

CONTRACT DOCUMENTS

***CITY TREE REMOVAL &
TRIMMING SERVICES***

CONTRACT YEAR 2025

OPTION YEAR 2026

RICK ROSSI, MAYOR

COMMON COUNCIL

ANDREA HITCHINGS

STEVE LAURETI

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CITY ATTORNEY

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CITY DEPUTY COMPTROLLER

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CITY ENGINEER

JEFFREY ROWE, PE

**CITY OF ONEIDA
DEPARTMENT OF PUBLIC WORKS
109 N. Main Street Oneida NY. 13421**



**CITY OF ONEIDA
INVITATION TO BIDDERS**

Pursuant to a resolution dated November 19, 2024, the Common Council of the City of Oneida requests sealed bids for City Tree Services. The contract period shall be the remaining year length through December 31 2025 and unit contract prices shall remain fixed for any work performed by the contractor throughout the duration of the contract. Contract also includes Option Year for 2026 if mutually agreed-upon by both parties in 4th Quarter 2025.

Bids will be received on **Wednesday, March 12, 2025** at the office of the purchasing agent, City of Oneida, 109 North Main Street, Oneida, New York, 13421, until 11:00 AM. local time, and there at said time publicly opened and read aloud. **The entire specification booklet shall be intact with any addenda inserted in the front of the books and submitted in an envelope marked "Bid on City Tree Removal & Trimming Services".**

The amount of work cannot be exactly determined. As such bid sheets reflect an estimated quantity of work in order to allow for a comparison of bids. The estimated quantities are representative of annual work actually performed for the City by contractors under previous contracts, but shall not be considered a commitment for the amount of work to actually be performed under this contract. The contract shall be awarded to the responsible bidder submitting the lowest total bid price. All work under this contract will pertain only to trees owned by the City of Oneida, and only work ordered by the City Engineer or his designated representative shall be performed by the contractor.

Questions concerning these contract documents shall be directed via email to Maxwell K. Reese, Civil Engineering Technician: mreese@oneidacityny.gov. Questions via phone will not be accepted, nor responded to.

The CITY is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all material, equipment and supplies sold to the CITY pursuant to this contract. Also exempt from such taxes are purchases by the CONTRACTOR and his subcontractors of (A) Materials, equipment and supplies for use in erecting and improving any real property included in the project, provided that such materials, equipment and supplies are to become an integral component part of such structures, buildings or real property and (B) material, equipment and supplies other than those described in (A) above, to be sold to the owner pursuant to this contract. These taxes are not to be included in the bid.

Each bid must be accompanied by cash, certified check or bid bond in an amount not less than five percent (5%) of the bid amount, the completed bid forms, completed Statement of Surety's Intent, the contractor's arborist certifications, and completed Non-Collusive Bidding Certification form.

Bidders are advised that this contract requires the contractors to pay wages and supplemental benefits pursuant to the NYS Department of Labor Prevailing Wage Schedule contained in this contract document. City of Oneida will strictly enforce those provisions of New York State Labor Law Sections 220 through 223 pertaining, but not limited to: maximum daily\weekly hours constructions workers are permitted to work, payment of prevailing wages, submission of certified payrolls, posting prevailing wage rates at the project site. The successful bidder will be responsible for the acquisition of all submissions pertaining to Labor Law from subcontractors employed in the work.

Bidders are cautioned to read carefully and be able to comply with all requirements of Section 12.17 - Insurance Provisions.

Bidders are advised that a Notice of Surety's Intent to provide a Labor and Material Bond must be included with the bid. Further, the successful bidder will be required to provide a Labor and Material Bond acceptable to the City prior to entering into a contract.

The Common Council of the City of Oneida reserves the right to waive any informalities in the bid and to reject any or all bids not in the best interest of the City of Oneida.

Jessica Kaiser
Purchasing Agent

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SECTION 00011

**INSTRUCTIONS
TO BIDDERS**

Section 00011 - Instructions to Bidders

00011.01 Specification Books to Remain Intact

Bidding sheets are to be returned in the specifications book and all bidding must be on the forms furnished.

00011.02 Bid Security (Last Revised: March 4, 2008)

Each bid for each contract must be accompanied by cash, bid bond, or by a certified check of the bidder payable to the City of Oneida, New York, in an amount not less than five percent (5%) of the amount of the bid. Such cash or certified check will be returned to all except the three lowest bidders on each contract within five (5) days after the formal opening of the bids, and the remaining cash or certified checks will be returned to the three lowest bidders within forty-eight (48) hours after approval by the CITY's attorney of the executed contract, and the insurance and security furnished, or if no contract has been so executed, within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of the bid.

In the event that any bidder submits a bid on more than one contract, a separate certified check or bid bond or amount in cash, in the appropriate amount as specified above, shall be submitted as security with each bid. The submission of only one certified check in an amount sufficient to act as security on two or more bids may render informal any one, or all bids from the bidder.

Where alternate items are included in the bid, the amount of the bid security shall be not less than five percent (5%) of that alternate, or combination alternates that result in the highest bid.

A successful bidder upon his failure or refusal to execute a contract, within fifteen calendar days after he has been notified or the acceptance of his bid, shall forfeit to the CITY as liquidated damages for such failure or refusal the security deposited with his bid.

00011.03 Discrepancies in Bid Amount

Should any discrepancies be found in the contract bid, the bid amount stated in words shall supersede the numerical amount.

00011.04 Sales tax Exemption

The CITY is not subject to tax. CITY will sign exemption certificate when required.

00011.05 Bidders Qualifications

The CITY reserves the right to make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the CITY such information and data for this purpose as may be requested, including, but not limited to, the name, address and telephone number of previous clients. The CITY reserves the right to reject any bid if the evidence submitted by/or the investigation of such bidder is not properly qualified to carry out the obligations of the contract.

Section 00011 - Instructions to Bidders

00011.06 CITYs Right to Waiver Bid Informalities\Reject Bids

The CITY reserves the right to consider informal a bid not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid received. The CITY also reserves the right to reject any and all bids as not being in the best interest of the CITY.

00011.07 Bid Withdrawal

No bidder may withdraw his bid until after forty-five days after the bids are opened, but may withdraw it at any time prior to the scheduled closing time for the reception of bids.

00011.08 Non-Collusion

In submitting this bid, the bidder must declare that he or she is, or they are, the only entity interested in said bid, that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the CITY or any person in the employ of the CITY is directly or indirectly interested in said bid or in any portion of the profits thereof.

