

**PUBLIC NOTICE
INVITATION TO BIDDERS
VILLAGE OF OYSTER BAY COVE**

PLEASE TAKE NOTICE that sealed bids will be received at the office of Humes & Wagner, LLP, the Attorneys for the Village of Oyster Bay Cove, at 147 Forest Avenue, Locust Valley, New York 11560 until 11:00 A.M. on Wednesday, September 23, 2020, and then and there publicly opened and read aloud and the following contract awarded as soon after as practicable.

Sand/Salt and removal of snow from all roads owned and maintained by the Village for the winter season (period November 1, 2020 thru and including March 31, 2022)

The above contract bid will be accepted for a **two, three, four or five year period** as determined by the Board of Trustees.

Instructions to bidders, proposal sheets and form of contract may be obtained at the aforesaid office of the Attorneys at all reasonable hours of the usual business days until the time of the bid opening, or may be found on the Village website: www.oysterbaycove.net.

Each **bid** must be **accompanied by a certified check or bid bond** in the amount of **\$500** made payable to the Incorporated Village of Oyster Bay Cove as assurance that the bid is made in good faith **and** also a **statement of non-collusion** as required by Section 103d of the General Municipal Law.

The successful bidder shall be required to furnish liability insurance, property damage insurance and Worker's Compensation insurance with the Village as a named insured.

The Board of Trustees reserves the right to select the bid, the acceptance of which in its judgment will best serve the efficient performance and guaranteed completion of the work, to waive any informality in any bid, and to reject any and all bids presented, or to award the contract to someone other than the low bidder, if in the opinion of the Board, the best interest of the Village may be served thereby.

BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF OYSTER BAY COVE
Joanne Casale
Village Clerk

Dated: September 9, 2020

VILLAGE OF OYSTER BAY COVE

SNOW PLOWING – SANDING CONTRACT INSTRUCTION TO BIDDER

Sand, salt (ratio 1 part sand to 1 part salt) and plow snow from individual roads owned and maintained by the Village of Oyster Bay Cove as follows:

- McCoun's Lane (Berry Hill Road to Grace Lane)
- Sandy Hill Road (Berry Hill Road to Cove Road)
- Yellow Cote Road (Cove Road to Route 25A)
- Police Station - Upper & Lower Parking Lot (Corner of Berry Hill Road and Route 25A)
- Steamboat Landing (1/10 of mile, dead end to Cove Road)
- Landing Road (Village recreation area off Cove Road)

EACH BIDDER MUST:

- A. Complete and file a fully executed bid proposal form with all attachments.
- B. List and describe the type of equipment available.
 - Equipment listed must be available for Village inspection and comply with minimum standards as required in the attached form of contract.
- C. Submit an executed Certificate of Non-Collusive Bidding – must accompany every bid proposal.
- D. Submit a certified check or bid bond in the amount of \$500 payable to the Incorporated Village of Oyster Bay Cove as assurance that the bid is made in good faith – must accompany each bid.
- E. Bid proposal must be delivered to the Village Attorney's office, Humes & Wagner, LLP, 147 Forest Avenue, Locust Valley, NY 115560, before the time specified in the notice of invitation to Bidders.
- F. Bidder must demonstrate at least five years experience in the business of snow plowing. Bidder must maintain a location for the equipment to be used in performance of the contract which is within eight miles of the Village. See form entitled "*Qualifications of Bidders*", which must be completely filled in by all contractors submitting Bids.
- G. Provide legal storage facilities on the contractor's premises to accommodate a minimum of 30 cubic yards of sand with salt. Contractor's yard must be located within eight (8) miles of the Village. All equipment to be used in the performance of this contract shall be maintained at the said yard location.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO:

- A. Execute the attached form of contract.
 - The Village reserves the option to award a two year contract with the option for the third, fourth and fifth year of the contract.
- B. File the following insurance certificates with the Village:
 - (1) CERTIFICATE OF WORKERS' COMPENSATION.
 - (2) CERTIFICATE OF PUBLIC LIABILITY AND PROPERTY DAMAGE POLICY.
 - (3) SEPARATE INSURANCE POLICY "*PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE*"

(4) CERTIFICATE OF AUTOMOBILE LIABILITY

- Certificate of Workers Compensation must adhere to the statutory New York benefits.
- Policies (2), (3) and (4) must be written in amounts of \$1,000,000/2,000,000 for bodily injury and \$250,000/500,000 for property damage.
- All policies must name the Village as named insured and have an endorsement providing that the Village receive ten (10) days notice of written cancellation for any reason whatsoever.

