

**FAIRPORT MUNICIPAL
COMMISSION**
31 South Main Street
Fairport, New York 14450

CONSUMER OWNED AND
MUNICIPALLY
OPERATED



Operations Center (585) 223-9500
Customer Service (585) 223-0440
Accounts Payable (585) 421-3230

**CONTRACT DOCUMENTS
FOR
TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON
ROADWAYS AND REAR YARD AREAS
FOR**

**FAIRPORT MUNICIPAL COMMISSION
VILLAGE OF FAIRPORT, NEW YORK**

**BIDS: 1:00 PM PREVAILING TIME
DECEMBER 12, 2023
VILLAGE HALL
31 SOUTH MAIN STREET
FAIRPORT, NEW YORK 14450**

FAIRPORT MUNICIPAL COMMISSION

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Notice to Bidders	NB-1
2 Form of Bid	FB-1 * FB-12
3 Bid Bond	BB-1
4 Labor and Material Bond	LMB-1
5 Contract Form	CF-1 * CF-4
6 Project Specifications	
Section 1 -- General Items.	PS-1-1 * PS-1-4
Section 2 -- Technical Specifications.	PS-2-1 * PS-2-2
Section 3 -- Contract Termination.	PS-2-2

APPENDICES

A. Wage Rates	WR-1
B. Insurance Requirements	IR-1
C. Recommended Clearances	C-1 * C-2
D. Work Areas	WA-1 * WA-8

MAPS

Town Map showing general Work Areas

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Fairport Municipal Commission of the Village of Fairport, New York, until 1:00 PM Prevailing time, December 12, 2023 at the office of the Fairport Municipal Commission, 31 South Main Street, Fairport, NY 14450, at which time they will be publicly opened and read on the following:

**TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON
ROADWAYS AND REAR YARD AREAS**

Copies of the FORM OF BID and SPECIFICATIONS may be examined at the office of the Fairport Municipal Commission, 31 South Main Street, Fairport, New York during normal business hours.

All bids must be on the Bid Forms included in the contract documents; must be endorsed with the name of the bidder and this office; must be submitted in a sealed envelope and must be accompanied by cash, a certified check or bid bond of not less than five percent (5%) of the amount of the bid.

Said security shall be made payable to the Village Treasurer of the Village of Fairport to insure the execution of the contract if awarded.

Upon acceptance of this bid, if the successful bidder fails to enter into a contract pursuant to the requirements of the Fairport Municipal Commission, then the cash or check deposited as aforesaid and the money standing to the credit of the same shall be forfeited to the Village of Fairport as Liquidated Damages or the payment of the bond enforced for the benefit of the Village.

No bidder may withdraw this bid within forty-five (45) days after the date for the opening thereof.

Bidders on this work are required to certify that bid prices have been arrived at without collusion as required by Section 139-d of the Finance Law of the State of New York.

The Owner reserves the right to waive any informality or to reject any or all bids.

Dated: November 20, 2023

FAIRPORT MUNICIPAL COMMISSION
Village of Fairport, New York

Matthew Hegarty, Superintendent

ARTICLE 2**FORM OF BID****FB-1**

**TO: FAIRPORT MUNICIPAL COMMISSION
VILLAGE OF FAIRPORT, NEW YORK**

**RE: TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON
ROADWAYS AND REAR YARD AREAS**

**BIDS: 1:00 PM, Prevailing Time
December 12, 2023**

Pursuant to and in compliance with your Notice to Bidders dated November 20, 2023 and Information to Bidders relating thereto, the undersigned offers to furnish all plant, labor, materials, supplies and equipment necessary for or incidental thereto and in strict accordance with these specifications and all addenda issued by the Owner prior to the date of opening of bids whether received by the undersigned or not.

ITEM 1 – BASE BID

AREA	DESCRIPTION	COST
1	JEFFERSON AVE	\$ _____
2	TERRACE DRIVE	\$ _____
3	PILGRIM CIRCLE	\$ _____
4	CRYSTAL SPRING LN	\$ _____
5	JEFFERSON COURT	\$ _____
6	BRENTWOOD LANE-WEST SIDE	\$ _____
7	WHITE OAK LANE-WEST SIDE	\$ _____
8	ALINA STREET-WEST SIDE	\$ _____
9	MEADOWLARK DR-WEST SIDE	\$ _____
10	WARD LN	\$ _____
11	SUNNYBROOK LN	\$ _____
12	ERIE DR-EAST SIDE	\$ _____
13	MARIDANA-EAST SIDE	\$ _____

ITEM 1 – BASE BID CONTINUED:

AREA	DESCRIPTION	COST
14	LISAND DR	\$ _____
15	GARDEN DR	\$ _____
16	WOODCREST	\$ _____
17	OAKWOOD MANOR	\$ _____
18	AYRAULT	\$ _____
19	ALDRICH RD	\$ _____
20	MARGO DR/PEPPERMILL	\$ _____
21	WHITNEY FARMS WEST	\$ _____
22	ROLLING HILLS	\$ _____
23	EAST WHITNEY ROAD	\$ _____
24	WEST WHITNEY ROAD	\$ _____
25	TURK HILL RD	\$ _____
26	WHISPERWOODS RD	\$ _____
27	HILLCREST	\$ _____
28	GRAND VIEW LN	\$ _____
29	LITTLE SPRING RUN	\$ _____
30	REAR WATERFORD/BRIDGEWOOD/PORTMEADOW	\$ _____
31	THAYER RD	\$ _____
32	BLUHM RD	\$ _____
33	LOUD RD	\$ _____
34	STEELE RD	\$ _____
35	FMC TREE REMOVALS	\$ _____
36	DPW ROUTINE PRUNING	\$ _____

37	DPW SAFETY PRUNING-GROUP 1	\$ _____
38	DPW CROWN REDUCTION PRUNING	\$ _____
39	DPW STREET TREE REMOVALS	\$ _____
40	DPW ASH TREE REMOVALS	\$ _____
41	DPW OFF STREET TREE REMOVALS	\$ _____
42	DPW STUMP GRINDING	\$ _____

TOTAL BASE BID ITEM 1 - 42 AREAS \$ _____

_____ Dollars
(Written in words)

_____ Cents
LUMP SUM

\$ _____
(In Figures)

The award of this Contract shall be based on the Total Base Bid Item 1 price.

The Owner reserves the right to limit the work to be performed under the Contract to the budgeted amount of \$ 400,000.00 and/or to exceed the budgeted amount as it sees fit.

In the event the Total Base Bid Item exceeds the budgeted amount, the Owner reserves the right to select any of the Work Areas 1-42 in any combination for the actual work to be performed and payment made to the Contractor shall be the amount bid for the sum of the individual items selected and any additional work requested by the Owner to be performed at the rates included in Conditional Item #2.

In the event the Total Base Bid Item is less than the budgeted amount the Contractor agrees to perform additional work, designated by the Owner, at the hourly rates submitted in the Conditional Item #2 of the bid.

The owner reserves the right to waive any informality and to reject any and all bids.

ITEM 2. CONDITIONAL ITEM:

Contractor shall provide time and material rates for labor and equipment, in which overhead and profit have been included, to perform additional work as requested by the Fairport Municipal Commission in areas not included in Lump Sum Bid Item 1.

1. Labor Hourly

To include total hourly and overtime rates for all necessary personnel. If more than one worker of any labor classification is needed, quantities should be specified.

	# Needed	Rate/Hour	Extension	OT Rate/Hour
Foreman	_____	_____	_____	_____
Climber	_____	_____	_____	_____
Ground man	_____	_____	_____	_____
Stump Grinder	_____	_____	_____	_____
Arborist	_____	_____	_____	_____

2. Equipment

To include total hourly rates for vehicles and all necessary equipment in quantities as specified. Equipment shall meet or exceed any safety standards set forth by appropriate federal, state and local governmental agencies.