00011.10 Contract May Not be Assigned, Conveyed, Transferred or Sublet

The bidder to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, except as provided in section 109, General Municipal Law.

00011.11 Bidder Disqualification

No bid for materials, supplies, equipment, or services may be accepted from or a contract awarded to any person who has defaulted as surety or otherwise upon a contract or obligation to the CITY, or who may be otherwise disqualified under any act of the legislature not inconsistent with the Charter or Code.

00011.12 Cautions to Bidders

Bidders are cautioned that the CITY of Oneida will NOT accept any debris generated (i.e. wood chips, logs, branches, etc.) at its leaf and green waste compost site. Disposal shall be the responsibility of the contractor.

00011.13 Response Form

Receipt Confirmation Form:

Complete the following form and return by e-mail to mreese@oneidacityny.gov upon receipt of Contract Documents. Submission of this form will ensure that any and all addenda regarding this request will be sent to you.

Section 00011 - Instructions to Bidders

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

Email: _____

SECTION 00012

CONDITIONS

OF THE

CONTRACT

00012 - Conditions of the Contract

00012.01 SCOPE

The CONTRACTOR will furnish all labor and equipment necessary for the cutting down of, and disposal of, all the wood, limbs, logs, bark and twigs and chips produced while performing the work specified herein. The Invitation to Bidders shall be considered a part of the specifications.

00012.02 Trees to be Removed

Throughout the duration of the contract, the City Engineer or his representative shall periodically provide a list of trees designated for removal to the CONTRACTOR. At the time of receipt of a notice to proceed, the CONTRACTOR shall remove these trees at the contract price.

The CONTRACTOR shall not drop an entire tree. The tree must be taken down in parts. All parts or limbs must be secured by rope or cable and lowered to the ground. The CONTRACTOR shall then remove all debris generated from the actual removal. This shall include raking and/or broom sweeping the work area.

00012.03 Trimming, Cabling, and other Surgical Work

Throughout the duration of the contract, the City Engineer or his representative shall periodically provide to the CONTRACTOR a list of trees designated for trimming, cabling, or other surgical work. At the time of receipt of a notice to proceed, the CONTRACTOR shall selectively prune, cable or perform any other surgery to the trees as instructed by the City Engineer at the contract price.

All parts or limbs must be secured by rope or cable and lowered to the ground.

00012.04 Spikes

Climbing spikes will not be allowed on any trimming, cabling, or other surgical work. Spikes can be used on removal work.

00012.05 Disposal of Debris

All brush, leaves, branches, chips (except those generated by stump removal), wood, logs and any other debris created by the tree cutting or trimming process shall be removed completely from the site at the CONTRACTOR's expense upon completion of work at that location. **No material or debris generated by this work will be accepted at the CITY's leaf and green waste compost site.** CONTRACTOR is further responsible for disposal according to the laws, codes, rules and regulations of the governmental body having jurisdiction over the location of the disposal site as well as for acquiring any disposal permits required.

00012 - Conditions of the Contract

00012.06 Safety and Protection

The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work and any other persons who may be affected thereby.

The CONTRACTOR shall not allow travel upon any street to be hindered or inconvenienced needlessly. When streets are obstructed, the CONTRACTOR must erect properly worded signs announcing such fact with barricades at the nearest cross streets, upon each side of the obstructed portion so that the public can pass around the same by the shortest and easiest way. The driveways to and from all fire department buildings and those required by all manufacturing plants, industrial establishments and other business concerns for the proper continuance of their commerce shall be kept open and maintained in a passable condition at all times, The CONTRACTOR shall give reasonable notice to the owners of all private driveways before blocking or interfering with them.

The CONTRACTOR shall in person, or by telephone (315-363-1910) notify the City of Oneida Fire Department of any streets which will be obstructed.

The CONTRACTOR alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods.

00012.07 Certified Arborist

The CONTRACTOR must have a Certified Arborist on staff or as a subcontractor with the bid. The certified Arborist will be responsible for inspection and recommendations of proper tree removal or pruning consistent with proper arboricultural processes upon direction of City Engineer or his representative. The certified arborist must be on-site for any tree removal deemed necessary by the City Engineer. The certified arborist must submit a report of findings after every tree inspection as dictated including type of damage, level of public safety hazard, and recommendations for removal or pruning.

00012.08 Utilities

Special precaution shall be observed not to interfere with, or cause damage to, overhead wires. The CONTRACTOR must notify the proper utility companies at least seventy-two (72) hours before work is started adjacent to such utilities. Proof of such notification shall be filed with the City Engineer. Failure to provide such proof shall be cause for an automatic cessation of work. The utilities shall be protected in the manner prescribed by the utility company.

00012 - Conditions of the Contract

00012.09 Replacement of Property

The CONTRACTOR shall replace or restore all pavement, sidewalk, curb, driveway, shrubs, lawns, fences, and any other property either public or private which is damaged as a result of the work of this contract. All such replacement must be made to the satisfaction of the City Engineer and no extra payment shall be made for such work.

00012.10 Work Hours

Unless specifically authorized by the City Engineer, work may only be performed Monday through Saturday between the hours of 7:30 AM and 5:00 PM. No Sunday or Holiday work will be permitted without prior approval of the City Engineer or his designated representative.

00012.12 Commencement, Prosecution and Completion of Work

The CONTRACTOR will be required to commence work on this contract within ten (10) working days after a notice to proceed is issued by the CITY.

The CONTRACTOR must perform the required work diligently and complete the designated removal and/or trimming work within **fifteen (15) calendar days** after receiving a list from the CITY. In so far as is practical, the CITY will attempt to provide lists in lots of five (5) or more trees for either removal or trimming. However, the CONTRACTOR shall remain responsible to pursue the work required with the same due diligence if it becomes necessary for the CITY to issue a list for removal and/or trimming containing less than 5 trees.

Extensions of the completion date(s), for good and valid reasons, may be granted by the City Engineer at his discretion.

00012.12A Penalties

The CONTRACTOR will be charged a "Delayed Work Fee" of **\$300/Day** for directed work that does not occur within timeframes outlined in 00012.12. If "Delayed Work Fee" is not paid by CONTRACTOR before the subsequent invoice CONTRACTOR submits to CITY, then "Delayed Work Fee" will be subtracted from CONTRACTOR invoiced total.

