or her proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals, but no proposer may withdraw his or her proposal for a period of thirty (30) days after the opening thereof.
3. The proposer's proposal must be submitted on the Proposal Form included herein, and this entire Request for Proposal (RFP) package shall be returned with the proposer's completed Proposal Form in the proposer's sealed envelope. (It is recommended that the proposer make a copy of this entire RFP and the completed Proposal for his/her records.)
4. The proposer shall thoroughly examine and become familiar with all parts of this RFP's requirements and specifications and the nature and scope of the work. It is mandatory that the proposer visit and inspect each work site location to familiarize him/herself with the site conditions prior to preparing and submitting his/her proposal. In submitting his/her proposal, the proposer acknowledges and certifies that a qualified and experienced representative of the proposer's firm has personally conducted such site inspection.

5. The contract will be awarded to the proposer whose work, in the opinion of the Town Board, will best meet the requirements of the Town of Skaneateles. It is clearly understood by all proposers that said Town Board reserves the right to reject any and all proposals and to waive any informalities in said proposals. Furthermore, The Town Board reserves the right to award the contract for only one or the other or both of the two proposal items for which proposals are being requested.

6. Technical questions concerning project specifications, the proposal process and general project information should be directed to Sue Murphy @ [parks@townofskaneateles.com](mailto:parks@townofskaneateles.com) or 315-727-9320

Julie Stenger , Town Clerk

Date \_\_\_\_\_

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**DESCRIPTION OF WORK AND TECHNICAL REQUIREMENTS:**

- A) General Description of Work: Eventually all ash trees will become infested with Emerald Ash Borer (EAB) beetles, the trees will die and then may fall unexpectedly and without warning, thereby endangering passersby. The Town has identified a number of ash trees that are close enough to several heavily used public trails so as to present such a hazard, and desires these trees to be felled in order to maintain public safety. In addition to the ash trees, there are several dead or dying trees of other species that are also marked for felling as part of this work.
- B) Work Locations: The trees to be felled are in two separate locations: (NOTE that the Town is requesting a SEPARATE LUMP SUM PRICE proposal for the work in each location, and that the Town may award the contract for the work in either or both locations for the proposed prices.)

1. The “Federal Farm” portion of the Skaneateles Conservation Area, which is located off (south) of Old Seneca Turnpike, about 2.4 miles east of NYS Route 321, just east of the Town of Skaneateles Transfer Station. The trees to be felled are located along the main entrance road (trail), between the entrance gate and the “Memorial Stone,” and along the road (trail) heading to the pond, a total distance of about 500 feet. Nor more than 50 trees have been marked for felling in this area. The trees are within about 20’ of the edge of the respective road, range in size from about 3” to 18” in diameter (DBH), with the average size being about 8”.
  2. The Charlie Major Nature Trail, which is located north of the Village of Skaneateles, and runs from Mill Street, starting just north of Old Seneca Turnpike, to Crow Hill Road, a total distance of about three quarters of a mile. The trail is a former railroad bed. Not more than 80 trees have been marked for felling in this area. The trees are within about 20’ of the edge of the road, range in size from about 4” to 28” (the 28” is a 3 stem) in diameter (DBH), with the average size being about 13”.
- C) The trees to be felled under this Contract are marked with a 1 1/2” diameter aluminum disc nailed to the tree.
- C) The marked trees are to be dropped and left where they fall. It is not necessary to remove or cut up the tree trunks or branches. However, any wood that falls on or within 8 feet of the edge of the respective road shall be moved at least 8 feet away from the edge of road or path. Also, any wood that falls into Skaneateles Creek shall be removed.
- D) The marked trees are to be felled to the ground. Hangers or leaners will not be accepted.
- E) The Contractor shall make every reasonable effort to protect and preserve all unmarked trees and shrubs. Unmarked trees shall not be cut, unless it is necessary to safely drop a hanger or leaner, and then only with the prior approval of the Town’s Representative. The exception is that if the interfering tree is dead or a non-native, such as buckthorn, it may be cut without prior approval.

