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VILLAGE OF HOMER  
CORTLAND COUNTY, NEW YORK

Contract #2019-03  
Tree Planting Request for Proposals

**Bid Deadline: 11:00 a.m., Tuesday, March 12, 2019**



Proposals are due to:

Dan Egnor, Village Clerk  
31 North Main Street  
Homer, NY 13077

Phone: 607-794-3322/Fax 749-749-2042 E-Mail: [degnor@homerny.org](mailto:degnor@homerny.org)

Village of Homer, NY  
#2019-02—Tree Planting

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Table of Contents:

Section	Page No.
A. Notice to Bidders .....	2
B. Instructions to Bidders .....	2-5
C. Declarations .....	5-8
D. Bid Proposal Form .....	9-11
E. Non-Collusive Bidding Certification & Resolution .....	11-12
F. Equal Employment Opportunity Certification .....	12-14
G. Agreement.....	14-16
H. Insurance .....	17-19
I. General Conditions .....	20-21
J. Terms of Payment .....	21
<b>Section A</b>	

**Notice to Bidders**  
Village of Homer, NY

A Request For sealed Bids is made for the following work:

Contract #2019-03—Planting. Trees will be planted 25' from center of given road to roadside on each side.

Bids will be received at the Village Clerk's Office, 31 North Main Street, Homer, NY 13077, until 11:00 a.m. E.S.T. on Tuesday, March 12, 2019 when bids will be publicly opened and read aloud. No proposals will be accepted after the deadline.

Work consists of the following:

Part 1. Planting. Trees will be planted 25' from center of given road to roadside on each side.

Bidders are responsible for Maintenance and Protection of Traffic for each item above.

Sealed bids shall be accepted on the complete proposal package or on any partial activity.

Bids shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village of Homer, 31 North Main Street, Homer, New York, 13077, and endorsed, "Contract #2019-03 – Tree Planting.

No bid deposit or security is required as a condition of this request.

The Village of Homer reserves the right to reject any and all Items bid, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Village to do so.

Dated: Thursday, February 14, 2019

Village of Homer, New York  
Dan Egnor, Village Clerk

### **Section B Instructions to Bidders**

**1. Documents:**

Complete sets of Bidding Documents will be issued for bidding purposes as stated in the Notice to Bidders. A complete set of documents consists of the following: 1. A copy of these specifications and requirements; and

2. Addenda (if any).

Bidder is responsible for examining the site(s) and familiarizing him/herself with the conditions of the work locations prior to the submission of a bid.

**2. Proposals:**

To be considered, Proposals must comply with these Instructions to Bidders. All bids must be submitted on the enclosed Bid Documents, such forms as are set forth in Section D. All blank spaces for bid prices must be completed in words and in figures either typed or written in ink.

Proposals that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or irregularities of any kind, may constitute adequate cause to reject the bid(s). In case of any discrepancy between words and figures in prices set forth in the Proposal, the price in words shall be paramount. All bids must be submitted in sealed envelopes addressed as follows:

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Attention: Dan Egnor, Village Clerk  
31 North Main Street  
Homer, New York, 13077

Each Bid must include Bidder's name and address, be signed with the name typed or printed below the signature, and Corporate Seal (if applicable) affixed under the Bidder's name. Bids telephoned or faxed in will not be accepted. Bidders may bid on all activities of the project or specific ones. Proposed costs for each activity need to be detailed.

**Qualifications of Bidders:**

The Village of Homer may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Village reserves the right to reject any bid if the evidence submitted by a Bidder or the investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time frame designated.

Fraudulent statements shall cause rejection of Proposal(s) and forfeiture of the related bid security.

Bidders must be certified to work around/ with power lines.

**3. Conditions of Work:**

Each Bidder must inform himself fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidder's attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site.

Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Contract Specifications and Requirements and all other expenses incidental thereto per activity. Local and State sales taxes shall not be included in this bid, since the Village of Homer is a tax exempt entity.

**4. Progress of Work:**

As far as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties, and shall be maintained insofar as possible.

**5. Addenda and Interpretation:**

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Every request for information or interpretation of Bidding Documents and/or Specifications and Requirements must be addressed in writing to Dan Egnor, Village Clerk, 31 North Main Street, Homer, New York, 13077, and to be given any consideration must be received in writing by 5:00 p.m. on Friday, March 1, 2019. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed or faxed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Reception of Addenda shall be noted on the Bid Form.

**6. Insurance Required:**

The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in Section I.

- a. Workmen's Compensation;
- b. Public Liability;
- c. Automotive -- (each Vehicle insured for Public Liability and Property Damage);
- d. Owners and Contractor's Protective Liability;
- e. Property Damage; and
- f. Unemployment Insurance.

A Hold Harmless Agreement is also attached hereto and made a part of this contract.