	# Needed	Rate/Hour	Extension
Aerial Lift	_____	_____	_____
Chipper	_____	_____	_____
Log Truck	_____	_____	_____
W/Prentice Loader	_____	_____	_____
Small HydroAx	_____	_____	_____
Stump Grinder	_____	_____	_____

3. Tree Removal/Trimming/Stump Grinding/Emergency Response

ITEM #	PROCESS	SIZE DBH (INCH)	ON ROADWAY UNIT PRICE	OFF ROADWAY UNIT PRICE
	Tree Removal	14 and <	\$	\$
		15 - 24	\$	\$
		25 - 36	\$	\$
		37 - 48	\$	\$
		49 and >	\$	\$
	Stump Grinding	Per Inch	\$	\$
	Tree Trimming	Any Size	\$	\$
	Crown Reduction	Any Size	\$	\$
	Safety Trimming	Any Size	\$	\$
	Pad Mount Transformer Landscape Trimming/Removal	Each	\$	\$
	Number of 2-man Crews available for Emergency Work			
	Emergency Surcharge		\$	\$

Tree Removal

Scope of Work: The FMC will have an undetermined amount of dead or dangerous trees that will imperil the system throughout the duration of the contract period which will require trimming and/or removal of the trunk and/or stump on either an emergency or routine basis. The Contractor shall be available 24-hours a day for emergency work requests. A 24-hour emergency contact list shall be furnished to the FMC during the contract period and shall remain valid for twelve (12) months of date of contract.

Priority of Removal: All work shall be completed within 14 calendar days from notification by the Project Manager, unless otherwise designated as emergency work. As a penalty for failure to meet the required schedule, the Contractor shall forfeit 50% per tree, per day of delay, from the unit price.

All emergency work shall be responded to within one (1) hour of notification and be completed within three (3) hours of notification, unless the emergency work is delayed due to the presence of downed power lines or overhead utilities. Reimbursement of emergency work will be by way of a surcharge per tree added to the routine tree removal bid.

D.B.H. Definition: Diameter of tree trunk at Breast Height, measured at 4 ½ feet above the ground level. Any discrepancies between the D.B.H. listed on the work lists and actual D.B.H. will be determined by graduated circumferential tape reading in diameter inches.

Damage Responsibility: Under this contract, the Contractor shall be accountable for any and all damage to buildings, walks, driveways, utilities, trees and grounds and persons which occur while performing the work called for under this contract. The Contractor is responsible to document in advance of performing any work all site conditions which could be later ascribed as damage from the work. Prior notice of any such conditions should be made to the Project Manager or the designee and the adjacent property owner. If any damage occurs as a result of this work, the Contractor shall immediately notify the Project Manager or the designee. Any adjacent shrubs, trees or other growth receiving or sustaining breakage, injury or other damage shall be given remedial or corrective treatment and cleaned up.

- a. **Public Property:** The Contractor, at their own expense, shall restore all damaged or injured items to a condition which meets the approval of the Project Manager.
- b. **Private Property:** The Contractor, at their own expense, shall have all damaged or injured items restored to a condition which meets the approval of the property owner.
- c. **Utility Company Property:** In the event of damage to any utility lines, or other equipment belonging to any utility company, the utility company shall make the necessary repairs, and the Contractor shall reimburse the utility company for the cost of these repairs.

Notification:

- a. The Contractor shall provide, to the FMC a listing of contact persons with phone numbers for contact during emergencies.
- b. The Contractor shall endeavor to contact the adjacent property owner giving notice of the work he is going to perform.
- c. The Contractor shall notify the FMC Dispatch at 223-9500, and the resident at least 24-hours prior to performing any work that is scheduled for the next day.

ITEM 2. CONDITIONAL ITEM:

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements.

Tree removal, stump grinding, and trimming operations shall be conducted with a minimum of interference with vehicular traffic, pedestrian traffic and bystanders. Adequate warning signs and devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements shall be placed to warn all approaching traffic of tree removal operations conducted along streets where traffic impedance is anticipated.

The Contractor shall coordinate their work on major traffic arteries with the appropriate Department of Transportation and shall abide by their requirements concerning times of work, warning systems, and movement of equipment.

Wood and Debris Disposal: All wood and brush is to be removed from the job site by the end of the work day. In the event that equipment problems develop and the wood cannot be removed, the wood must be placed so as not to block any adjacent drive, sidewalk, or highway and shoulder. The job site is to be left broom clean. Any adjacent private property affected by the work is to be similarly cleaned including shrubbery, flower beds, etc.

All wood and chips will become the property of the Contractor and disposed of at their discretion in an authorized area at no additional cost to the FMC. Wood shall be disposed of in a manner to comply with all local and/or state laws including Department of Environmental Conservation rules and regulations.

Utilities: The Contractor shall notify and coordinate their work with appropriate public service concerns when water, gas, electrical, telephone, cable, sewer or other lines and structures may be affected while performing the work called for under this contract. In the event that the Contractor desires a utility line be dropped to facilitate the removal of a tree, the Contractor must contact the FMC to determine the proper means of notification to request that a line be dropped. In addition, since utility lines are dropped to assist the Contractor in the removal of a tree, it shall be the responsible of the Contractor to notify any property owner a minimum of forty-eight (48) hours in advance when electrical, cable TV, or telephone service is to be interrupted.

The Contractor is responsible for contacting and coordinating work with the FMC to remove any electrical or underground hazard. The presence of such hazard shall not excuse the Contractor from performing any work otherwise required.

The Contractor shall not remove any tree which has attendant guy wires for support of utility systems, etc., unless the FMC has been notified of this intent and was given reasonable time to respond.

Safety Standards of Performance: All work is to be performed in compliance with A.N.S.I. Standard Z.133.1 – “Safety Requirements for Tree Pruning, Trimming, Repairing, or Removal.”

Qualifications for Bidding: In accordance with Section 103-d of the General Municipal Law of the State of New York, a non-collusion statement is requested to be submitted with the bid.

The bidder must have at least ten (10) aerial lift or bucket trucks with insulated upper and lower booms that extend to a working distance of at least 55 feet, and must comply with New York State Department of Labor, Industrial Code Rule #3, with current certificates for a dielectric testing, and must comply with the U.S. Department of Labor O.S.H.A. Standards (ANSI A92.2). Two (2) of the ten must be tracked back yard units with insulated upper and lower booms that extend to a working distance of at least 55 feet.

A listing of the last three (3) years of experience with other electric utilities either investor owned or publicly owned, listing the name and addresses of the responsible person, and the amount of the bid. For the municipal Tree Removal, Tree trimming portion of the bid a listing of the last three (3) years of experience with other municipalities or counties, listing the name and addresses of the responsible person, and the amount of the bid.

The Contractor shall provide a qualified and experienced arborist to survey all trees on behalf of the FMC. This survey shall be completed prior to the start of removal work and shall include hazard reduction. An FMC representative shall accompany the arborist during all survey activities. The arborist shall also be available to meet with property owners if necessary to discuss the need for the recommended work.

The arborists shall have sufficient experience with both electrical utility line clearance along with municipal tree removal and tree trimming. The arborists' name, qualifications and experience shall be included with the bid. The cost of the arborist's services shall be included in the unit price bid. Arborist must either be certified according to standards set up by the International Society of Arboriculture or be a member of the American Society of Consulting Arborists.

Tree and Stump Locations and Identification:

- a. The FMC shall designate which trees or stumps are to be removed.
- b. If at any time uncertainty exists about which tree or stump is to be removed or trimmed the Contractor should get confirmation before beginning work at that site. The Contractor will not be paid for any work involved with removal or trimming of an incorrect tree or stump.

Schedule of Performance: Work shall be scheduled and conducted in a cooperative manner in order to cause the least possible interference with or annoyance to others. It shall be the Contractor's responsibility to work out any, if necessary, cooperative work schedule.

Billings: The Contractor shall submit a bill for payment, listing the location, species size and date removed for all trees included on the list for which he is requesting payment.

Payment: Payment will be made for each tree at the unit price bid for each item size classification. Those trees that have a "multiple leader" that is, a tree that has more than one distinct trunk at 4 ½ feet above grade (i.e. D.B.H.) will be considered as separate stems for tree removal billing purposes and payment made as determined by the D.B.H. of each stem.

Tree Trimming

Scope of Work: The work covered under this item consists of furnishing all labor, material and equipment necessary to complete the removal of dead, diseased, weakened, dangerous, conflicting and extraneous branches from trees designated by the FMC or designee on highway right-of-way. Work included under this section:

- a. Tree Trimming

- b. Disposal
- c. Clean-up

ARTICLE 2

FORM OF BID

FB-8

Workmanship: The Contractor shall furnish all equipment and competent personnel with complete and adequate supervision at all times to perform this work in an efficient and professional manner. The work outlined shall be performed using current standards for tree pruning.