- F) Stumps shall be cut so as to be no more than 12” above adjacent ground level.
- G) The trees to be felled are along former roads which are now used as walking trails. The Contractor may use these roads to access the work with vehicles, EXCEPT that the three existing bridges on the Charlie Major Nature Trail will not support vehicles larger than a pickup truck, and the southern most bridge is not wide enough for a pickup.
- H) The Contractor shall restore any and all surfaces damaged as the result of the contractor’s operations to the Town’s satisfaction, at the Contractor’s sole expense.
- I) The trails will remain open to public use during the work of this Contract. The Contractor is responsible for maintaining safe public access on the trails and for providing all means and methods for warning and protecting the public and directing the public away from the immediate work area, including, but not limited to, signs, barricades, cones, warning tape and flaggers.

## **GENERAL CONDITIONS AND ADMINISTRATIVE REQUIREMENTS**

- 1) The Town will review all proposals that are timely received and make a decision as to award of a Contract within 15 days of receipt. All proposal materials submitted by Proposers shall remain the property of the Town. The Town reserves the right to make inquiries about Proposers, to request and check references and other sources and to interview Proposers prior to making its decision to award. The successful Proposer shall be notified by the Town and within 15 days of such notification the Contractor shall submit the completed Certificate of Insurance Form. If the Certificate of Insurance is not timely submitted and acceptable, the Town reserves the right to reject the Proposer’s proposal and to offer the Contract to a different Proposer, or to reject all proposals.

- 2) Prior to award of the Contract the contractor shall submit to the Town the completed Certificate of Insurance Form, which is attached hereto as ATTACHMENT B, and which form must be approved and accepted by the Town as a condition precedent to award of the Contract.
- 3) The contractor shall protect indemnify and save harmless the Town of Skaneateles, the Town's officers, officials, and employees and agents against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the Town and its officers, officials, employees and agents from any claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever, arising out of or as a result of any negligent, tortuous or deliberate act, error or omission on the part of the contractor or other whose services are engaged by the contractor or anyone employed or controlled by either of them in the performance of the work provided for in this Contract.
- 4) The Contractor shall furnish all labor, materials, tools and equipment necessary to safely perform the work. The Contractor's employees shall be trained, competent, experienced, proficient and certified (if applicable) in their respective trades. It is solely the responsibility of the Contractor to provide all personal protective equipment to safely perform the work and to ensure that the equipment is appropriately and properly used. All work performed and methods, and equipment used shall be in conformance with prevailing State and Federal Occupational Safety and Health Act (OSHA) requirements. Costs from delays and losses due to operations not in conformance to these acts, specifications, or stoppages by OSHA inspectors or the designated representative, as a result of non-conformance, shall be solely borne by the contractor. The contractor shall post a sign at the work site while work is in progress clearly identifying the contractor's business name. Any license or permit required for the performance of the work shall be obtained and paid for by the Contractor, unless otherwise noted herein.

- 5) The Town will notify the Contractor when the Contract work may proceed. The Contractor shall not move any equipment onto the site(s) or commence any work until such notice to proceed is issued by the Town. All work of the Contract shall be completed to the Town's satisfaction within 30 days of the notice to proceed. Time is of the essence of this Contract.
- 6) The Town will provide a representative to meet with the Contractor regularly on site to inspect Contractor's performance and conformance with job requirements and to resolve questions and issues. The contractor shall notify the Town's Representative at least forty-eight (48) hours prior to the commencement of any work to be performed, excluding emergency work. Emergency work must be communicated to Town's representative within forty-eight (48) hours after it occurs. The Town's Representative may call pre-work or other progress and coordination meetings, and if such meetings are called a qualified employee of the Contractor with authority to speak for the Contractor shall attend. The Town Representative for this Contract is Sue Murphy @ [parks@townofskaneateles.com](mailto:parks@townofskaneateles.com) or 315-727-9320 or her designee.
- 1) Contractor shall be available twenty-four (24) hours a day, 7 days a week for emergency response. Contractor shall provide a twenty-four (24) hour emergency contact phone number. All requests to this phone number must be replied to within one (1) hour of the initial phone call, and properly equipped crews must be dispatched within two (2) hours of initial contact by the Town of Skaneateles.
- 7) The Contractor shall maintain the work area in a neat, safe and orderly condition, and shall be responsible for removal and disposal of all debris (except trees and branches) in a legal and appropriate manner on a daily basis. Because the work area is open to the public, Contractor's equipment must be removed from the work site at the end of each day's work, unless approval has been given by the Town Representative to store equipment at the site. The Town shall not be responsible for any loss or damage to Contractors tools or equipment.