00012.13 Estimated Quantities

The CONTRACTOR agrees that the estimated quantities stated in the bid are only for the purpose of comparing on a uniform basis, the bids offered for the work under the contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids aforesaid; that he will make no claim of any nature against the CITY or Engineer because of a difference between quantities of the various classes of work actually furnished and the said estimated quantities, even though the estimated quantities prove grossly different from the actual, and that the Engineer may without alteration or modification of the contract increase, or omit the amount of any class or portion of the work as may be deemed necessary without any change in price.

00012 - Conditions of the Contract

The CITY warrants, however, that the estimated quantities reflected on the bid forms are representative of contract work performed during a typical year.

00012.14 Payment

The City Engineer shall review the work upon notice of completion from the CONTRACTOR. Payment will be made on all work satisfactorily completed at the specified contract rate.

The City Engineer will advise the CONTRACTOR in writing as to any unsatisfactory items to be corrected before full payment is made. The CITY may withhold from the CONTRACTOR so much of any payment due him as may in the judgment of the City Engineer be necessary to protect the CITY from loss due to defective work or damage not remedied.

The CONTRACTOR shall make an application for payment by completing, and providing to the City Engineer, a City of Oneida payment voucher. Either on the payment voucher, or by invoice attached to the payment voucher, a description of the work performed shall be provided which shall include: the address where the work was performed, the size of the tree if the claim be for a removal, the crew size and number of hours if the claim be for trimming work.

The CITY shall make payment on all work accepted as complete within thirty (30) days after receiving the application for payment.

00012.15 Emergency Work

In cases where tree work is required immediately, the CITY reserves the right to hire another CONTRACTOR to perform the work if the CONTRACTOR is not available within three (3) hours of the time that a need for emergency work has been determined to be required.

00012.16 Indemnification

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless CITY and/or Managing Agent from and against any and all suits, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of Work of the CONTRACTOR, its agents, servants, SUBCONTRACTORS or employees, of any premises or facilities, or part thereof, of the CITY and/or Managing Agent.

This agreement to indemnify specifically includes full indemnity in the event of liability specifically imposed against the CITY and/or Managing Agent and solely by reason of statute, operation of law or otherwise. In the event any negligence or fault is assigned or apportioned to the CITY and/or Managing Agent, this agreement specifically includes partial indemnity of CITY and/or Managing Agent, but limited to any liability imposed over and above that percentage attributed to the CITY and/or Managing Agent.

00012 - Conditions of the Contract

00012.17 Insurance Provisions

The CONTRACTOR and each SUBCONTRACTOR, at its own expense, shall procure and maintain until final acceptance by the CITY of the work covered by the contract, occurrence based insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, for claims which may arise out of or result from the CONTRACTOR's or SUBCONTRACTOR's performance of the work, operations and any other obligations under the contract documents. Such policies of insurance shall be issued by a company or companies rated A- or better by A.M. Best Company, one to which the CITY has no reasonable objection, and licensed to do business in the State of New York, and shall cover all operations under the contract whether performed by the CONTRACTOR or by SUBCONTRACTOR.

Before commencing the work, the CONTRACTOR and each SUBCONTRACTOR shall deliver to the CITY certificates of insurance and endorsements (and other evidence of insurance requested by CITY, for example, policies of insurance and all related endorsements) for each of the kinds of insurance required and endorsements described herein, satisfactory in form to the CITY, showing that the CONTRACTOR and each SUBCONTRACTOR has complied with this section. **All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with these Insurance Provisions will contain a provision or endorsement, and all of the CONTRACTORs' and SUBCONTRACTORs' certificates of insurance shall be delivered with attached endorsements and provisions, that:**

- < name the CITY as an Additional Insured on a primary and non-contributing basis on all of the policies of insurance itemized below;**
- < the General Liability Aggregate applies to this project and to this project only, and to each location of this project;**
- < the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to CITY.**

Note: The CITY will accept an original letter from CONTRACTOR's and SUBCONTRACTOR's Insurance Agency on said Agency's letterhead and executed by an officer thereof, containing the assurances set forth in the sample letter that follows Section 00012.

The CONTRACTOR and SUBCONTRACTOR(s) shall not commence work under this contract until the CONTRACTOR and any SUBCONTRACTORs have obtained the insurance required herein and such insurance has been accepted by the CITY. To the extent that any of the policies of insurance are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the CONTRACTOR's final application for payment

00012 - Conditions of the Contract

The kinds and amounts of insurance are as follows:

A. **LIABILITY AND PROPERTY DAMAGE INSURANCE:** Unless otherwise specifically required, each CONTRACTOR and SUBCONTRACTOR shall provide the following insurance coverage with limits of not less than the Minimum Limits noted below, or as otherwise required by law, whichever shall be greater:

<u>Type of Policy</u>	<u>Minimum Limits</u>
------------------------------	------------------------------

General Liability Insurance, Comprehensive, Occurrence Based, including:

Commercial General Liability_____	\$1,000,000
Bodily Injury and Property Damage Liability:_____	\$1,000,000
General Aggregate_____	\$2,000,000
Premises Operations,_____	\$1,000,000
Including explosion, collapse, and underground operations (X, C and U coverage)	
Products-Completed Operations (Aggregate)_____	\$2,000,000
Personal and Advertising Injury (Employment Exclusion deleted)_____	\$1,000,000
Fire Damage Legal Liability (Each Occurrence)_____	\$1,000,000
Medical Expense (Any One Person)_____	\$ 10,000
Property Damage_____	\$1,000,000
Broad Form including Completed Operations Contractual, including indemnification provisions for CONTRACTOR's obligations.	

The CONTRACTOR shall provide insurance coverage for portions of the work product stored off the site, in transit, and stored on the site but not incorporated into the site as full replacement cost basis without voluntary deductible.

Umbrella/Excess Liability (limits over primary coverage)_____ \$1,000,000

Aggregate_____ \$1,000,000

The Umbrella Form excess liability insurance limit shall be \$1 million (limit over primary coverage) for each occurrence and \$1 million aggregate (limit over primary coverage) for all Contracts.

In addition to, and any other proof of insurance that the CITY may require, upon request of the CITY, CONTRACTOR and SUBCONTRACTOR(s) shall submit true copies of all specified policies, with all endorsements and exclusions thereto. Certificates of Insurance, endorsements and/or policies which are found to be incomplete or not according to form shall be returned as unsatisfactory and proper documents shall then be provided or the CONTRACTOR shall be deemed to be in default. CONTRACTOR shall furnish to the CITY, immediately, copies of any endorsements that are subsequently issued amending coverage or limits. All copies of certificates and correspondence relating thereto shall be directed to the CITY.