Branch Cutting: All cuts are to be made sufficiently close to the trunk or parent limb, without cutting into the shoulder wood or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts are to be made at all times.

- a. Branches too heavy to handle to prevent splitting or peeling of bark must be precut. Where necessary, to prevent tree or property damage, branches are to be lowered to the ground by proper ropes or equipment.
- b. When pruning out dead branch stubs from previous utility line trimming work, be careful not to cut into established callus growth at the base of the stub.

Clean-up: All wood, brush and debris generated from the trimming operation shall be removed from the work site upon completion of the work. The entire area shall be left in a neat and sightly condition to the satisfaction of the Project Manager or their designee.

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements.

Electric Infrastructure Safety Trimming, Landscape Removal

Scope of Work: The work covered under this item consists of furnishing all labor, material and equipment necessary to complete the removal of dangerous, conflicting and extraneous landscaping including trees, bushes, plantings designated by the FMC or designee on highway right-of-way or on private property under easement locations. Work included under this section:

- a. Notification
- b. Trimming, Removals
- c. Disposal
- d. Clean-up

Workmanship: The Contractor shall furnish all equipment and competent personnel with complete and adequate supervision at all times to perform this work in an efficient and professional manner. The work outlined shall be performed using current standards for Landscape pruning.

Notification: The Contractor shall notify the resident or residents if on adjoining properties through door notice at least 72 hours in advance of work. Contractor shall obtain signature of homeowner on release form provided by the FMC before work is completed.

Branch Cutting: All cuts are to be made sufficiently close to the trunk or parent limb, without cutting into the shoulder wood or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts are to be made at all times.

- a. Branches too heavy to handle to prevent splitting or peeling of bark must be precut. Where necessary, to prevent tree or property damage, branches are to be lowered to the ground by proper ropes or equipment.
- b. Removals shall include stump or roots to allow for placement of topsoil in area of landscape removal.

ARTICLE 2

FORM OF BID

FB-9

Clean-up: All wood, brush and debris generated from the trimming operation shall be removed from the work site upon completion of the work. The entire area shall be left in a neat and sightly condition to the satisfaction of the Project Manager or their designee.

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements.

Stump Removal

Scope of Work: The work included under this section consists of furnishing all labor, material, and equipment necessary to complete the removal and disposal of designated tree stumps. Work included under this section:

- a. Stump Grinding
- b. Clean-up
- c. Topsoil and Seeding

Stump removal shall be performed within 14 calendar days of notification by the FMC, or within 14 calendar days of the tree removal. Exceptions to this can be obtained from the Project Manager or their designee.

Workmanship: The Contractor shall furnish all labor, material, and equipment with adequate supervision at all times to perform the work in an efficient and workmanlike manner.

Stumps: All designated tree stumps will be mechanically ground to a depth six (6) inches below existing grade adjacent to stump location. The chips shall be removed. All exposed above grade root collars shall be considered a part of the tree stump and shall be ground in the same manner to a depth of six (6) inches below existing grade. The Contractor shall be required to grind exposed surface roots which interfere with turf maintenance.

Job Site Protection: Job site protection for the public is critical during this operation. The Contractor shall provide necessary pedestrian and traffic warning devices. No open excavation may be left unattended at any time.

Clean-up: All stones, excess chips, debris, tools, equipment, etc. are to be removed from the work site the same day that the stump is ground and disposed of at the Contractor's expense upon completion of work. The entire area will be left in a neat and sightly condition, to the approval of the Project Manager or their designee.

Topsoil and Seeding: All loose wood chips and soil from the removal of the stump shall be completely excavated, removed, and the holes filled with soil equal to or better than that in the adjacent areas. No brush, chips, stumps, etc., shall be used to fill the holes. Weed free topsoil shall be all fine graded and tamped allowing for settlement to grade.

Grass seed shall be planted as soon as possible after the soil has been applied. The grass seed shall contain: 50% Pennfine Perennial Ryegrass, 25% Pennlawn Red Fescue, 15% Kentucky Bluegrass and 10% Creeping Fescue. The Contractor is expected to make reapplication as necessary until such time as a dense weed free stand of grass is evident.

ARTICLE 2

FORM OF BID

FB-10

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements.

Safety Prune Specifications

Objective: The purpose of this pruning is to remove hazards, prune storm damage, provide adequate clearance for permanent structures and elevate for under canopy clearance.

Crown Cleaning – Hazardous limbs to be removed.

- Broken limbs lodged in the tree.
- Broken hanging limbs in the tree.
- Dead branches two (2) inches in diameter or greater.
- Split branches two (2) inches in diameter or greater.
- Decaying branches with less than 65% sound wood four (4) inches in diameter or greater.

Crown Restoration – Storm damaged branches to be removed.

- Broken lateral branches living or dead two (2) inches in diameter or greater.
- Broken leaders living or dead.

Crown Raising – Clearance over right-of-way, buildings, traffic control devices, signs and streetlights.

- Trees 6.01 to 12.00 in diameter breast height.
 - Limbs shall be removed to provide five (5) feet of clearance over permanent structures.
 - Limbs shall be removed to provide five (5) feet of clearance from the side of permanent structures.
 - Limbs shall be removed from the lower one-third (1/3) of the total height of the tree to provide an overhead clearance under the canopy of a tree.
- Trees greater than 12.01 in diameter breast height.
 - Limbs shall be removed to provide ten (10) feet of clearance over permanent structures.
 - Limbs shall be removed to provide ten (10) feet of clearance from the side of permanent structures.
 - Limbs shall be removed to provide ten (10) feet of overhead clearance under the tree canopy.
 - Limbs shall be removed to provide ten (10) feet of clearance from less dominant ornamental trees under the tree canopy.
 - Limbs shall be removed to provide an overhead clearance of fifteen (15) feet over a street.
 - Limbs shall be removed to provide an overhead clearance of twelve (12) feet over a sidewalk.

Crown Reduction

Scope of Work: The work covered under this item consists of furnishing all labor, material and equipment necessary to complete the removal of branches that impose a hazard to the tree and or public in

eliminating overweight portions of the tree and extraneous branches from trees designated by the FMC or designee on highway right-of-way. Work included under this section:

- a. Crown Reduction
- b. Disposal
- c. Clean-up

ARTICLE 2

FORM OF BID

FB-11

Workmanship: The Contractor shall furnish all equipment and competent personnel with complete and adequate supervision at all times to perform this work in an efficient and professional manner. The work outlined shall be performed using current standards for tree crown reduction.

Branch Cutting: All cuts are to be made sufficiently close to the trunk or parent limb, without cutting into the shoulder wood or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts are to be made at all times.

- a. Branches too heavy to handle to prevent splitting or peeling of bark must be precut. Where necessary, to prevent tree or property damage, branches are to be lowered to the ground by proper ropes or equipment.

Clean-up: All wood, brush and debris generated from the crown reduction operation shall be removed from the work site upon completion of the work. The entire area shall be left in a neat and slightly condition to the satisfaction of the Project Manager or designee.

Maintenance and Protection of Traffic: The Contractor shall be responsible for the maintenance and protection of traffic in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) and supplements.

4. Annual Emergency/Storm response

The contractor shall be available 24 hours a day for emergency work requests. A 24 hour emergency phone number list shall be furnished to the Fairport Municipal Commission during the contract period to include at least three employee contacts who can coordinate this emergency response for the tree contractor.

All emergency work shall be responded to within one (1) hour of notification and be completed within three (3) hours of notification, unless the emergency work is delayed due to the presence of downed power lines or overhead utilities. Reimbursement for emergency work will be by way of a surcharge per tree added to the routine tree removal bid.

Successful bidder must be able to furnish minimum six (6) two-man crews that meet this bids qualifications and list on Form of Bid, Article 2, Item 2 Conditional Item #3 total number of crews available for emergency work.

ACKNOWLEDGEMENT OF ADDENDA:

Receipt of addenda is hereby acknowledged as follows:

Addendum No. _____ Date of Issue _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid or Proposal, the Bidder certifies that: (a) This Bid or Proposal has been independently arrived at without collusion with any other Bidder or with any competitor or potential competitor; (b) this Bid or Proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of Bids or Proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies 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 to the person signing in its behalf.