- 8) Payment to the Contractor of 100 % of the lump sum amounts proposed will be made by the Town within 30 days of the Town's acceptance of all of the work, and receipt of the Contractor's invoice therefore. If the Town awards the Contract for both work areas, both must be complete before any payment will be made. Partial payments will not be made.
- 9) The Town reserves the right to request additional work be performed by the Contractor that is within the general nature and scope of the Contract work. If such additional work is requested by the Town, the Town and the Contractor shall agree before the work is performed on the scope of the additional work and the method and amount of payment to be made for such work, and the Town will then issue a written authorization to proceed with such work. The Town shall not be obligated to pay for any claimed or alleged additional work in the absence of a written authorization for the work.
- 10) Any claim by the Contractor for costs arising out of alleged changed conditions or un-authorized additional work shall be made in writing by the Contractor to the Town Representative within 48 hours of the occurrence of the claimed work. The Town shall not be obligated to consider any claimed costs in the absence of such timely written notification.
- 11) Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of Nature.
- 12) All contracts entered into by the Town of Skaneateles shall be governed by the Laws of the State of New York. Any disputes shall be resolved within the venue of the State of New York.

Remainder of page left blank.

See Proposal Form on following page.

**PROPOSAL FORM**

**FELLING ASH TREES IN THE SKANEATELES CONSERVATION AREA AND THE CHARLIE MAJOR NATURE TRAIL**

The undersigned hereby submits this Proposal in response to the Town of Skaneateles' Request for Proposals (RFP) for the Felling of Ash Trees in the Skaneateles Conservation Area and the Charlie Major Nature Trail, and proposes to perform the work described in the RFP for the following amounts:

A. Skaneateles Conservation Area for the LUMP SUM of

\_\_\_\_\_ \$ \_\_\_\_\_  
Amount in words Amount in figures

B. Charlie Major Nature Trail for the LUMP SUM of

\_\_\_\_\_ \$ \_\_\_\_\_  
Amount in words Amount in figures

**TOTAL OF A + B AMOUNTS** \$ \_\_\_\_\_

**Legal Name of Proposer's Company:**

\_\_\_\_\_

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

**Printed name and title of Signer for the Proposer:**

\_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Name, Title, phone number of Contact Person if not the Signer:**

\_\_\_\_\_

**In submitting this Proposal the Proposer acknowledges and certifies that a qualified and knowledgeable representative of the Proposer has visited and thoroughly inspected the sites of the Contract work.**

## Attachment B

(This form is to be completed by the Contractor's Insurance Agent and submitted to the Town after the Contractor has been notified of award.)

### CERTIFICATE OF INSURANCE

This is to certify to the Town of Skaneateles that the following insurance policies are in full force and effect and the policies are endorsed as necessary to effect the minimum limits, coverages and provisions enumerated below.

CERTIFICATE HOLDER: Town of Skaneateles, 24 Jordan Street,  
Skaneateles, NY 13152

CONTRACT: Felling Ash Trees in the Skaneateles Conservation Area  
and Charlie Major Nature Trail, Town of Skaneateles, NY

NAMED INSURED (CONTRACTOR) & ADDRESS:

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POLICY TION	INSURANCE COMPANY  (minimum)	LIMITS  DATE	EXPIRA- TION
Auto Liability, BI & PD		\$1,000,000 CSL	
General Liability		\$1,000,000 CSL	
Umbrella		\$1,000,000	
Workers' Compensation			

It is hereby understood and agreed that the Town of Skaneateles, its Town Board and each member thereof and every officer and employee of the Town shall be named as joint and several assureds with respect to claims arising out of the named Contract.

It is further agreed that the following indemnity agreement between the Town of Skaneateles and the named insured is covered under the policy: CONTRACTOR agrees to indemnify, hold harmless and defend the Town, its Town Board and each member thereof and every officer and employee of the Town from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against the Town, and each member thereof and any officer or employee of Town which results directly or indirectly from the wrongful or negligent actions of CONTRACTOR's officers, employees, agents or others employed by CONTRACTOR while engaged by CONTRACTOR in the performance of the Contract named above.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the Town of Skaneateles.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY (Printed name, signature, title of Insurance Agency Representative):

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AGENCY: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number: \_\_\_\_\_ email: \_\_\_\_\_