00012 - Conditions of the Contract

B. AUTOMOBILE INSURANCE:

Automobile Liability Policy, providing coverage for all claims, Bodily Injury and Property Damage, against the CONTRACTOR, each SUBCONTRACTOR, and the CITY, as a result of work under the contract covering any vehicle, owned and non-owned with limits of not less than \$1,000,000 Each Accident.

C. WORKER'S COMPENSATION INSURANCE (Revised: September 2007):

Insurance certificate for statutory amounts as prescribed by New York State Workers' Compensation Law '57 which reflects the CITY of Oneida as the certificate holder shall be provided by CONTRACTOR and each SUBCONTRACTOR.

Note - ACORD forms are NOT acceptable proof of New York State worker's compensation or disability benefits insurance coverage. The only acceptable forms are:

<u>Form #</u>	<u>Form Title</u>	<u>Issuing Agency</u>
C-105.2 (9-07)	Certificate of NYS Worker's Compensation Insurance Coverage	State of New York Worker's Compensation Board
U-26.3	Certificate of Worker's Compensation Insurance	New York State Insurance Fund "www.nysif.com"
SI-12 (10-03)	Certificate of Worker's Compensation Self - Insurance	State of New York Worker's Compensation Board
GSI-105.2 (2-02)	Certificate of Participation in Worker's Compensation Group Self - Insurance	State of New York Worker's Compensation Board

Samples of the above titled forms follow Section 00012.

00012 - Conditions of the Contract

D. NEW YORK STATE DISABILITY BENEFITS INSURANCE :

Insurance certificate for statutory amounts as prescribed by New York State Workers' Compensation Law '220 (8) which reflects the CITY of Oneida as the certificate holder shall be provided by CONTRACTOR and each SUBCONTRACTOR.

Note - ACORD forms are NOT acceptable proof of New York State worker's compensation or disability benefits insurance coverage. The only acceptable forms are:

<u>Form #</u>	<u>Form Title</u>	<u>Issuing Agency</u>
DB-120.1 (5/06)	Certificate of Disability Benefits Insurance	State of New York Workers' Compensation Board
DB-155 (1/98)	Certificate of Disability Benefits Self-Insurance	State of New York Workers' Compensation Board

Samples of the above titled forms follow Section 00012.

E. DEDUCTIBLES:

CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, SUBCONTRACTORS, or others in the work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, SUBCONTRACTORS, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amount, each may purchase and maintain it at the purchaser's own expense.

The CITY as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the CITY's exercise of this power.

00012.18 Contract Security:

The CONTRACTOR shall within ten (10) days after the receipt of the "NOTICE OF AWARD" furnish the CITY with a labor & material bond [payment bond] in penal sums equal to the amount of the contract price, as security for the faithful performance by the CONTRACTOR of all the undertakings, covenants, terms, conditions, agreements, and obligations under the contract documents, and upon the prompt payment by the CONTRACTOR to all SUBCONTRACTORS, persons or entities supplying labor and materials in the prosecution of the work provided by the contract documents. CONTRACTOR shall furnish such other Bonds as are specifically required by the contract documents, if any.

00012 - Conditions of the Contract

Such bonds shall be in the form prescribed by the contract documents, except as provided otherwise by applicable law or regulation, and shall be executed by the CONTRACTOR and such sureties as are licensed to transact such business in the state of New York and named on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular Number 570 (amended) by the Financial Management Service, Surety Bonds Branch, U.S. Department of Treasury ("Surety Companies Accepted on Federal Bonds"). All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. All Bonds shall remain in effect for at least until one year following the later of final acceptance of the work by the CITY or the date when final payment becomes due, except as provided otherwise by law or regulation. The expense of these bonds shall be borne by the CONTRACTOR.

If at any time a surety of any bond is declared bankrupt, becomes insolvent, or loses its right to do business in the State of New York or is removed from the list of Surety Companies Accepted on Federal Bonds, the CONTRACTOR shall within ten (10) days after notice from the CITY to do so, substitute an acceptable bond (or bonds), in such form and sum and signed by such other surety or sureties as may be satisfactory to the CITY. The premiums on such bond shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the CITY.

00013 - AWARD OF CONTRACT

00013.01 AWARD OF CONTRACT

The award of the Contract will be made to the most responsive, responsible Bidder, who, in the opinion of the CITY, is qualified to perform the Work required and is responsible and reliable.

The award shall be made by the person or body authorized by law to make such awards. Formation of legally binding obligations between the CITY and Bidder (Award) shall occur upon the mailing of written notice of the Award to the successful Bidder.

It is the intention of the CITY that the work will be awarded within 45 calendar days after the opening of Bids to the lowest responsible Bidder or combination of lowest responsible Bidders who's Bids conform to the requirements of the Bidding Contract Documents. Bids may not be withdrawn, altered or revoked during this 45 day period. Even after the expiration of such 45 day period, the CITY may accept a Bid and Award the Work to any Bidder who's Bid has not been unequivocally withdrawn or revoked prior to the mailing of written notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until the CITY receives an unequivocal statement to that effect.

The right is reserved to reject any Bid or all Bids and to waive any informality in any Bid received.

00013.02 ESTIMATED QUANTITIES

By submitting his bid, bidders agrees that he is satisfied with and will at no time dispute the estimated quantities stated in the bid as a proper means of comparing the bids.

SECTION 00014

NEW YORK STATE

BIDDING

PROVISIONS

00014 NEW YORK STATE BIDDING PROVISIONS

00014.01 HOURS, WAGES & SUPPLEMENTS (From NYS Labor Law, Article 8, Section 220)

No laborer, workman or mechanic in the employ of the CONTRACTOR, SUBCONTRACTOR, or other person doing or contracting to do the whole or part of the work contemplated by this contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in the cases of extraordinary emergency, including fire, flood or danger to life or property.

Each laborer, workman or mechanic employed by the CONTRACTOR, SUBCONTRACTOR, or other person about or upon the work under this contract shall be paid no less than the prevailing rate of wages and shall be provided the supplements not less than the prevailing supplements as determined by the fiscal officer pursuant to Article 8 of the Labor Law. The prevailing rate schedule as determined by the fiscal officer follows this section and is a part of this contract. Any person employed at the site of the work in an occupation not listed in the following prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the fiscal officer.