Corporation or Individual
Submitting Proposal

Legal Signature

Address

City State Zip

Telephone Number

(Corporate Seal)

BID BOND

A "Bid Bond" as a guarantee that the Bidder will enter into the Contract if awarded same, in an amount not less than five percent (5%) of the Contract amount, shall be furnished on forms provided by the Engineer or in a form provided by an acceptable surety.

A certified check in an amount not less than 5% of the Contract amount may be furnished in lieu of a Bid Bond.

LABOR AND MATERIAL BOND

A "Labor and Material Bond", guaranteeing prompt payment of monies due to all persons furnishing labor and/or materials for the work contracted, in an amount not less than one hundred percent (100%) of the Contract amount shall be furnished on forms provided by and acceptable surety licensed to do business in the State of New York.

CONTRACT FORM

THIS AGREEMENT is dated as of the ____ day of January 2024, by and between
the FAIRPORT MUNICIPAL COMMISSION (hereinafter called the OWNER) and
____ (hereinafter called the CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

WITNESSETH, that the parties hereto do mutually agree as follows:

- I. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities and facilities for, perform all work necessary for or incidental to and to perform all other obligations imposed by this Contract described as follows:

**TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON
ROADWAYS AND REAR YARD AREAS**

All in strict accordance with the Drawings and Specifications prepared by the Owner and the following Contract Documents, which are made a part hereof:

- a) Notice to Bidders
- b) Form of Bid
- c) Bid Bond
- d) Labor and Material Bond
- e) Contract Form
- f) Project Specifications
- g) Appendices
- h) Maps
- i) Any Addenda

- II. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the work shall be completed within ninety (90) days thereof.

The Contractor agrees to coordinate their work with that performed by any other Contractors or Utilities engaged in the performance of work in any areas common to this project in such a way as to permit each of the contractors or utilities to complete their work in a satisfactory and timely manner.

- III. The contract amount as based on the estimated quantities of the bid proposal and shall NOT TO EXCEED:

FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS

(Written)

\$ 400,000.00

(Figures)

Total payments to the Contractor shall be based on the final work completed at the unit prices specified in the bid proposal.

- IV. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or their right, title or interest therein, without written consent of the Owner.
- V. The Owner or their representative shall interpret the drawings and specification and their decisions shall be final. The Owner or designated representative of the Owner shall be entitled to observe or review the work at any time to determine if the work is being performed and the results of the work performed by the Contractor, are in conformity with the Drawings and Specifications.
- VI. It is agreed that the work in every respect, from the execution of this contract and during the progress of the work and until issuance of the Completion Certificate, shall be under the charge of and in the care of the Contractor and at their risk. He shall properly safeguard against any and all damage or injury (including death) to the public and to their employees and shall alone be responsible for any damage or injury (including death) from their undertaking of the work to any person or persons or thing.

The Contractor will solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of their employees and for the employees of any subcontractor which he retains, and other persons, for the protection of public and private property and for compliance with all Local, State and Federal laws and regulation in performance of work under this contract.

- VII. The Contractor shall indemnify and save harmless the Owner and all officers, agents and employees from all claims, liabilities, suits or actions at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter related to the project, including, among other things, injury to property and injury to and death of any persons, including employees of the Contractor or any subcontractor and shall, if required by the Owner produce evidence of settlement of any such suit or action before final payment shall be made by the Owner. The provisions of this indemnification agreement shall include all accidents, injuries and claims made whether or not caused in whole or in part by any act, omission or negligence of the Owner, its officers, agents or employees.

Contractor shall, at their own cost and expense, defend any such claim, suit, action or proceeding, groundless or not, which may be commenced against Owner by reason thereof or in connection therewith and Contractor shall pay any and all judgments which may be recovered in any such action, claim, proceeding or suit and defray any and all expenses including cost and attorney's fees, which may be incurred in, or by reason of, such action, claim, proceeding or suits.

VIII. In the event of conflict between this agreement and any of the Contract Documents, the provisions of this agreement shall govern.

IX. The Contractor represents and warrants to the Owner that:

- A. The Contractor is solvent financially and is experienced in and is competent to perform the work as called for in these Drawings and Specifications; and
- B. The Contractor is familiar with all Federal, State, Municipal and other regulatory laws, ordinances and/or regulations which, in any manner whatsoever, may affect the work to be performed; and
- C. The Contractor has examined carefully the Contract Documents, has examined carefully the roads along which the work is to be performed and has become familiar, by its own investigation, with the various conditions, which may affect said work

X. The Contractor agrees that he and their subcontractors will pay each person engaged on the work of this contract not less than the minimum wage determination for the applicable described class of Work, in accordance with law, as specified by the State of New York or the United States Government, under any New York or Federal Law which is made applicable to the project, by the Terms of the Contract Documents or Addenda thereto.

XI. The Contractor(s) must honor the prices, terms, and conditions of this contract with other political subdivisions or districts. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. FMC will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

XII. The Contractor hereby agrees to furnish and make a part of this agreement the following:

- A. A "Performance Bond" covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the contract amount shall be furnished in a form provided by an acceptable surety licensed to do business in the State of New York.
- B. A "Labor and Material Bond" guaranteeing prompt payment of monies due to all persons furnishing labor and/or materials for the work contracted, in an amount not less than one hundred percent (100%) of the contract amount shall be furnished in a form provided by an acceptable surety licensed to do business in the State of New York.
- C. Insurance as called for in the Appendices of these documents.

ARTICLE 5

CONTRACT FORM

CF-4

XIII. It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. On counterpart each has been delivered to the Owner and the Contractor.

This Agreement will be effective on January __, 2024

OWNER FAIRPORT MUNICIPAL COMMISSION

BY Matthew J Hegarty: _____

ADDRESS 31 SOUTH MAIN STREET

FAIRPORT, NY 14450

PHONE 585-223-9500

(CORPORATE SEAL)

CONTRACTOR _____

BY _____

ADDRESS _____

PHONE _____

TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON ROADWAYS AND REAR YARD AREAS

Section 1 – GENERAL ITEMS

1.1 Project Description: Contractor shall trim trees, shrubs and other vegetation from Fairport Municipal Commission Electric Power Lines to standards provided herein and remove all such material and dispose of in an approved manner. It is the intent of these Project specifications to describe tree trimming for an electric utility that includes trimming of primary circuits and secondary circuits including but not limited to circuits parallel and including tap wires for the span of one length to include road crossings and perpendicular taps for those circuits to include primary and secondary taps including house services.

The project is located within the Fairport Municipal Commission Electric Franchise Limits in Monroe County, Town of Perinton, NY and the intent is to clear Commission Electric Power Lines. The Contractor should be aware that other utilities, including but not limited to Rochester Telephone Corporation and Time Warner Corporation have Telephone and Cable TV lines on many of the same poles. In addition, Niagara Mohawk Power Corporation has 115 KV power lines, which cross some of the work areas, but no clearing shall be performed for these lines.

Work shall be completed according to details shown on the plans, drawings and specifications prepared by the Owner.

1.2 Scope of the Work: Contractor shall provide all supervision, labor, tools, equipment and services required to perform tree maintenance work, complete, as described herein, for the Fairport Municipal Commission in the Town of Perinton, Monroe County, New York.

1.3 Qualifications of Bidders: Bidding on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the field of arboriculture. Bidders shall derive a majority of their income from arboriculture work and shall demonstrate competence, experience, and financial capability to carry out the terms of this contract. The Owner may require proof of qualifications prior to award of the bid.

All bidders must have in their possession, or available to them by formal agreement at the time of bidding, any trucks, chippers, stump grinders, hand tools, aerial lifts, and other supplies or equipment necessary to perform the work as outlined in these specifications.

1.4 Safety Standards: All equipment to be used and all work to be performed must be in full compliance with the most current revision of the ANSI Z-133.1 standard for tree operations. These standards are made a part of this contract by reference.

The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the worksite and shall provide the necessary warning devices, barricades, and ground personnel required to insure the safety, protection, and warning of persons and vehicular traffic within the area.

**TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON
ROADWAYS AND REAR YARD AREAS**

1.4 Safety Standards: (continued) Blocking of public streets shall not be permitted unless prior arrangements have been made with the various jurisdictions having or claiming control and coordination with the Fairport Municipal Commission has been established. Traffic control is the responsibility of the Contractor and shall be in compliance with state, county and local highway construction codes.