**8. Form of Agreement:**

The form of the agreement is included in these documents in Section G.

**9. Award:**

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the New York State General Municipal Law. The Village of Homer reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Village further reserves the right to reject any or all bids.

**10. Sales Tax Exemption:**

Under Chapter 513 of 1974 of the Laws of New York State all materials and supplies sold to a Contractor for use as an integral, component part of a structure, building or real property owned by an exempt organization, such as the Village of Homer, are exempt from the payment of New York State Sales or Compensatory Use Taxes. The Contractor shall not include any amount in his bid price to cover sales taxes for the above items.

**11. Required Submissions:**

Prior to award the successful bidder will be required to meet the following requirements:

a. **Incorporation Certificate:**

The successful bidder, if his business is not registered in New York State, must provide the Village with a certificate issued by the New York State Secretary of State, stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it is required that the entity's certificate of doing business be provided (which should be on file in the County Clerk's Office).

This also holds true in the case of joint ventures, which would be required to disclose the underlying entities of the joint venture and to supply the requisite certificates of doing business for each such entity.

b. **No-Conflict Statement:**

A Statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Village, or a relative of an officer or employee of the Village. If such an officer, director or stockholder exists, full disclosure to the Village of their name(s) and relationship(s) is required.

**12. Affirmative Action Requirements:**

All bidders shall complete and submit the certification form contained in Section F, Affirmative Action Requirements, Equal Employment Opportunity, indicating that they will comply with the provisions of all applicable Federal, State and Local equal opportunity requirements.

**Section C  
Declarations**

Tree Planting  
Village of Homer  
Cortland County, New York

Bid Submitted by: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

To: The Village of Homer  
Village Clerk Offices  
31 North Main Street  
Homer, New York 13077

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders, the Specifications and Requirements for the above entitled matter and work, and have examined the site(s).
2. I/We do hereby offer and agree to furnish all labor and materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the related requirements. I/We will furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all terms, conditions, provisions and covenants necessary to complete the work according to the Specifications and Requirements therefore within two (2) weeks after the contract is awarded by the Village. If I/We fail to execute said contract within said period of time, the Village of Homer shall have the power to rescind the award and award the bid and contract to the next lowest responsible bidder.
5. I/We declare and agree to commence work within five (5) days after execution of the Contract and to complete the work fully and in every respect on or before the time specified in said Contract and do authorize the Village, in case of failure to complete the work within the specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.
6. I/We agree that the Village of Homer reserves the right to select any one, a combination of, or all of the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.

Section C: Declarations (Continued)

7. I/We hereby affirm that by submission of this Bid, each bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its organization, under the penalty of perjury, that to the best of knowledge and belief:
  - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting

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- competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- (b) unless otherwise required by law, the prices which have been quoted in this 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
  - (c) no attempt has been made or will be made by the Bidder to induce any person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
  - (d) no member of the Village Board, or officer, or employee of the Village of Homer, or person whose salary is payable in whole or in part by the Village is or shall become interested as a contracting party, partner, stockholder, surety, or otherwise, in this Bid or in the performance of this Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
8. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the Bid-opening deadline and that within said period of forty five (45) days the Village of Homer will accept or reject this proposal, or this period may be extended upon mutual agreement.
  9. I/We declare that if this is a Corporate Bid I/We have been duly authorized to act as the Signatory on this proposal on behalf of this Corporation.
  10. I/We affirm, under penalty of perjury, that all statements in this proposal are true and correct.
  11. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work.
  12. I/We hereby agree that upon award of the bid, Contractor shall supply the Village of Homer with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section I).
  13. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.
  14. All listed work, if applicable, shall be completed within sixty (60) calendar days from commencement of work. Additional items added, per unit prices, must be completed within thirty (30) calendar days of a written order from the Village of Homer. Signatures and Execution – next page.

(Section C continued on next page)

Legal Name of Bidder, Partner or Corporate Officer:

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By: \_\_\_\_\_

Corporate Seal  
(if incorporated)

Bidder Acknowledges receipt of Addenda as follows:

Addendum 1: Signature \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Addendum 2: Signature  
Addendum 3: Signature  
Addendum 4: Signature

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**Section D**  
**Bid Proposal Form**

Village Clerk  
31 North Main Street  
Homer, NY 13077

Dear Sir:

We propose to provide the items of work in accordance with the specifications and requirements. The Village Administrator will have final say in determining the location of all work to be performed as follows:

Part 1. Per-Tree Planting. Trees will be planted 25' from center of given road to roadside on each side.

Bidders are responsible for Maintenance and Protection of Traffic for each item above.

**Part 1.**

**Per-Tree**

1. 0" to 4"      \$ \_\_\_\_\_

The Village of Homer has the right to add or delete the above quantities for additions or deletions of labor and materials and may select or reject certain items, based upon Unit and/or Item prices bid.