Article 8, Section 220 of the Labor Law as amended provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public works projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; pension or retirement benefits; vacation benefits. When the amount of supplements provided by the employer is less than the total amount of supplements shown on the wage schedule, the difference shall be paid in cash to employees. NYS Labor Law, Article 8, Section 220 of the Labor Law also provides that the supplements to be provided to laborers, workmen and mechanics upon public work "shall be in accordance with the prevailing practices in the locality...." The amount for supplement listed on the prevailing rate schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the fiscal officer may require the CONTRACTOR to provide additional supplements.

The CONTRACTOR shall provide statutory benefits for disability pensions, workmen's compensation, unemployment insurance and social security.

The CONTRACTOR and every SUBCONTRACTOR shall post in a prominent and accessible place on the site of the project, a legible statement of all wage rates and supplements as specified in this contract to be paid or provided as the case may be for the various classes of mechanics, workmen, or laborers employed on the work.

If this contract is in excess of Twenty-Five Thousand Dollars (\$25,000), the CONTRACTOR and every SUBCONTRACTOR who maintains no regular place of business in New York State shall keep on the site of the work original payrolls or transcripts thereof subscribed and affirmed by him as true under the penalty of perjury showing the hours and days worked by each

00014 NEW YORK STATE BIDDING PROVISIONS

workman, laborer, or mechanic, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, on the site of the project.

All other CONTRACTORS or SUBCONTRACTORS shall produce within five days on the site of the work and upon formal order of the fiscal officer or designated representative such original payrolls or transcripts thereof subscribed and affirmed by him as true under the penalty of perjury, as may be deemed necessary to adequately enforce the provisions of Article 8.

All CONTRACTORS and SUBCONTRACTORS shall be required to keep the following records on the site of the work:

- (a) Record of hours worked by each workman, laborer, and mechanic on each day.
- (b) Records of days worked by each workman, laborer and mechanic.
- (c) Schedule of occupation or occupations at which each workman, laborer, and mechanic on the project is employed during each work day and week.
- (d) Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

The CONTRACTOR shall post at conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

00014.02 WORKER PREVAILING WAGE NOTIFICATION REQUIREMENTS **(From NYS Labor Law, Article 8, Section 220, Subdivision 3-a)**

Prevailing wage rate law, Labor Law ' 220, paragraph a of subdivision 3-a. requires:

- (a) CONTRACTORS and SUBCONTRACTORS to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub. In the event that the required information will not be on the pay stub, an accompanying sheet or attachment be used and be attached to the pay stub.
- (b) CONTRACTORS and SUBCONTRACTORS to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the NYS Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. NYSDOL contact information follows:

00014 NEW YORK STATE BIDDING PROVISIONS

NYS Department of Labor
207 Genesee Street - Room 603BOR
Utica, NY 13501
315-793-2314

NYS Department of Labor
333 E. Washington Street - Room 419
Syracuse, NY 13202
315-428-4056

00014.03 CERTIFIED PAYROLLS REQUIRED BEFORE PAYMENT (From NYS Labor Law, Article 8, Section 220, Subdivision 3(d)(iv)).

Certified payrolls shall be provided to the CITY by the CONTRACTOR and all SUBCONTRACTORS that cover the period for which an application for payment is made, before the CITY shall make a payment to the CONTRACTOR for worker performed on the contract.

00014.04 DISCRIMINATION PROHIBITED (From NYS Labor Law, Article 8, Section 220-E)

The CONTRACTOR agrees, in accordance with the applicable provisions of the Labor Law, of the State of New York:

- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, SUBCONTRACTOR, nor any person acting on behalf of such CONTRACTOR or SUBCONTRACTOR, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;
- (b) That no CONTRACTOR, SUBCONTRACTOR, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;
- (c) That there may be deducted from the amount payable to the CONTRACTOR by the state or municipality under this contract a penalty of fifty dollars (\$50,00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

00014 NEW YORK STATE BIDDING PROVISIONS

00014.05 DUST HAZARDS (From NYS LABOR LAW, Article 8, Section 222-A)

- (a) If, in the construction of the work covered by the contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by, the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the CONTRACTOR at his expense.
- (b) The contract shall be void and of no effect unless the CONTRACTOR complies with the provisions of this subdivision of the Contract and NYS Labor Law, Article 8, Section 222-A.

00014.06 REFUSAL TO TESTIFY OR TO SIGN WAIVER OF IMMUNITY OR TO ANSWER RELEVANT QUESTIONS (From NYS General Municipal Law, Article 5-A, Section 103-A & NYS Finance Law, Article 9, Section 139-A)

Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of a witness and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services for a period of five (5) years after such refusal and;
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

00014 NEW YORK STATE BIDDING PROVISIONS

00014.07 NON-COLLUSION CERTIFICATION (From General Municipal Law, Article 5-A, Section 103-D)

Each bidder shall complete the Non-Collusive Bidding Certification attached to the Bid Form.

00014.08 WORKMEN'S COMPENSATION (From General Municipal Law, Section 108)

It is stipulated that the CONTRACTOR and his SUBCONTRACTORS shall at all times during the life of this contract provide adequate Workmen's Compensation at their own cost and expense for their employees engaged in the work. This contract shall be void and of no effect unless the said CONTRACTOR and his SUBCONTRACTORS shall secure compensation for the benefit of, and keep insured during the life of said contract, such employees in compliance with the provisions of the NYS Workmen's Compensation Law.

00014.09 LIEN LAW

The attention of the CONTRACTOR is specifically called to the provisions of the NYS Lien Law of the State of New York, wherein funds received by a CONTRACTOR for a public improvement are declared to constitute trust funds in the hands of such CONTRACTOR to be applied first to the payment of certain claims.

00014.10 SALES AND USE TAX EXEMPTIONS

The CITY is an exempt organization described in subdivision (a) of Section 1116 of the Tax Law of the State of New York. Accordingly, the following transactions, if occurring under this contract, are exempt from the sales and compensating use taxes of the State of New York and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in bids:

- (a) The sale of materials, equipment and supplies to the CITY;
- (b) The sale to the CONTRACTOR or his SUBCONTRACTORS of materials, equipment, and supplies for use in erecting any structure or building included in the project or in adding to, altering or improving any real property included in the project, provided that such materials, equipment & supplies are to become an integral component part of such structure, building or real property (i.e. incorporated in the project).
- (c) The sale to the CONTRACTOR or his subcontracts of materials equipment and supplies to be re-sold to the CITY other than those described in (b) above.