1.5 Liability For Damage To Property and/or Plant Material: Any damage to trees or property caused by the Contractor is to be repaired immediately, at no additional expense, to the satisfaction of the Fairport Municipal Commission and the property Owner.

Trees damaged beyond repair are dealt with in one of two ways: Either they are removed completely and replaced with a tree of size and species acceptable to the Fairport Municipal Commission, or the dollar value of such damaged trees will be deducted from the monies owed the Contractor. A qualified arborist, acceptable to both the Fairport Municipal Commission and the Contractor, will determine the dollar value of the damage and whose expenses both parties shall equally share.

1.6 Discontinuance of the Work: Any practice obviously hazardous, as determined by the Fairport Municipal Commission shall be immediately discontinued by the contractor upon receipt of either written or verbal notice to discontinue such practice.

1.7 Observance of Laws, Ordinances, and Regulations: At all time during the term of this contract, the Contractor shall observe and abide by all federal, state, and local laws which in any way affect the conduct of the work and shall comply fully with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable state and federal statutes, rules, and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

1.8 Protection of Overhead Utilities: Tree trimming and removal operation may be required in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all damage claims resulting from contract operations. The Contractor shall make arrangements with the utility for removal of any limbs or branches which conflict with overhead conductors and may create a hazardous situation during the course of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the contractor in waiting for the utility to complete it work shall not be the responsibility of the Contractor.

1.9 Protection of Underground Utilities: The Contractor shall be responsible for contacting the appropriate utility for location of any underground utility services situated in the work area, which could be damaged by the Contractor's operations. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the contractor in waiting for the utility to complete it work shall not be the responsibility of the Contractor.

**TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON
ROADWAYS AND REAR YARD AREAS**

1.10 Location and Schedule of Work: The locations of all trees to be trimmed are defined in the contract documents. The Fairport Municipal Commission reserves the right to change, add or delete areas or quantities of trees to be trimmed as it deems to be in its best interest. The amount of tree trimming to be performed is dependent upon the total amount of funds budgeted for tree trimming. The Contractor shall execute the trimming in the order listed in the Form of Bid, and the total amount of trimming shall not exceed \$ 400,000.00. Trimming operations shall commence no later than 45 days after the Contract has been awarded and shall continue until completion. Unless otherwise authorized by the Fairport Municipal Commission, failure of the Contractor to comply with approved trimming schedule shall be sufficient cause to give notice that the Contractor is in default of the Contract.

1.11 Cleanup: All debris from tree trimming, tree removal and stump operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the Fairport Municipal Commission to do otherwise. All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches, and logs shall be removed from the work site. Work areas are to be left in a condition equal to that which existed prior to commencement of forestry operations.

It shall be the responsibility of the Contractor to remove and dispose of in a proper and acceptable manner, all logs, brush, and debris resulting from the tree maintenance operations.

1.12 Licenses and Permits: The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. This shall include lane closure permits and other needed authorization to conduct tree maintenance operations on all rights-of-way. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

1.13 Pre-bid Meeting: For the purpose of familiarizing bidders with the project and answering questions as needed for clarification of the bid documents, a pre-bid meeting will be held if requested by a vender. The Fairport Municipal Commission will assist all interested bidders by conducting a tour of various areas in which work is to be scheduled for the purpose of training, coordination, and clarification of work specifications.

1.14 Subcontracts: The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Fairport Municipal Commission. The Subcontractor, if approved, shall be bound by the conditions of the contract between the Fairport Municipal Commission and the Contractor, and will be required to perform in accordance with all contract specifications. However, any directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

1.15 Working Hours: The Contractor will schedule work between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday unless authorized by the Fairport Municipal Commission to do otherwise. All work hours shall conform to New York State Labor Department Rules and Regulations.

**TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON
ROADWAYS AND REAR YARD AREAS**

1.16 Supervision: This contract will be under the direct supervision of the Fairport Municipal Commission or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the Fairport Municipal Commissions representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

1.17 Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Fairport Municipal Commission. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract, unless such directives create a safety hazard or potential for personal injury.

1.18 Public Notification: The Contractor shall inform adjacent property owners/residents of planned tree trimming a minimum of **72 hours** before pruning work begins. Notification shall be made in person by knocking on doors of adjacent residents and informing them of trimming that is planned.

In the event, no contact is made, a "Door Hanger" with trimming information shall be left on the knob which shall include contact person(s) and phone number(s) should the resident have any questions. Vender shall have company name, address, and vender's contacts both daytime and emergency on the door hanger. Vender may not have any promotions or sales pitch on door hanger. Door hanger shall be submitted and approved by Fairport Municipal Commission representative.

1.19 Payments: Partial billing is acceptable on a monthly basis. Payment shall be made according to actual completion of work by area as agreed to between the Contractor and the Fairport Municipal Commission. Ten percent (10%) of each invoice is withheld until the Contractor's work is completed to the satisfaction of the Fairport Municipal Commission.

1.20 Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the Fairport Municipal Commission from and against any and all loss, damage, or expense which the Fairport Municipal Commission may suffer or for which the Fairport Municipal Commission may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of the contractor in the execution of the work to be performed hereunder. This indemnity provision shall not apply in cases where the Contractor has not been provided with timely notice, nor shall the Contractor be liable to the Fairport Municipal Commission for any settlement of any complaint affected without the prior written consent of the Contractor. This indemnity provision also specifically does not apply to loss, damage, or expense arising out of contact with the Fairport Municipal Commissions trees by persons (other than employees of the Contractor engaged in the work contemplated by this Agreement) who are in or about such trees.

TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON ROADWAYS AND REAR YARD AREAS

SECTION 2 – TECHNICAL SPECIFICATIONS

2.1 Tree Pruning: Pruning will be done in accordance with the latest revision of the ANSI A300 Standard, which is hereby made a part of these specifications.

The pruning objectives will be decided by the Fairport Municipal Commission, and will be generally as indicated in these contract documents.

All pruning shall be done in a manner so as not to endanger the aerial facilities or persons working on this project.

2.2 Working Proximity to Electrical Hazards: An inspection shall be made by a qualified tree worker to determine whether an electrical hazard exists before climbing, or otherwise entering, or performing any work in the tree.

Only a qualified line-clearance tree trimmer or qualified line-clearance tree trimmer trainee shall be assigned to the work if it is found that an electrical hazard exists. A qualified line-clearance tree trimmer is a tree worker who, through related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance and has demonstrated his/her ability in the performance of the special techniques involved. A trainee shall be under the direct supervision of qualified personnel.

There shall be a second qualified line-clearance tree trimmer or line-clearance tree trimmer trainee within vision or voice communication during line-clearance operations aloft when:

- a. The line-clearance tree trimmer or line-clearance trainee must approach more closely than 10 feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts.
- b. Branches or limbs being removed cannot first be cut (with a pole runner/pole saw) sufficiently clear of the primary conductors and apparatus so as to avoid contact.
- c. Roping is required to remove branches or limbs from such conductors or apparatus.

This does not apply to utility workers engaged in tree trimming incidental to their normal operation.

Line-clearance tree trimmers and line-clearance tree trimmer trainees shall maintain the following clearance from energized conductors given in Tables 1 & 2.

If an aerial lift device contacts and electrical conductor, the aerial device and attached equipment (such as a chipper) shall be considered as energized, and contact with the truck shall be avoided except where emergency rescue procedures are being carried out. Emergency rescue should only be performed by trained persons familiar with electrical hazards.

TREE TRIMMING, TREE REMOVAL AND POWER LINE CLEARING ON ROADWAYS AND REAR YARD AREAS

2.3 Tree Removal – Working Procedures: Trees shall be removed in accordance with accepted industry standards and based on the following minimum requirements:

1. Extreme care shall be taken to prevent limbs, branches, and trunks from falling and causing damage to adjacent homes, driveways, sideways, sidewalks, streets, and other property, both public and private.
2. Limbs and branches larger than four (4) inches in diameter shall be lowered to the ground by the use of ropes or their mechanical devices.
3. Stumps shall not be left higher than one (1) inch above ground level.
4. Debris and logs shall not be left on the public right-of-way overnight.
5. Unless otherwise directed by the Fairport Municipal Commission, the Contractor will be responsible for the proper removal and disposal of all logs, brush, and debris resulting from the tree removal operation.