- C. Submit a performance bond in the amount of \$2,500 to insure the faithful performance of the terms of the contract. The Village may, at its discretion, waive or modify the amount of the bond.

**VILLAGE OF OYSTER BAY COVE
SHORT FORM CONTRACT PROPOSAL**

Name of Contractor: _____

Date: _____

Telephone No.: _____

Facsimile No.: _____

To furnish labor, material and equipment to sand, salt* and plow snow from individual roads owned and maintained by the Village of Oyster Bay Cove in accordance with the terms of the form of contract attached hereto. *The Village reserves the right to treat each year as an independent bid in accordance with the terms of the Invitation to Bidders, and to award the contract for a two, three, four or five year term.*

Annual Fixed Cost - Including All Labor, Material & Equipment

2020/21 1st Year	2021/22 2nd Year	2022/23 3rd Year	2023/24 4th Year	2024/25 5th Year

Submitted by: _____

Title: _____

Name of Individual or Principal: _____

** Ratio of 1 part sand to 1 part salt*

EQUIPMENT SCHEDULE

SNOW PLOW AND SANDING TRUCK

<u>Manufacturer</u>	<u>Model & Year</u>	<u>Wheel Drive</u>	<u>No. of Laborers Required</u>	<u>Type of Plow or Spreader</u>
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PAYLOADER OR ROAD GRADER

<u>Manufacturer</u>	<u>Model & Year</u>	<u>Description</u>
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NOTE: The equipment listed above must meet the following **minimum** requirements:

Truck with snow plow	3 cubic yard body (Ford 250 or equivalent) with single blade 8 to 10 feet long
Automatic Sand Spreader	2 to 6 cubic yard body with a minimum 8 foot spreading area
Payloader having	1 cubic yard bucket, 2 wheel drive with rubber tires
Chain Saw	

CERTIFICATE OF NON-COLLUSIVE BIDDING

I, _____, _____ position
of _____
_____ business
(hereinafter described as "*the bidder*") doing business at _____

being duly sworn, depose and say that I submitted a bid in the amount of \$ _____ for
(describe job) _____

_____ and that:

1. 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 thereto certifies as to its own organization, under 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 competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (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 other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - (d) That each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Sworn to before me this _____
day of _____, 2020.

Notary Public

QUALIFICATION OF BIDDERS

All Bidders must fill in these items **completely** where required.

1. Name of Bidder _____

2. Previous work of similar nature performed within the past five years:

	Description of work/Location	Description of work/Location	Description of work/Location
	_____	_____	_____
a) Phone No.	_____	_____	_____
b) Address	_____	_____	_____
c) Name, Title, Phone No. of for supervision and enforcement of contract	_____	_____	_____
	_____	_____	_____

Signature of Bidder

**CONTRACT FOR SNOW PLOWING AND SANDING
OF VILLAGE ROADS
VILLAGE OF OYSTER BAY COVE**

AGREEMENT made the day of , 2020, between the **INCORPORATED VILLAGE OF OYSTER BAY COVE**, 68 West Main Street, Suite 3, Oyster Bay, New York 11771 ("*Village*") and _____ ("*Contractor*").

