



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** TREE REMOVAL, TREE TRIMMING AND STUMP  
REMOVAL SERVICES

**CONTRACT #:** 0314-19 (4700007518)

**CONTRACT DATES:** 4/26/2019 – 4/30/2024

**BUYER:** Sean Wilcox  
**PHONE:** (585)753-1136  
**EMAIL:** swilcox@monroecounty.gov

**VENDOR(S):** Terry Tree Service, LLC  
755 Jefferson Road, Suite 200  
Rochester, NY 14623  
P: (585) 436-2900  
F: (585) 783-1209

Sean Wilcox  
Buyer

XC: BP FILE  
VENDOR

## TERMS AND CONDITIONS

**BID ITEM:**

**TREE REMOVAL, TREE TRIMMING AND STUMP REMOVAL**

**FOR:**

**Department of Transportation**

**PURCHASING  
CONTACT:**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sean Wilcox  
Monroe County Division of Purchasing  
39 West Main Street Room 200  
Rochester, NY 14614  
Email: [swilcox@monroecounty.gov](mailto:swilcox@monroecounty.gov)

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **Tuesday, April 16, 2019.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Thursday, April 18, 2019.**

**DUPLICATE COPIES:**

**PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

**BID INFORMATION:**

At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

**SUBMITTAL OF  
FORMAL  
PROPOSAL:**

Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt if awarded the contract. (Visit [www.wcb.ny.gov](http://www.wcb.ny.gov) for forms.)

**SPECIFICATION  
ALTERATIONS:**

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

**NYS WAGE RATES:**

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC#2019004355 developed for this project.**

**BRAND REFERENCE:**

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

**QUALIFIED BIDDER:**

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF  
AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by Group or item, depending on whichever method results in the lowest overall cost to the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts.** Bidders are not required to bid on every Group included in the bid; however, they must bid on every item within each Group in order to be considered. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

**CONTRACT TERM:**

Contract will start with the date of the contract award and run through **April 30, 2020**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

**PRICE CHANGES:**

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

**MINIMUM ORDER:**

No minimum order is specified for this contract. Agencies must be able to order as needed.

**PURCHASE ORDER  
ISSUANCE:**

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**BILLING  
PROCEDURE:**

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**WARRANTY/  
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED  
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

**SUBCONTRACT:**

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

**RELATED ITEMS:**

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF  
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

**SECURITIES AND  
INSURANCE:**

Any Certificate of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 P.M. on that day.

**COMPLIANCE WITH  
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules, and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

**OTHER AGENCIES:**

The Contractor(s) **must** honor the prices, terms and conditions of this contract as detailed in the specifications, with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions and specifications of this contract to any political subdivision or district located in New York State. 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. Monroe County 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.

**INDEMNIFICATION:**

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**BP0314-19**  
**TREE REMOVAL, TREE TRIMMING AND STUMP REMOVAL SERVICE**  
**SPECIFICATIONS**

**Scope of Work:**

The Department of Transportation will have an undetermined amount of dead or dangerous trees that will imperil the County Highway 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 phone number shall be furnished to Monroe County during the contract period.

Job site protection for the safety of the public is critical during any of the operations. The Contractor shall provide all necessary pedestrian and traffic warning devices. No open excavation may be left unattended at any time.

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 trees, branches or stump grinding from the highway Right of Way (ROW) as designated by the Director of Transportation or designee. Work included under this section:

- a. Tree Removal / Tree Trimming / Stump Grinding
- b. Disposal
- c. Clean-up

This contract allows for utilization by other municipalities although the response time is different for other agencies as indicated in the Completion of Work Section noted below.

**Tree Removal:**

All tree removals shall be measured at diameter breast height as defined below. Contractor must follow all requirements as identified in this specification under section - Safety Standards of Performance.

**D.B.H. Definition:**

Diameter of tree trunk at Breast Height, measured at 4 1/2 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.

**Completion of Work:**

All work for Monroe County shall be completed within 14 calendar days from notification by the Director of Transportation or their designee, unless otherwise designated as emergency work. Stump removal shall be performed within 14 calendar days of notification by Monroe County, or within 14 calendar days of the tree removal. Exceptions shall be obtained from the Director of Transportation or his designee.

All work for other agencies, shall be completed within 28 calendar days from notification by the Commissioner of Public Works / Superintendent of Highways, or their designee, unless otherwise designated as emergency work. Stump removal shall be performed within 28 calendar days of notification by the agency, or within 28 calendar days of the tree removal. Exceptions shall be obtained from the Commissioner of Public Works / Superintendent of Highways or his designee.

**All emergency work shall be responded to within 1 hour of notification and be completed within 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.**

**Branch Cutting:**

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.