2.4 Stump Removal: The contractor shall be responsible for grinding stumps and bracing roots on all removals except off road areas or under approval by the Fairport Municipal Commission representative. Stump grinding will be per lump sum pricing as specified in article 2, form of bid, section 2, item 3. The contractor shall provide the Fairport Municipal Commission with a list of stumps remaining following all necessary tree removals.

SECTION 3 – CONTRACT TERMINATION

3.1 Contract Termination: The Fairport Municipal Commission shall have the right to terminate the contract or any part thereof before the work is completed in the event that:

Previously unknown circumstances make it desirable and in the public interest to void the contract.

The Contractor is not adequately complying with the specifications

Proper arboricultural techniques are not being followed, even after warning notification by the Fairport Municipal Commission or its authorized representatives.

The Contractor refuses, neglects, or fails to supply a properly trained workforce and/or skilled supervisory personnel; or the equipment supplied is of the wrong type, of inferior quality, or of insufficient quantity to meet specifications.

The Contractor, in the judgment of the City, is unnecessarily or willfully delaying the performance and completion of the work.

The Contractor refuses to proceed with work when and as directed by the Fairport Municipal Commission.

The Contractor abandons the work.

APPENDIX A

WR-1

STATE WAGE RATES

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wages rates may be obtained at

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1558222>

Prevailing Rate Case Number (PRC# 2023012604) has been assigned to the project.

APPENDIX B

INSURANCE REQUIREMENTS

IR-1

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the Village Department responsible for the agreement and to the Village Clerk/Treasurer. A Certificate of Insurance may be used to show coverage only.

ITEMS:

- A. The Village of Fairport, 31 South Main Street, Fairport, N.Y., 14450 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with the Village of Fairport in which the named insured agrees to defend, hold harmless, and indemnify the Village, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the Village-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least twenty (20) days advance written notice shall be given to Village Clerk/Treasurer at Village Hall, 31 South Main Street, Fairport, N.Y., 14450

MINIMUM COVERAGES AND LIMITS ARE

Workers' Compensation Coverage will be required for anyone doing any kind of work for the Village of Fairport. This includes self-employed individuals. The Village Clerk/Treasurer may waive this requirement.

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CITY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

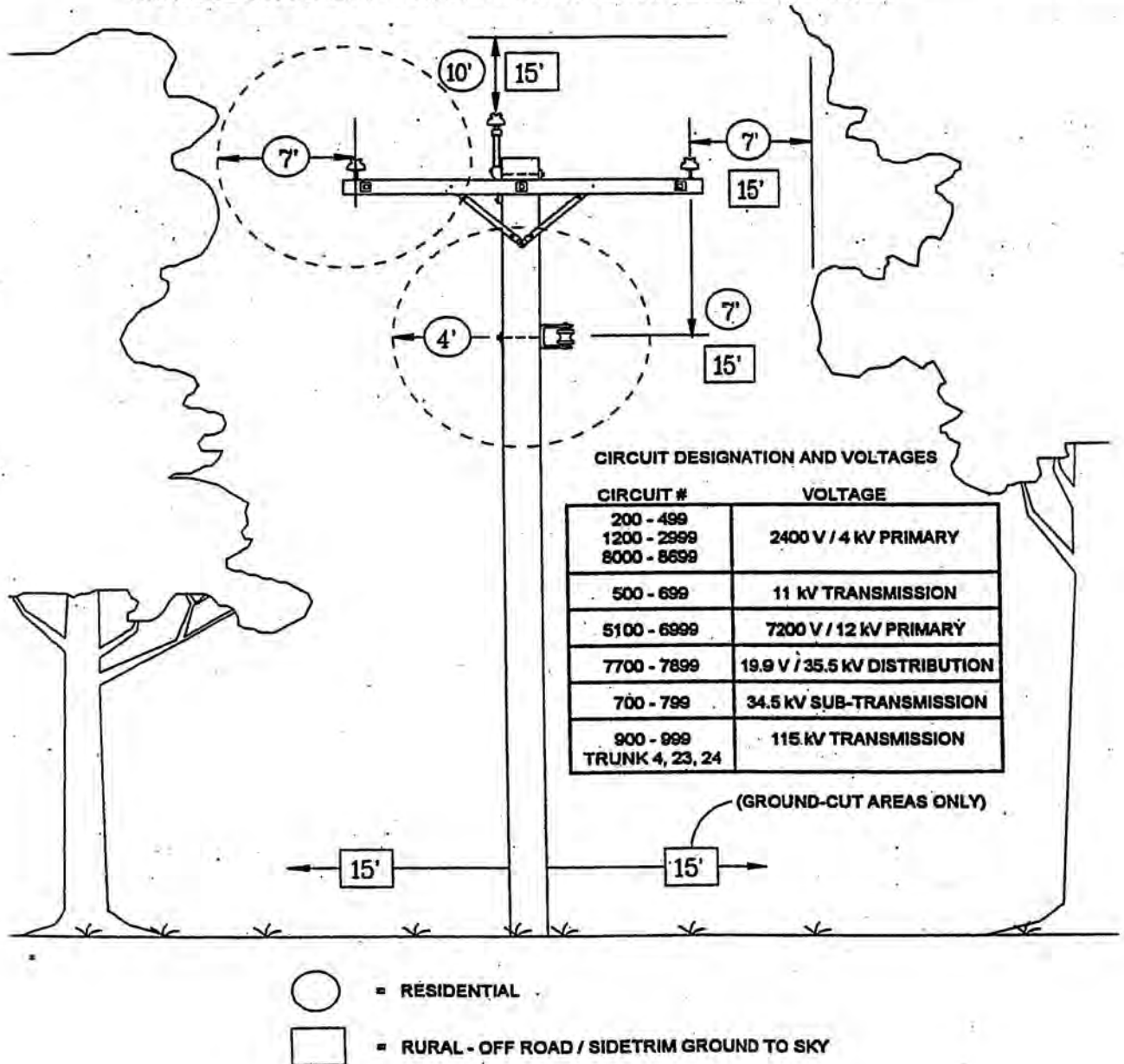
Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverage's. If there are questions, please contact the Village Clerk/Treasurer at 585-421-3202.

APPENDIX C

C-1

RECOMMENDED CLEARANCES

NOTE: ANY DEAD OR BROKEN LIMBS ABOVE THE 7'/15' ZONE THAT ARE OVERHANGING THE WIRES SHALL BE SUFFICIENTLY TRIMMED BACK TO SAFEGUARD THE WIRES.

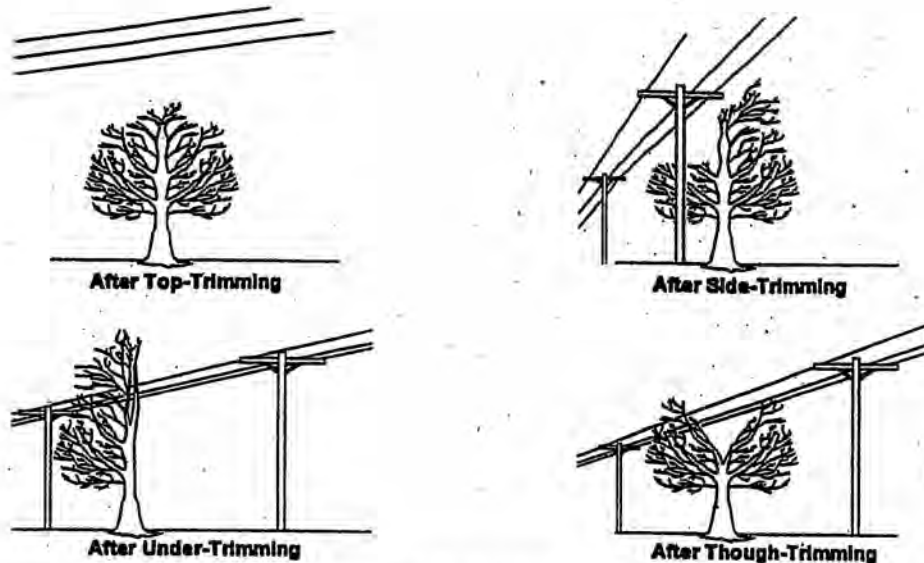


TO BE USED FOR ESTABLISHING MINIMUM APPROACH DISTANCES AS PER OSHA 1910.269

APPENDIX C

C-2

RECOMMENDED CLEARANCES



SPECIFICATIONS BY VOLTAGE

House Services 120/240 Volts

Secondary & St. Lighting

2.4 to 12 KV Residential *

2.4 to 12 KV Rural and Off-Road *

34.5 KV/19.9 KV Sub-Transmission

115 KV to 230 KV

18" Radius

4' Radius

7' Side & Below, 10' Above

15' Radius, or Ground Cut 30' to sky

15' to 30' (Combination Ground Cut and Side Trim)