W I T N E S S E T H :

For and in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. The Contractor shall furnish snow plowing, ice control, and sanding services for Village roads ("*services*") for the winter periods of November 1 through March 31, commencing November 1, 2020 to March 31, 2022 with the Village reserving the right to exercise three consecutive one year renewals. The Village must notify the Contractor in writing by August 1st of the year preceding the November start of its intention to exercise the following renewal option. The Contractor must notify Village, in writing by June 1st of the year preceding the November start for snow/sanding, that it has elected to discontinue its right to pursue the renewal option with the Village. Renewal of this agreement must be in writing and authorized by the Board of Trustees to be effective.
3rd year commencing November 1, 2022 to and including March 31, 2023, and an option for 4th year commencing November 1, 2023 to and including March 31, 2024, and an option for 5th year commencing November 1, 2024 to and including March 31, 2025.
2. The Contractor shall:
 - (a) Begin snow removal, sanding and ice control operations within one hour after notification by a Village representative or Police Department.
 - (b) Proceed without delay or interruption with sanding, ice control and snow plowing of all Village streets and highways owned or maintained by the Village, until these roads are adequately sanded, de-iced and cleared to the degree acceptable to the Village to enable vehicles to safely pass.
 - (c) Continue snow plowing, sanding and ice control activities until the inclement weather has subsided as shall be determined by a Village representative.
 - (d) At all times in the performance of this contract utilize adequate and properly maintained snow plows, equipment and trucks. All vehicles shall be driven by CDL (Commercial Driver License) licensed drivers when required by law and all equipment operated by competent and trained personnel.

- (e) Provide legal storage facilities on the contractor's premises to accommodate a minimum of 30 cubic yards of sand with salt. Contractor's yard must be located within eight (8) miles of the Village of Oyster Bay Cove Police Department located at the corner of Norther Blvd., and Berry Hill Road, in said Village.
- (f) Keep detailed accurate record of the specific roads and time when services were performed, which will be provided to the Village, if requested.
- (g) In the case of extreme weather conditions, and when requested by a designated Village representative, Contractor will promptly place into service heavy equipment, including, but not limited to, payloador or road grader. This equipment must be equipped with rubber tires for operation on Village roads.
- (h) At all times during the term of this agreement, contractor shall provide a 24 hour emergency cellular telephone number to receive notification. If Contractor does not begin snow removal within one hour of notification, the Village shall have the right to hire an alternate contractor, and the cost for such contractor shall be reimbursed from the performance bond as required by Paragraph 2(o). Contractor shall also be liable for all other costs and damages relating to the hiring of alternate contractor not covered by the performance bond. Note: This Agreement requires 24/7 availability including holidays and weekends.
- (i) The independent contractor /Vendor shall maintain at a minimum the following insurance giving evidence of same to Incorporated Village of Oyster Bay Cove on the form of **Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

Certificate Holder for all policies: Incorporated Village of Oyster Bay Cove
 68 West Main Street Suite 3
 PO Box 66
 Oyster Bay, NY 11771

I. Workers Compensation and NYS Disability

Coverage	Statutory
Extensions	Voluntary Compensation; All States Coverage Employers Liability – Unlimited Waiver of Subrogation

II. Commercial General Liability

Coverage and Limits	Occurrence - 1988 ISO or equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000

Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

Additional Insured Incorporated Village of Oyster Bay Cove, all elected and appointed officials, employees and volunteers using ISO Form CG2026 or equivalent including products and completed operations coverage.

Extension – Mandatory Aggregate Limits to apply per project.

Full Contractual Liability extending to Hold Harmless. Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.

The general liability is to be primary and non-contributory and does not include any exclusion, limitation or restriction pertaining to exterior work height or “action over” type claims.

Waiver of Subrogation is the favor of the additional insured.

III.

Automobile Insurance

Limit \$1,000,000.

Combined Single Limit

Additional Insured Incorporated Village of Oyster Bay Cove, all elected and appointed officials, employees and volunteers.

IV. **Umbrella Liability**

Coverage Umbrella Form or Excess Follow Form of primary general liability and auto liability

Minimum Limit \$4,000,000.