00014 NEW YORK STATE BIDDING PROVISIONS

This project is to be bid, the contract drawn and payments made in such manner that the CITY shall have the full advantage of all available exemptions from sales and compensating use taxes.

The CONTRACTOR, his SUBCONTRACTORS and his material men shall complete New York Sales Tax Form ST120.1 (CONTRACTOR Exempt Purchase Certificate) and shall furnish such certificate to all persons, firms or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above. The CONTRACTOR and his SUBCONTRACTORS shall maintain and keep for a period of six (6) years after the date of final payment for the sale, or, if a claim for sales or compensating use tax is pending or threatened at the end of such six year period, until such claim is finally determined and settled, records which in the judgment of the New York State Department of Taxation and Finance adequately show all such tax exempt materials, equipment and supplies purchased by each.

00015 AFFIRMATIVE ACTION

00015.01 - City of Oneida Affirmative Action Policy

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, political affiliation, physical handicap, or national origin, and that the CONTRACTOR will comply with all provisions of Executive Order 11246.

SECTION 00016

CERTIFIED PAYROLL FORMS

DISPENSATION FOR HOURS

SUB-CONTRACTOR'S AFFIDAVIT

PREVAILING WAGE & SUPPLEMENTS

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated
on the Payroll Records Notification.

NAME OF CONTRACTOR <input type="checkbox"/>		SUBCONTRACTOR <input type="checkbox"/>		ADDRESS																	
FEIN		FOR WEEK ENDING		PROJECT AND LOCATION										PROJECT OR CONTRACTOR NO.							
(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE		(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
					HOURS WORKED EACH DAY										FICA	WITH- HOLDING Tax			OTHER	TOTAL DEDUCTIONS	
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THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date _____

I _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or Subcontractor)

_____, that during the payroll period commencing on the _____

day of _____, 20____, and ending the _____ day of _____ 20____
all persons employed on said project have been paid the full weekly wages earned, that no
rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
indirectly from the full wages earned by any person, other than permissible deductions as
defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
wage rates for laborers, workers, or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that
the classifications set forth therein for each laborer, worker or mechanic conform with the work
he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
of Apprenticeship and Training, United States Department of Labor, or if no such recognized
agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ - In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed
in the above referenced payroll, payments of fringe benefits as listed in the
contract have been or will be made to appropriate programs for the
benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ - Each laborer, worker, or mechanic listed in the above-referenced payroll has been
paid, as indicated on the payroll, an amount not less than the sum of the
applicable basic hourly wage rate plus the amount of the required fringe benefits
as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.



STATE OF NEW YORK
DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
THE GOV. W. AVERELL HARRIMAN
STATE OFFICE BUILDING CAMPUS
ALBANY, N.Y. 12240

FOR OFFICIAL USE ONLY
Control No: _____

APPLICATION FOR DISPENSATION FOR HOURS

Applicant must **COMPLETE BOTH PAGES.** Phone: (518) 457-5589 Fax: (518) 485-1870
A representative of the Department of Jurisdiction (contracting agency) must **COMPLETE CERTIFICATION AT BOTTOM.**

APPLICANT: NAME AND ADDRESS	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	TELEPHONE NO:

Prevailing Rate Case / PRC # COUNTY:
(found on wage schedule)

Project Description:

DESCRIPTION OF LOCATION: (City, town, intersection, street or route, etc.)

NATURE OF PROJECT: (Check one)

- ☐ 1. NEW BUILDING ☐ 2. ADDITION TO EXISTING STRUCTURE ☐ 4. NEW SEWER OR WATERLINE ☐ 6. OTHER RECONSTRUCTION, MAINTENANCE
REPAIR OR ALTERATION
☐ 3. HEAVY AND HIGHWAY CONSTRUCTION (NEW AND REPAIR) ☐ 5. OTHER NEW CONSTRUCTION ☐ 7. DEMOLITION

REASON FOR REQUESTING DISPENSATION:

DISPENSATION REQUIRED: (Complete statement below)

THIS MUST BE SIGNED

Application is made for a period beginning _____ and ending _____ to permit
(DATE) (DATE)
operations _____ hours per day, _____ days per week.

(Date)

(Signature of Contractor or Authorized Representative)

(PRINT NAME AND TITLE)

This Section to be Certified by an Officer of the Department of Jurisdiction

THIS MUST BE SIGNED

IT IS HEREBY CERTIFIED THAT THE ABOVE DESCRIBED PUBLIC WORK PROJECT IS OF AN IMPORTANT NATURE AND THAT A DELAY IN CARRYING IT TO COMPLETION WOULD RESULT IN SERIOUS DISADVANTAGE TO THE PUBLIC.

(DEPARTMENT OF JURISDICTION)

(AUTHORIZED SIGNATURE)

(STREET ADDRESS)

(PRINT NAME AND TITLE)

DATE

(TOWN, CITY, STATE)

(ZIP CODE)

TELEPHONE NO.: ()

COMPLETE AND RETURN

LIST THE JOB CLASSIFICATIONS FOR WHICH THIS DISPENSATION IS REQUESTED AND THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION.

[illegible]

**Subcontractor's Certification of Receiving Schedule(s) of Wages and supplements
in Compliance with the New York State Labor Law, Section 220-a.**

I, _____, as _____ of
(Title or Position)

(Company Name) (Subcontractor), a subcontractor of _____
(Prime) on PRC No. _____, am duly authorized to make this affidavit on behalf of this sub-
contractor, and being duly sworn, depose and say that:

In compliance with the provisions of Section 220-a of the Labor Law, do hereby state verify receipt from
Prime of the original schedule(s) of wages and supplements for this project applicable for the period from
July 1, 20____ through June 30, 20____ for the county(ies) of _____

Furthermore, by these present, I do hereby verify that I have reviewed said schedule(s), and agree for and on
behalf of Subcontractor to pay the applicable prevailing wage and to pay or provide the supplements
specified therein.

VERIFICATION:

Signature

**STATE OF NEW YORK }
COUNTY OF } SS.:**

On the _____ day of _____, 20____, before me personally came _____,

to me known and who, being by me duly sworn, did depose and say that he/she is authorized to execute
the foregoing instrument on behalf of the Prime, has read the foregoing, knows the contents thereof,
knows same is true, and he/she has signed his/her name hereto.