17' Min. to 75' (Combination Ground Cut and Side Trim)

* A MINIMUM OF 4' SHALL BE PROVIDED ON ALL CONFLICTING TREES AND LIMBS

SPECIAL CONSIDERATIONS

1. Distribution Off-Road Maintenance - A 30' wide Right-Of-Way shall be cleared; disposal shall be LOP & DROP, WINDROW, or CHIP ON SITE. Crew shall notify landowner and or Forestry Section for prior approval.
2. Certain tree species with known weak breaking strength or poor form shall be trimmed so no branches, overhang the Primary conductor. Poplars, Willows, Box-elder, Silver Maple, Swamp Maple, Ailanthus and others shall be considered. All dead wood over conductors shall be removed.
3. Wood and brush shall be moved to areas upland of streams and water courses, and removed from agricultural lands.
4. Along roads where it is allowable, small trees and undesirable brush shall be ground cut and the stumps treated with herbicide.

STORM DAMAGED TREES/ WOOD AND BRUSH REMOVAL

1. Wood and brush resulting from storm damage, dead or broken trees shall be left on site for customer disposal.
2. Trees shall be trimmed using the natural (DROP CROTCH) method. Cuts shall be made outside the branch bark ridge to a lateral at least one-third to one-half the diameter of the parent limb or leader that is being removed.

**APPENDIX D
WORK AREAS**

WA-1

AREA WORK	ROAD / ADDRESS DESCRIPTION	POLE RANGE
1	JEFFERSON AVE Corner of Fairport Road to Ayrault Road	Pole 25-1 to 25-36
2	TERRACE DRIVE – WEST SIDE Jefferson Ave to 11 Terrace Drive	Pole 25-5.5 to 25-5.5d
3	PILGRIM CIRCLE – EAST SIDE Jefferson Ave to #6 Pilgrim Circle	Pole 25-6.25 to 25-6.25A9
4	CRYSTAL SPRING LANE – WEST SIDE Jefferson Ave to 16 Crystal Spring Lane Jefferson Ave to 19 Crystal Spring Lane	Pole 25-12.5 to 25-12.5E Pole 25-14.5 to 25-14.5d
5	JEFFERSON COURT – WEST SIDE Jefferson Ave to 12 Jefferson Court	Pole 25-16 to 25-16E
6	BRENTWOOD LANE – WEST SIDE Jefferson Ave to 14 Brentwood Lane 5 Brentwood Lane to 15 Brentwood Lane 166 Brentwood Lane to 158 Brentwood Lane	Pole 25-20 to 25B-5 Pole 25B-6 to 25B-8 Pole 25B-10 to 25B-12
7	WHITE OAK LANE – WEST SIDE Jefferson Ave to 10 White Oak 1 White Oak to 9 White Oak	Pole 25-25.5 to 25-25.5-5 Pole 25-25.5-2 to 25-25.5-8
8	ALINA STREET – WEST SIDE Jefferson Ave to 37 Alina St	Pole 25-27.5 to 25-27.5F
9	MEADOWLARK DR – WEST SIDE 530 Jefferson Ave to 14 Meadowlark Dr 21 Meadowlark Dr to 15 Meadowlark Dr	Pole 25-29.5 to 25C-5 Pole 25C-2 to 25C-8
10	WARD LANE Jefferson Ave to 101 Ward Lane	Pole 25-31.5 to 25-31H
11	SUNNYBROOK LANE 14 Sunnybrook to 16 Sandy Hill	Pole 82-23 to 82-23F

**APPENDIX D
WORK AREAS**

WA-2

AREA WORK	ROAD / ADDRESS DESCRIPTION		POLE RANGE
12	ERIE DRIVE – EAST SIDE 230 Jefferson Ave to 83 Garden Dr 50 Erie Dr to 82 Garden Dr 82 Garden Dr to 1 Garden Dr 7 Erie Dr to 65 Erie Dr	SPUR	Pole 82-25 to 82-19 Pole 82-6 to 82-20 Pole 82-21 to 82-21A Pole 82-9 to 82-16.5
13	MARIDANA – EAST SIDE 4 Maridana to 44 Maridana 2 Maridana to 38 Maridana		Pole 82-26 to 82-33.5 Pole 82-34 to 82A-8
14	LISAND DRIVE – EAST SIDE From 2 Lisand to 33 Garden Dr		Pole 82-34.5 to 82-41A
15	GARDEN DRIVE – EAST SIDE 1 Briarwood to 29 Garden Dr 15 Garden Dr to 11 Garden Dr 39 Garden Dr to 75 Garden Dr 1 Garden Dr to 7 Garden Dr	SPUR SPUR	Pole 82-41 to 82-56 Pole 82-47 to 82-50 Pole 82-8 to 82-40 Pole 25-20.5 to 82-52
16	WOODCREST – EAST SIDE 4 Woodcrest to 10 Woodcrest 5 Woodcrest to 39 Woodcrest 1 Woodcrest to 3 Woodcrest	SPUR	Pole 25-27B1 to 25-27B3 Pole 25-27A1 to 25-27A14 Pole 25-25 to 25-25A
17	OAKWOOD MANOR (APARTMENTS) – EAST SIDE 374 Jefferson Ave to Apartments		Pole 25-23 to 25D-10
18	AYRAULT 232 to 280 Ayrault Rd.		Pole 26-5X to 26-5XF
19	ALDRICH ROAD 1 Aldrich to 417 Aldrich 187 Aldrich to 208 Aldrich	SPUR	Pole 42-1 to 42-25 Pole 42-10 to 41-10B
20	MARGO DRIVE/PEPPERMILL 142 Moseley Rd to 23 Margo 23 Margo to 1329 Turk Hill Road 38 Margo to 17 Peppermill 114 Moseley Rd to 10 Peppermill 2 Peppermill to 10 Peppermill	SPUR	Pole 29-10 to 23C-11 Pole 23C-11 to 23-34 Pole 23C-3 to 23C-6 Pole 29B-1 to 29B-15 Pole 23-33A to 23-33D

**APPENDIX D
WORK AREAS**

WA-3

AREA	ROAD / ADDRESS WORK DESCRIPTION	POLE RANGE
21	WHITNEY FARMS WEST	
	#1 Buckwheat Drive to #3 Wheatstone Circle	Pole 5B-42 to 5B-1
	#3 Wheatstone Circle Across Street to #4 Wheatstone Circle	Pole 5B-1 to 2B-2
	#4 Wheatstone Circle to #46 Wheatstone Circle	Pole 2B-2 to 2B-12
	#17 Buckwheat Drive Across Street to #27 Buckwheat Drive	Pole 5B-38 to 5B-44
	#27 Buckwheat Drive to #90 Wheatstone Circle	Pole 5B-44 to 5B-55
22	ROLLING HILLS SUBDIVISION	
	#3 Gentian Way to 3 Woodbridge Ter	Pole 41D-1 to 41D-23
	Including spur from poles	41D-12, 41D-12C,
	(Spur feeds house #73, 81 & 83 Matthew Drive)	41D-12B, 41D-12A
	#16 Gentian Way to #26 Dahlia	
	#26 Dahlia to #63 Matthew Drive	Pole 41E-3 to 41E-32.5
	#1 Larkspur Lane to #6 Larkspur Lane	Pole 41B-32A to 41B-35C
	4 Woodbridge Ter to 35 Stony Brook Ln	Pole 41-22A to 41-22C
		(Including 41-22 to 41-22B)
		Pole 41B-49A to 41B-56
23	EAST WHITNEY ROAD	
	Route 250 easterly to Hamilton Road	Pole 3-.5 to 3-37
	Hamilton Road to 2495 East Whitney Road	Pole 11-41 to 11-78
24	WEST WHITNEY ROAD	
	4677 Nine Mile Pt Rd. to 600 Whitney Rd W.	Pole 2-1 to 6-30
25	TURK HILL RD	
	1000 Cobbs Ln	Pole 23-3 to 23-3D
	897 Turk Hill Rd	Pole 19-11 to 19-11C
26	WHISPERWOODS DR	
	From Whisperwood to 2334 Turk Hill Rd.	Pole 32-A4 to 32-A9
27	HILLCREST	
	Ayrault Rd to 1 Hillcrest	Pole 81-.5 to 81-5
	Ayrault Rd to 5 Shady Lane	Pole 81-6 to 81-17
	21 Shady Lane to 30 Shady Lane	Pole 81-10 to 81-10C