Additional Insured Incorporated Village of Oyster Bay Cove, all elected and appointed officials, employees and volunteers. Contractor shall maintain at a minimum the following giving evidence of same to the owner in the form of **Certificates of Insurance, copy of the General Liability Declaration Page, copy of the Additional Insured Endorsement** and provide 30 days notice of cancellation, non-renewal or material change. New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Village’s discretion. The insurance carrier must have an AM Best Rating of at least A-IX. All subcontractors must adhere to Worker's Compensation and

NYS Disability, Commercial General Liability, Umbrella Liability and Auto Liability as specified below.

i. WORKER'S COMPENSATION AND NYS DISABILITY

Coverage	Statutory
Extensions	Voluntary Comp.; All states coverage; Unlimited Employer Liability

ii. COMMERCIAL GENERAL LIABILITY

Coverage	Occurrence - 1988 ISO or equivalent	
Limits Per Project	General Aggregate	\$1,000,000
	Products-Comp/Ops Aggregate	\$1,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Any one Fire)	\$ 50,000
	Medical Expense (Any one Person)	\$ 5,000
Additional Insured	Village of Oyster Bay Cove and all appointed and elected officials, employees and volunteers using ISO form CG2010B or equivalent including Products and Completed Operations coverage	
Mandatory	Aggregate limits to apply per project Full Contractual Liability to cover Hold Harmless Coverage must extend to collapse, underground and explosion.	
If Possible	Waiver of Subrogation in favor of Municipality Primary and Non-Contributory Additional Insured	

iii. AUTOMOBILE INSURANCE

Coverage	Standard New York policy insuring all owned and non-owned vehicles
Limits	Minimum Limit - \$1,000,000 CSL
Additional Insured	Village of Oyster Bay Cove and all appointed and elected officials, employees and volunteers

iii. UMBRELLA LIABILITY

Coverage Umbrella or Excess Form providing excess of General Liability and Automobile Liability

Minimum Limit \$1,000,000

Additional Insured Village of Oyster Bay Cove and all appointed and elected officials, employees and volunteers

- (j) When ordered by a Village representative designated in paragraph 5, will furnish additional highway services.
- (k) Coordinate contractual services to the extent possible with the Oyster Bay Cove Police Department, Village Public Works Consultant, or other person or entity designated by the Village Mayor for such purpose. Communication by cell phone and pager between the Village Police Department, such other persons, and the Commissioner of Public Works and the snow removal crew shall be provided.
- (l) Observe and obey all Federal, State, County, Town and Village rules, regulations, ordinances and laws in relation to performing all services contemplated hereunder, including the storage of materials, including full compliance with all State and Federal Labor and Workers' Compensation statutes and regulations.
- (m) Diligently attend to the fulfillment of the obligations of this agreement. Contractor shall provide notice to the Village to the extent it enters into any other municipal snow plow contract during the term of this agreement.
- (n) Will be responsible for and assume all risks for the preservation and protection of all public and private property, and shall take all necessary precautions to avoid injury to life, limb and property during the performance of service rendered. Contractor promptly shall maintain or replace to the satisfaction of the Village any or all damage done to Village streets or private property as a result of negligent performance of this contract.
- (o) During the terms of this agreement, if required by the Board of Trustees, post a cash deposit as a performance bond in the amount of \$2,500.00 with the Village guaranteeing Contractor will perform in accordance with the terms and conditions herein.

3. All services contemplated hereunder shall be performed as an independent contractor. Contractor shall provide, and keep in full force and effect for the term of this agreement, Workers' Compensation Insurance and Liability Insurance to protect employer, employees and the general public in the event of damage or injury. Contractor will keep and save the Village, and its representatives, harmless, and indemnify them against any and all claims arising out of these operations, including reimbursement for all reasonable attorneys' fees and expenses.

4. It is understood, and agreed that Contractor shall be solely responsible and liable for and shall indemnify and save harmless the Village from and against any and all claims, suits, judgments and damages brought against or recovered or exacted from the Village arising out of the following: i) any actual or alleged injury to, or death, of any person or persons (*including the employees of Contractor but not limited thereto*), or ii) any actual or alleged injury to property or damage to property (*including property of Contractor but not limited thereto*), or iii) to the property of any other person or company occasioned by or resulting from the execution of the work provided for in the agreement, or iv) occurring in connection therewith on the part of Contractor, his agents, servants, or employees, or his subcontractors, vendors, materialmen or any other person having anything whatsoever to do in connection with the work of Contractor. The above indemnification and hold harmless shall apply whether such injuries (*including death*) or damages be based upon or attributable to the active or passive negligence of the Village, or participation in the wrong by the Village, or upon any alleged breach of law, ordinance or regulation or of any statutory duty or obligation on the part of the Village relating to any work to be performed under this contract. Contractor agrees to assume on behalf of the Village the defense of any action or claim, which may be brought against the Village, and to pay all costs and expenses, including reasonable attorneys' fees.