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

Firm/Business Name: \_\_\_\_\_

Address (Street/City/Zip): \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**Notes:**

The Village of Homer reserves the right to reject any and all Items bid, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if in the Village's best interest.

**Section E  
Non-Collusive Bidding Certification**

In accordance with Section 103-d of the New York State General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof or to a fire district or any agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed to by the bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any Bidder or to any competitor.

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as the person signing in Bidder's behalf.

C. That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signer of this bid or proposal in behalf of the corporate bidder.

Note: Form of Resolution on next page.

#### RESOLUTION

BE IT RESOLVED that \_\_\_\_\_

(Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the project entitled:

Contract #2019-03—Planting

Authorize purchase of trees, up to four inches and approximately three year's old. Trees will be chosen from red maple, flowering cherry, oak and red oak.

It shall be Contractor's responsibility to notify any utilities to clear obstructed branches from utility lines, and to coordinate with the Homer Public Works Department and Police Department for any and all traffic control, which shall be augmented by Contractor's employees. The Contractor shall also be responsible for any necessary traffic control.

Contractor will include in such bid or proposal the certificate as to non-collusion required by section One Hundred and Three d (103-d) of the New York State General Municipal Law as the act and deed of the corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by:

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(Name of Corporation)  
at a meeting of the Board of Directors held on the \_\_\_\_\_  
(Date)

(Corporate Seal)

Secretary  X  \_\_\_\_\_

Name and Title: \_\_\_\_\_

Laws of New York State, 1965  
Chapter 751, Section 103-d, as amended effective  
September 1, 1966.

**Section F**  
**Equal Employment Opportunity Certification**

Instructions This certification is required pursuant to Executive Order 11245 (30 F.R. 1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification of Bidder by

\_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Corp. Name: \_\_\_\_\_

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

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

\_\_\_\_\_ Yes \_\_\_\_\_ No  
(if answer is yes, identify the most recent contract).

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2. Compliance reports were required to be filed in connection with such contract or subcontract.

\_\_\_\_\_ Yes \_\_\_\_\_ No  
(if answer is yes, identify the most recent contract).

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3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

\_\_\_\_\_ Yes \_\_\_\_\_ No

4. If answer to item #3 is NO, please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

Signature: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

**Section G  
Agreement**

Contract #2019-03—Planting  
Village of Homer  
Cortland County, New York

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ (month), 2019, by and between:

\* Strike out the two terms that do not apply.

Corporation organized and existing under the laws of the state of \_\_\_\_\_

Partnership consisting of \_\_\_\_\_

Individual trading as \_\_\_\_\_

Hereinafter called "The Contractor" and the Village of Homer, NY, hereinafter called "The Village."

WITNESSETH, that The Contractor and The Village for the consideration stated herein mutually agree as follows:

**Article 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, numbered and entitled,

Contract #2019-03-- Tree Planting

**Article 2. The Contract Price**

The Village will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the stated unit prices stipulated in the Bid for the respective items of work completed subject to additions and deductions as provided in the section on changes in the work in the General Conditions.

**Article 3. Contract Documents**

The Contract Documents shall consist of the following (including their attachments and exhibits, not in any particular order):

- Notice to Bidders;
- Instructions to Bidders;
- Declarations;
- Bid Proposal;
- Addenda (if any);
- Non-Collusive Bidding Certification & Resolution;
- Equal Employment Opportunity Certification;
- This Agreement;
- Certificate(s) of Insurance and Hold Harmless Agreement;
- General Conditions; and
- Signed copy of Bid, with all attachments required for bidding.

**Article 4. Term**

The general term of this contract is not to exceed one year, stated as March 15, 2019 through March 14, 2020. A one year extension may be granted if requested by December 31, 2019 and approved before February 13, 2020.

This Agreement, together with the other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the Contractor and the Village. In the event that any provision in

any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day and year first above written.

(Contractor's Signature) \_\_\_\_\_

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

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

(Notarize on next page)

(Administrator's Signature) \_\_\_\_\_

Dan Egnor, Village Clerk

(Notarize on next page)

STATE OF NEW YORK        }  
COUNTY OF CORTLAND    }  
VILLAGE OF HOMER        }

\_\_\_\_\_, 2019, before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say that he resides at

\_\_\_\_\_, that he is

(Title) \_\_\_\_\_ acting on behalf of the corporation described herein and executed the foregoing instrument: that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Notary Public: \_\_\_\_\_

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

, 2019



STATE OF NEW YORK            }  
COUNTY OF CORTLAND        }  
VILLAGE OF HOMER            }

\_\_\_\_\_, 2019, before me personally came \_\_\_\_\_

to me known, who, being by me duly sworn, did depose and say that he is the Village Clerk of the Village of Homer, New York, the municipal corporation described herein, and which executed the foregoing instrument: that he knows the seal of said Village; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Trustees of the said Village (resolution attached); and that he signed his name thereto by like order.

Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_, 2019

**Section H  
Insurance**

1. The Contractor, prior to signing of the contract, shall provide to the **Village of Homer** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a. **Workmen's Compensation.** The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
  - b. **General Liability Insurance** with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverages:

(1) Operations;

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- (2) Any deductibles shall not be the liability of the **Village of Homer, New York**
- c. Automobile Liability Insurance with a single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverages for:
- (1) Owned automobiles;
  - (2) Hired automobiles; (3) Non-owned automobiles.
- d. Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that **Village of Homer** is not responsible for premium.
- e. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the **Village of Homer**.
- f. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractors and his subcontractors assessed against the Owner under the authority of said law.
2. All policies and certificates of the Contractor shall contain clauses as follows:
- a. The insurance companies issuing the policy or policies shall have no recourse against the **Village of Homer, NY** for payment of any premiums or for assessments under any form of policy.
  - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
  - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to Village Administrator, Village of Homer, 31 North Main Street, Homer, NY, 13077 by registered mail, return receipt requested.
3. All property losses shall be made payable to and adjusted with the Village of Homer, NY.
4. All policies of insurance shall be acceptable to and approved by the Village Attorney prior to the inception of any work.

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5. Other coverages may be required by the Village of Homer, NY based on specific needs.
  6. If, at any time, any of the said policies shall be or become unsatisfactory to the **Village of Homer, NY**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Village of Homer**, the Contractor shall promptly obtain a new policy, submit the same to the **Village Clerk's Office** for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the **Village of Homer, NY**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
  7. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the contractor shall furnish such additional security covering such claims.
  8. The Contractor agrees to protect, defend, indemnify and hold the **Village of Homer, NY**, and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials and workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the **Village of Homer, NY** for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the **Village** or its employees.

9. The Contractor agrees to be available 24 hours a day in case of storm damage from weather including, but not limited to, wind, rain, snow, flooding or other weather related issues. The Contractor also agrees to be available 24 hours in case of an accident involving a tree.

## **Section I General Conditions**

### **1: Notification & Scheduling:**

Notify the Village of Homer at least two (2) business days prior to commencing work. Schedule all work in a careful manner with all necessary consideration for neighbors and the public, being mindful of the provisions of the Code of the Village of Homer. Work shall not begin before 8 a.m. and shall cease at hours later than 6 p.m., unless otherwise authorized in writing from the Village of Homer.

### **2: Hours of Work:**

Work affecting traffic flow shall be limited to between the hours 9:00 a.m. and 4:00 p.m. Monday thru Saturday unless otherwise approved by the Village, such as in declared emergency situations.

### **3: Site(s) Inspection:**

Site Inspection -- Prior to all work, carefully inspect the entire site and all objects designated to be removed.

### **4: Protection of Utilities:**

It is the Contractor's responsibility to determine the exact location of and preserve in good operating condition all active utilities traversing the sites. In case of any damage or injury caused in performance of the work, Contractor shall, at his own expense, make good on or repair such damage or injury to the satisfaction of and without cost to the Village. Existing roads, sidewalks and curbs damaged during the project work shall be repaired or replaced to their original condition before the completion of operations.

### **5: Protection of Structures:**

Any walls, curbs, sidewalks or adjacent structures should be given particular attention and care to prevent damage and/or destruction.

### **6: Quality Assurance:**

Contractor shall provide at least one person who shall be present at all times during operations who shall be thoroughly familiar with the procedures involved and who shall direct and coordinate the operation.

### **7: Job Conditions/Maintenance and Protection of Traffic:**

Use all necessary means to protect objects and structures that will remain. Provide, erect and maintain all barriers, warning signs, flag-men and other items as required for the proper protection of the workmen engaged in demolition operations, the public, and any other related work taking place. Protect all public and private property adjacent to and on the job-site.

**Section J  
Terms of Payment**

Payment shall be made based on work performed and on receipt by the Village of Contractor's invoice(s).

Payment(s) will be made on the basis of trees completed and billed, with a sign-off by the Public Works General Foreman for work completed, with authorization by the Village Administrator.

No payment shall be made for work not done.

Payment will be for actual work completed, based on unit prices bid, and will be for totals agreed upon between the Village and the Contractor, based on unit prices.

Payment will be made by the village no later than thirty (30) days after the date of receipt of any invoice by the village, unless there is any dispute as to a particular item. In the case of any dispute, the Village must put the contractor on written notice to hold payment on that item, with the item(s)/unit(s) listed, and that item/unit, or those items/units, will be removed from the bill and held for review until resolved.

Invoices shall be submitted within one hundred eighty (180) days from when the work occurred. Work must have occurred by the end of the term of this contract, which is established as March 14, 2020.