Notary Public

Prevailing Wage and Supplements

The CONTRACTOR shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the CONTRACTOR shall be responsible for obtaining and paying workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at <https://dol.ny.gov/public-work-and-prevailing-wage>. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The NYSDOL prevailing wage rate schedule for this contract has been determined and is available online. The prevailing wage rate schedule may be accessed by visiting the NYSDOL website using the link above, navigating to the prevailing wage section, and entering the Prevailing Rate Case No. (PRC#) 2025001726.

BIDDER'S CHECK LIST

<input type="checkbox"/>	THE ENTIRE BID DOCUMENT IS RETURNED
<input type="checkbox"/>	Section 00020, Bid Sheet - Prices [Page 1] - Completed
<input type="checkbox"/>	Section 00020, Bid Sheet - Equipment [Page 2] - Completed
<input type="checkbox"/>	Section 00021, Bid Form - Completed
<input type="checkbox"/>	Section 00022, Non-Collusive Bidding Certification - Completed
<input type="checkbox"/>	Section 00023, Bid Security - 5% [cash, certified check, bid bond] - Attached
<input type="checkbox"/>	Section 00024, Statement of Surety's Intent - Completed

00020 BID SHEET

2025 TREE REMOVAL & TRIMMING

Page 1 of 2

Payment Item No.	DESCRIPTION	Estimated Quantity	UNIT	Unit or Lump Sum Price in Words	Prices in Figures			
					Unit Prices		Total Amount	
					\$	Cents	\$	Cents
288	Tree Removal							
	Up to 12" DBH	1	each					
	12.1" to 24" DBH	12	each					
	24.1" to 36" DBH	12	each					
	36.1" to 48" DBH	4	each					
	48.1 " and over	2	each					
288A	Tree Trimming							
	2 Person Crew	1	hours					
	3 Person Crew	20	hours					
288B	Cables	1	set					
288C	Mobilization Call Out	1	each					
					TOTAL BID			

PHONE _____ COMPANY _____
 FAX _____ SIGNATURE _____
 E-MAIL _____ PRINTED NAME _____ TITLE _____
 STREET ADDRESS _____
 CITY, STATE & ZIP CODE _____

00020 BID SHEET

LIST EQUIPMENT OWNED BY BIDDER THAT WOULD BE USED WHILE PERFORMING WORK REQUIRED BY THIS CONTRACT

Page 2 of 2

[illegible]

CITY OF ONEIDA, NEW YORK
00021 - BID FORM

TO THE COMMON COUNCIL:

The undersigned declares that _____ is/are the only person(s) interested in this bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair, and without collusion or fraud; and that no member of the Common Council or other officer of the City of Oneida or any person in the employ of said City is directly or indirectly interested in this bid, or in the supplies or works to which it relates or in any portion of the profits thereof.

The undersigned also declares that _____ has/have carefully examined the specifications therein referred to, which are on file in the office of the City Engineer and will provide all necessary machinery, tools, apparatus, and other means for construction and also do all the work and furnish all the materials called for by the City Engineer for the sums stated on the bid form(s) at Section 00020.

And _____ shall commence work within 10 days
Contractor
after following a notice to proceed, and will progress therewith to its completion within 15 calendar days, in accordance with the terms of the contract.

Accompanying this bid is cash, a certified check or bid bond for: \$_____ five percent (5%) of the bid price for the Base Project which shall become the property of the City of Oneida, if in case this proposal shall be accepted by said City through its Common Council, the undersigned shall fail to execute a contract with a performance bond to said City according to the requirements of the Information for Bidders; otherwise the said check is to be returned to the undersigned as stated in the Information for Bidders.

[Name of Individual, Partnership, Company, Corporation]

Signature

Printed Name

Title

P.O. Address: _____

Telephone # _____

FAX# _____

e-mail _____

Date: _____

Federal Tax ID # _____

00022 - NON-COLLUSIVE BIDDING CERTIFICATION

(See General Municipal Law Section 103-d)

By submission of this bid, the Bidder and each person signing on behalf of the Bidder, certify under penalty of perjury that to the best of knowledge and belief:

1. The prices in this bid, have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and;
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

The foregoing statement is affirmed as true under penalty of perjury.

NAME: _____

TITLE: _____

DATE: _____ FOR THE BIDDER: _____

Signature

FEDERAL EMPLOYER
IDENTIFICATION NUMBER: _____

(Corporate Seal, if any)
If no seal write-
"No Seal" across this
place and sign)

(This Form Must Be Completed Prior To Submission Of The Bid)

00023 - BID SECURITY

(5% of Bid Amount)

(Attach Here)

00024 - STATEMENT OF SURETY'S INTENT

To: City of Oneida Common Council (Owner)

We have reviewed the proposal of: _____
(Contractor)

of: _____
(Address)

for: _____
2025 City Tree Services Contract
(Project)

Proposal for which will be received on: _____
(Date)

and wish to advise that should this proposal of the CONTRACTOR be accepted and the contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the CONTRACTOR.

Any arrangement for the bonds required by the contract is a matter between the contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate Seal if any. If
no seal, write, "No Seal"
across this place & sign).

(This completed form must accompany the submission of the bid\proposal)

SECTIONS 00110 - 00131

CONTRACT

FORMS

00110 Agreement

This Agreement, in three (3) copies, made and entered into this ____ day of March, 2025, by and between the CITY OF ONEIDA, 109 North Main Street, Oneida, New York 13421, hereinafter designated as the CITY, and _____, hereinafter designated as the CONTRACTOR.

W I T N E S S E T H :

That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the CITY for itself and its successors and the CONTRACTOR for itself, himself, or administrators and assigns as follows:

Article 1.

Under this Agreement and Contract the CONTRACTOR shall perform Tree Trimming & Removal thru December 31, 2025. Mutually agreed-upon extension would extend through December 31, 2026.

Article 2.

In consideration of the payments to be made as hereinafter provided, and of the performance by the CITY of all of the matters and things to be performed by the CITY and herein provided; the CONTRACTOR agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good substantial workmanlike and approved manner, the work described under Article I hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the Engineer made in accordance with this Contract.

Article 3.

The CITY agrees to pay and the CONTRACTOR agrees to accept as full compensation for all work done, and materials, equipment and supplies furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided and for maintaining the work in good condition until the final payment is made, the prices stipulated in the bid hereto attached.

Article 4.