The obligation to indemnify and save harmless the Village is absolute and not dependent upon any question of negligence of the Village or on the part of Contractor, his agents, servants or employees, or his subcontractors, vendors, materialmen or any other person or company having anything to do in connection with the work of Contractor. Village approval of the methods of doing the work, or its failure to call attention to improper or inadequate methods, or to require a change in methods or direction to Contractor shall not excuse Contractor in case of any such injury to person (*including death*), injury to property or damage to property.

5. The time, location and manner of ice control, sanding and/ salting shall be at the exclusive discretion of any one of the following:

Mayor	-Charles Goulding
Chief of Police	- Kevin Cronin
Oyster Bay Cove Police Department	- Officer in Charge
Public Works Consultant	- Edward F. von Briesen
Village Clerk's Office	

At any time during the term of this agreement, by written notice to Contractor, the Village may amend, add to, supplement or replace the above list.

6. No person, who is considered by the Village to be incompetent, untrustworthy or disorderly, shall be employed by Contractor in performance of any services hereunder.
7. Upon the above services being rendered in accordance with the terms herein, the Village will pay Contractor pursuant to the Annual Cost:

** For the Contract Year 1, November 1, 2020 to and including March 31, 2021, the Annual Cost of \$_____. Amount shall be paid in five equal installments, in arrears, commencing December 1, 2020 to and including April 1, 2021;

** For the Contract Year 2, November 1, 2021 to and including March 31, 2022, the Annual Cost of \$_____. Amount shall be paid in five equal installments, in arrears, commencing December 1, 2021 to and including April 1, 2022;

** For the Contract Year 3, November 1, 2022 to and including March 31, 2023, the Annual Cost of \$_____. Amount shall be paid in five equal installments, in arrears, commencing December 1, 2022 to and including April 1, 2023;

** For the Contract Year 4, November 1, 2023 to and including March 31, 2024, the Annual Cost of \$_____. Amount shall be paid in five equal installments, in arrears, commencing December 1, 2023 to and including April 1, 2024; and

** For the Contract Year 5, November 1, 2024 to and including March 31, 2025, the Annual Cost of \$_____. Amount shall be paid in five equal installments, in arrears, commencing December 1, 2024 to and including April 1, 2025;

For this agreement, Village roads are:

- McCoun's Lane (Berry Hill Road to Grace Lane)
- Sandy Hill Road (Berry Hill Road to Cove Road)
- Yellow Cote Road (Cove Road to Route 25A)
- Police Station - Upper & Lower Parking Lot (Corner of Berry Hill Road and Route 25A)
- Steamboat Landing (1/10 of mile, dead end to Cove Road)
- Landing Road (Village recreation area off of Cove Road)

8. Contractor represents that it owns or will have immediately available to it the following **minimum** equipment, in such condition and working order as required by the Commissioner of Public Works, with qualified operators and laborers for the purpose of this contract:

Truck with snow plow	-	3 cubic yard body; Ford 250 or equivalent with single blade 8 to 10 feet long
Automatic Sand Spreader	-	2 to 6 cubic yard body with a minimum 8 foot spreading area
Payloader Chain saw	-	1 cubic yard bucket, 2 wheel drive with rubber tires

Contractor will use a ratio of 1 part sand to 1 part salt.

9. Upon ten (10) days written notice, the Village may terminate this contract in the event of failure of Contractor to perform in accordance with the terms and conditions herein. Upon such termination, any and all expenses, costs or damages arising from need to hire replacement

contractor shall be reimbursed from the performance bond. Contractor shall remain liable for all other damages incurred by the Village, including reasonable attorney's fees, not covered by the insurance bond.

IN WITNESS WHEREOF, the Incorporated Village of Oyster Bay Cove and _____ have caused this agreement to be executed the day and year first above written.

ATTEST:

INCORPORATED VILLAGE OF OYSTER BAY COVE

By: _____
Charles Goulding, Mayor

ATTEST:

By: _____
, Contractor