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, do not cut into established callus growth at the base of the stub.

**Stumps:**

All designated tree stumps will be mechanically ground to a depth 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 6 inches below existing grade. The Contractor shall be required to grind exposed surface roots which interfere with turf maintenance.

**Topsoil and Seeding:**

All stone, excess wood chips, debris, tools, equipment 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 the same day that the stump is ground. 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 a dense weed free stand of grass is evident.

**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 Director of Transportation or his designee and the adjacent property owner. If any damage occurs as a result of this work, the Contractor shall immediately notify the Director of Transportation or their 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 his own expense, shall restore all damaged or injured items to a condition which meets the approval of the Director of Transportation or their designee
- b. Private Property: The Contractor, at his 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 Monroe County DOT / agency, 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 they are going to perform.
- c. The Contractor shall notify the Monroe County Department of Transportation designee / agency that assigned the work, and the resident at least 24 hours prior to performing any work that is scheduled within the next week.

**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 his work on major traffic arteries with the appropriate Police Department 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 his discretion in an authorized area at no additional cost to the County of Monroe.

**Utilities:**

The Contractor shall notify and coordinate the 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 appropriate utility company 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 responsibility of the Contractor to notify any property owner a minimum of forty-eight (48) hours in advance when electrical, cable T.V., or telephone service is to be interrupted.

The Contractor is responsible for contacting and coordinating work with the proper utility 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 utility 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:**

The bidder must have at least two (2) aerial lift or bucket trucks with insulated upper and lower booms that extend to a working distance of at least 70 feet, and must comply with New York State Department of Labor, Industrial Code Rule #3, with current certificates for a dielectric testing, and also must comply with the U.S. Department of Labor O.S.H.A. Standards (ANSI A92.2).

A listing of the last three (3) years of experience with other municipalities or counties; listing the name addresses and phone numbers of the responsible person, and the amount of the bid.

The contractor shall provide a qualified and experienced arborist to survey all trees along County road sides on behalf of the County. This survey shall be completed prior to the start of removal work and shall include hazard reduction. A County 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 arborist shall have sufficient experience with municipal work. The arborist's name, qualifications and experience shall be included with the bid. The cost of the arborist's services shall be included in the multiplier. The arborist must either be certified according to standards of the International Society of Arboriculture, the American Society of Consulting Arborists, or equivalent.

**Work Sites:**

Trees and stumps for removal will be located primarily along County Highway Rights of Way, County owned property, or other public right of way.

**Tree and Stump Locations and Identification:**

- a. The agency 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.

**Basis of Bid**

The option multiplier price bid shall be applied to the scheduled payment item prices contained in the proposal. **Do not show percentages to show the multiplier.** Any bid showing percentages will be rejected. **The multiplier shall be submitted to 4 decimal places.** (Example 0.xxxx or 1.xxxx). The price bid shall also include the clean-up of debris from adjoining lawns, walks and streets which was caused by the removal of the trees and limbs involved in this contract.

The tree bids will be separated into two categories:

1. Monroe County
2. Other Agencies

**Method of Measurement**

The unit price(s) will be based on each item.

The following will be a FIXED Price items:

Emergency Surcharge (FIXED Price)	Any Size	\$300.00
Stump Grinding (FIXED Price)	Any Size	\$350.00
Tree Trimming (FIXED Price)	Any Size	\$250.00

**Billing:**

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 contractor 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 1 distinct trunk at 4 1/2 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.

**Basis of Award:**

There will be a separate award for each Category:

1. Monroe County
2. Other Agency

Each option will be awarded to the bidder with the lowest multiplier. Bidders shall only submit a single multiplier for each Category. Deletion or changes to items listed or scheduled unit prices will be cause for rejection of the bid. The multiplier will be applied to each of the scheduled values for the award and contract pricing.

**TREE REMOVAL, TREE TRIMMING AND STUMP REMOVAL SERVICE  
PRICE SHEET (05/01/2022)**

		MONROE COUNTY WORK	OTHER AGENCY WORK
PROCESS	SIZE (inch) DBH	UNIT PRICE	UNIT PRICE
Tree Removal (Each)	≤ 14	\$142.00	\$318.00
	15 - 24	\$284.00	\$636.00
	25 - 36	\$568.00	\$1,272.00
	37 - 48	\$1,136.00	\$2,544.00
	≥ 49	\$1,420.00	\$3,180.00

Emergency Surcharge (FIXED Price)	Any Size	\$300.00
Stump Grinding (FIXED Price) per stump	Any Size	\$350.00
Tree Trimming (FIXED Price) per tree	Any Size	\$250.00