- [a] The CONTRACTOR will carry all necessary insurance and bonds as set forth in these contract documents including the insurance described in the Bid Information, and will provide proof of such coverage to the CITY as there required before commencing work. Such insurance coverage shall indemnify and save harmless the CITY from all suits, claims or demands on account of the injuries or damages to person or property arising out of the performance of the work called for in this contract.

00110 Agreement

- [b] The CONTRACTOR and his subcontractors shall comply with the Worker's Compensation Law and shall provide compensation insurance to protect the CONTRACTOR, his subcontractors and the CITY from and against any and all Worker's Compensation claims arising from performance of the work under this contract.
- [c] Endorsements, certificates of insurance or policies and all required bonds shall be approved as to form and sufficiency by the City Attorney prior to work being commenced.

Article 5.

The CONTRACTOR hereby agrees to accept full responsibility for his conclusions relative to the nature and probable difficulties of the work, where applicable, due to underground composition or other factor by which actual conditions are not readily visible or ascertainable; the CONTRACTOR represents it is not relying upon any representations, if any, of the CITY, its agents and employees, whatsoever in this regard. The CONTRACTOR acknowledges that it has conducted an adequate and careful inspection of the work site.

Article 6.

The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents or Contract; Advertisement; Information for Bidders; Conditions of the Contract, Award of Contract, NYS Bidding Provisions, Affirmative Action, NYS Department of Labor Requirements, Bid; Agreement; Measurement for Payment and all interpretations of or addenda to the Contract Documents issued by the CITY or the Engineer with the approval of the CITY (collectively known and referred to as the "Contract Documents").

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 7.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the CITY may make use of any of all remedies provided in his behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 8.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York, and any litigation brought by CONTRACTOR based on or arising out of this Agreement shall be brought in the Supreme Court of Madison County, in the State of New York.

00110 Agreement

Article 9.

The CONTRACTOR agrees:

- [a] He hereby voluntarily and irrevocable submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- [b] Any legal process or notice connected with any litigation may be served on the CONTRACTOR by United States registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR's last known address, and that service in such manner shall constitute good and valid service of process upon the CONTRACTOR.
- [c] The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph [b] immediately above, invalid service of process, and that he will duly enter CONTRACTOR appearance in any such action.
- [d] This Contract may be presented in court as conclusive evidence of the foregoing agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

SEAL

BY: MAYOR
CITY OF ONEIDA, NEW YORK

SEAL

BY:

00111 - NOTARY

(Acknowledgment of Officer or Owner)

STATE OF NEW YORK :
COUNTY OF MADISON : ss.:

On this _____ day of _____, 2025 before me personally came _____,
Mayor City of Oneida, to me personally known and known to me to be the same person who
executed the foregoing Contract as such official, and that said he duly acknowledged to me that he
executed the same pursuant to the power and authority vested in him by THE CITY OF ONEIDA
COMMON COUNCIL and that said signature is so affixed pursuant to authority vested in him.

Notary Public

=====

(Acknowledgment of Contractor, if a Corporation)

STATE OF NEW YORK :
COUNTY OF _____ : ss.:

On this _____ day of _____, 2025 before me personally came and appeared
_____ to me known, who, being by me duly
sworn, did depose and say that he resides at _____
that he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he knows the seal
of said corporation, that one of the seals affixed to said instrument is such seal; that it was so
affixed by order of the directors of said corporation; and that he signed his name thereto by like
order.

Notary Public

00111 - NOTARY

(Acknowledgment of Contractor, If a Partnership)

STATE OF : ss.:

COUNTY OF :

On this ____ day of _____, 2025, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledges to me that he executed the same as and for the act and deed of said firm.

Notary Public

=====

(Acknowledgment of Contractor, If an Individual)

STATE OF NEW YORK : ss.:

COUNTY OF MADISON :

On this ____ day of _____, 2025 before me personally came and appeared _____, Owner of _____, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

00120

CERTIFICATE

OF

LIABILITY

INSURANCE

(ATTACH HERE)

00121

CERTIFICATE

OF

WORKERS' COMPENSATION

INSURANCE

(ATTACH HERE)

(Note ACORD Form is no longer an acceptable proof of insurance)

00122

CERTIFICATE

OF

NEW YORK

DISABILITY BENEFITS

INSURANCE

(ATTACH HERE)

00123

CERTIFICATION

OF

PROFESSIONAL

ARBORIST

(ATTACH HERE)

00131

LABOR AND MATERIALS BOND

(ATTACH HERE)

SECTION 00288

MEASUREMENT

FOR

PAYMENT

MEASUREMENT FOR PAYMENT

00288 - Unit Price, Tree Removal

Included: Provided all labor, equipment, material and/or supplies for:

- Cutting down trees as directed by the City Engineer or his designated representative
- Leave residual stumps left by tree removal, maximum 6" height above surrounding grade.
- Clean-up and disposal of all wood chips, bark, branches, limbs, logs and/or roots

Measurement of Payment:

Payment for this item will be made at the unit price for each tree removed and at the actual diameter of the tree measured at breast height.

MEASUREMENT FOR PAYMENT

00288A - Unit Price, Tree Trimming

Included: Provided all labor, equipment, material and/or supplies for:

- Trimming trees as designated by the City Engineer or designated representative
- Clean-up and disposal of all wood chips, bark, branches, limbs, and/or logs.

Measurement of Payment:

Payment for this item will be made at the unit price for the number of hours by crew size engaged in tree trimming work. The number of hours shall be measured to the nearest quarter.

Payment will only be authorized for actual time spent on tree trimming and clean-up at each individual site. No payment is authorized for mobilization, demobilization, travel time between sites, transportation of debris for disposal.

No additional payment is authorized for crew size exceeding three workers.

MEASUREMENT FOR PAYMENT

00288B - Unit Price, Cables

Included: Provided all labor, equipment, material and/or supplies for:

- Installing tree cables as approved by the City Engineer or designated representative

Measurement of Payment:

Payment for this item will be made at the unit price for each set of tree cables installed.

MEASUREMENT FOR PAYMENT

00288C - Unit Price, Mobilization Call Out

Included: Provided all labor, equipment, material and/or supplies for:

- Response to emergency requests by the City Engineer or his designated representative for the removal or tree trimming outside the work hours prescribed by the Contract.
- Response required within 3 hours of request, 24 hours a day, 7 days a week.

Measurement of Payment:

Payment for this item will be made at the unit price for each emergency call out request by the City Engineer or his designated representative.

Payment under this item is only due when specifically requested by the City Engineer or designated representative.