**APPENDIX D
WORK AREAS**

WA-4

28	GRAND VIEW LANE 48 Grandview to 68 Grandview 60 Grandview to 71 Grandview 47 Grandview to 49 Grandview	Pole 40A-1 to 40A-9 Pole 40A-6 to 40A-16 Pole 40A-14 to 40A-13
29	LITTE SPRING RUN 28 to 44 Little Spring Run	Pole 27B-7B to 27B-7G
30	REAR WATERFORD/BRIDGEWOOD/PORTMEADOW	Pole 42A-43 to 42A-16.5
31	THAYER ROAD To be ground cut to spec of rural off road. From Route 31 to House # 970 Thayer Road Trim Tap to house #7323 Pittsford Palmyra Road Trim Willow at #345 Thayer Leaving no Overhangs From House #345 Thayer Road, Ground Cut to 36-16.5 Trim Tap at House #528 Thayer Road Trim Tap at House #555 Thayer Road	Pole 36-.5 to 36-47 Pole 36-1 to 36-1A Pole 36-16.5 to 36-18 Pole 36-24 to 36-24B Pole 36-26 to 36-26B
32	BLUHM ROAD To be ground cut to spec of rural off road. Corner of Thayer Road to #65 Bluhm Road Tap to #10 Bluhm Road From house #65 Bluhm Road to Victor Road Tap at #173 Bluhm Road	Pole 36-20 to 36-20D Pole 36-20B to 36-20F Pole 83-1 to 83-27 Pole 83-23 to 83-23B
33	LOUD ROAD To be ground cut to spec of rural off road. From Route 31 to Bluhm Road Trim Tap to House #303 Loud Road	Pole 36A-1 to 36A-25 Pole 36A-15 to 36A-15C

APPENDIX D WORK AREAS

WA-5

34

DPW Routine Pruning

Add.	Street	On Street	Unit	Side	Tree ID #	Species	DBH	Notes
66	East Ave	East Ave	1	Front	1	Linden - Littleleaf	17	
21	Mt Venon Cir	Mt Venon Cir	1	Median	1	Oak - English	22	In circle
10	Prospect St	Prospect St	2	Front	1	Linden - American B	12	
88	Roselawn Ave	Roselawn Ave	2	Front	1	Maple Silver	39	Street Clearance
76	West Ave	West Ave	2	Front	1	Maple - Silver	37	
121	West Ave	West Ave	2	Front	1	Hackberry-Prairie Pi	10	Clearance
131	West Ave	West Ave	2	Front	2	Maple - Norway	26	Road Clearance
134	West Ave	West Ave	2	Front	1	Linden - Littleleaf	15	Clearance
137	West Ave	West Ave	2	Front	1	Maple - Norway	13	Road Clearance
137	West Ave	West Ave	2	Front	2	Maple - Norway	26	Road Clearance
14	West St	West St	2	Front	1	Linden - Littleleaf	17	
57	Dewey Ave	Dewey Ave	4	Front	1	Linden - Littleleaf	13	Street Clearance
48	E Church St	E Church St	5	Front	1	Linden - Littleleaf	14	Clearance

35

DPW Safety Pruning Pruning - Group 1

Add.	Street	On Street	Unit	Side	Tree ID #	Species	DBH	Notes
136	Parce Ave	Parce Ave	1	Front	1	Maple - Norway	19	
136	Parce Ave	Parce Ave	1	Front	2	Maple - Norway	24	
187	S Main St	S Main St	4	Front	1	Maple - Norway	14	
5	Jackson Pl	Jackson Pl	5	Front	1	Boxeleder	12	Dead branches and clearance

APPENDIX D WORK AREAS

WA-6

36

DPW Crown Reduction Pruning

Add.	Street	On Street	Unit	Side	Tree ID #	Species	DBH	Notes
60	East St	East St	1	Front	1	Maple - Norway	25	Remove leads for sidewalk plow clearance
62	East St	East St	1	Front	1	Maple - Norway	28	Remove leads for sidewalk plow clearance
30	Frank St	Frank St	1	Front	1	Maple - Hedge	25	Remove leads for sidewalk plow clearance
40	Frank St	Frank St	1	Front	2	Maple - Norway	21	Remove leads for sidewalk plow clearance
75	High St	High St	1	Front	1	Crabapple	12	Remove leads for sidewalk plow clearance
83	High St	High St	1	Front	2	Crabapple	13	Remove leads for sidewalk plow clearance
93	High St	High St	1	Front	1	Crabapple	12	Remove leads for sidewalk plow clearance
5	Clifford St	Clifford St	2	Front	1	Crabapple	12	Remove leads for sidewalk plow clearance
127	Roselawn Ave	Roselawn Ave	2	Front	1	Maple - Sugar	22	Property owner request - reduce away from house and over private trees
55	Dewey Ave	Dewey Ave	4	Front	1	Planetree - London	18	Remove infected lead
119	W Church St	W Church St	4	Front	1	Linden - Littleleaf	16	Reduce leads over road

APPENDIX D WORK AREAS

WA-7

37

DPW Street Tree Removals

Add.	Street	On Street	Unit	Side	Tree ID #	Species	DBH	Notes
8	Elm St	Elm St	1	Front	1	Crabapple Species	7	Dying
29	Woodlawn Ave	Woodlawn Ave	2	Front	1	Maple - Hedge	12	Dead / Dying
10	E Church St	E Church St	5	Front	2	Maple - Norway	20	
58	E Church St	E Church St	5	Front	1	Linden - Littleleaf	5	Storm damage
5	Suffolk St	Suffolk St	5	Front	1	Maple - Silver	35	
40	Winding Brook Dr	Winding Brook Dr	5	Median	1	Maple - Norway	15	
48	Winding Brook Dr	Winding Brook Dr	5	Median	2	Maple - Norway	15	

38

DPW Ash Tree Removals - Group 1

Add.	Street	On Street	Unit	Side	Tree ID #	Species	DBH	Notes
8	Deland Park A	Deland Park A	1	Front	1	Ash - Green	16	EAB
1	James St	Potter Pl	4	Side	1	Ash -Green	24	Street Clearance

39

DPW Off Street Tree Removals - Group 1

Add.	Street	On Street	Unit	Side	Tree ID #	Species	DBH	Notes
	Village Landing	Village Landing	6	West			8	Dead
	Winding Brook Park	Winding Brook Park	6	West	1	Maple - Norway	12	Dead
	Winding Brook Park	Winding Brook Park	6	West	2	Ash - Green	20	Dying

**APPENDIX D
WORK AREAS**

WA-8

40

DPW Stump Grinding

Add.	Street	On Street	Unit	Side	Tree ID #	Species	DBH	Notes
72	W Church St	Woodlawn Ave	2	Side	2	Ash - Green	18	2022 Removal
137	S Main St	S Main St	4	Front	1	Maple - Norway	24	2023 Removal
224	S Main St	S Main St	4	Front	2	Cherry	7	2023 Removal
249	S Main St	S Main St	4	Front	2	Crabapple	4	2023 Removal
53	W Church St	W Church St	4	Front	3	Linden - Littleleaf	18	2023 Removal
53	W Church St	W Church St	4	Front	4	Ash - Green	12	2023 Removal
5	Park Circle Drive	Park Circle Drive	5	Front	1	American Hophornbeam	2	Snapped off at base. 2021 planting. Dig up stump.

41

FMC TREE REMOVAL

20 Old Post – Remove locust next to pole

Pole 26B-9

Appendix – Map of Work Areas

