



CONTRACT INFO SHEET

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

DATE: May 8, 2025

CONTRACT EXTENSION

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

BID PROJECT: 0311-24 (7700000254)

CONTRACTOR: BIRCHCREST TREE & LANDSCAPE LLC
150 LEE ROAD
ROCHESTER, NY 14606

CHANGE AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH APRIL 30, 2026.

SEAN WILCOX
BUYER

xc: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM: **TREE REMOVAL, TREE TRIMMING AND STUMP REMOVAL SERVICES**

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

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, March 26, 2024.**

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 **Wednesday, March 27, 2024.**

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. (Visit 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.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

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# 2024002740 developed for this project.**

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 to the lowest responsive and responsible bidder based on the **multiplier** that results in the lowest overall cost to the County. The County will award the bid as a whole. **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, 2025**, 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.**

**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.

**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 PM, on that day.

SUBCONTRACT:

The successful Bidder shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager. Notwithstanding the foregoing, subcontractor(s) set forth in a Bidder's MBE/WBE Utilization Plan submitted pursuant to the Minority and Women Owned Business Enterprise Requirements and approved by the County's Director of Diversity, Equity, and Inclusion shall be deemed to be approved subcontractor(s).

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.

**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.

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.

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

**MINORITY AND
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REQUIREMENTS**

a. Requirements (forms included in appendix a)

The Bidder shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the Bidder shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by Bidder are described in subparagraphs b and d below.

The Bidder shall designate, in writing, an executive of its company who will have overall responsibility for implementing the Bidder's MBE/WBE Utilization Plan. The successful Bidder shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Requirements. This report form is to be completed by the successful Bidder and submitted to the County with each monthly progress payment application.

Bidders that are either MBEs or WBEs will be allowed to include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a Bidder is a MBE, such Bidder shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a Bidder is a WBE, such Bidder shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a Bidder is both a MBE and WBE, the Bidder shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The County reserves the right to require specific certification program(s) for its projects.

The successful Bidder shall also be required to submit payment records, which demonstrate payment by the Bidder to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the County.

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b. Bidder's Detailed M/WBE Utilization Plan

An M/WBE utilization plan shall be submitted with each Bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a

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signed Letter of Intent from each of the MBE/WBE firms identified in the Plan.

The Plan must identify the MBE and WBE firms to be utilized by the Bidder. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a firm is unable to show attainment of program goals when submitting the utilization plan, Bidder must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The County's Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving Bidder's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The successful Bidder will be obligated, throughout the term of the Contract, to furnish to the County's M/WBE Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the County with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of Bidder's obligations and the County shall have the right, at its discretion, to order the work suspended until Bidder has complied with this provision. Any costs associated with or resulting from a suspension of work due to Bidder's failure to comply with this provision shall be Bidder's sole responsibility.

Any amendments to the Utilization Plan submitted by Bidder must be approved by the County's M/WBE Program Manager, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted for change orders over \$20,000.

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c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of nonresponsiveness and/or nonresponsibility, the County may disqualify a bid as being nonresponsive and/or nonresponsible for failure to provide a timely MBE/WBE Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the Bidder's MBE/WBE Utilization Plan.

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d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The County's Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely pro forma are

not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the County's Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the County's Director of DEI will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. **The Bidder shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms.** The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.
3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and

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economically feasible units to facilitate M/WBE participation, **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation

4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers, to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a Bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A Bidder's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the Bidder has the ability and/or desire to perform the contract work with its own forces does not relieve the Bidder of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.

8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
10. The County's M/WBE Program Manager will provide assistance to potential bidders in connecting with M/WBEs.

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e. Payment Deductions

The Bidder's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the Bidder of the obligations under the Contract. In the event of such a default by Bidder, the County shall be entitled to deduct payment to Bidder in the percentage amount of the Contract which equals Bidder's shortfall from the M/WBE participation goals for this project. Such deductions by the County may begin with the Bidder's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the Bidder thereafter performs in accordance with an approved M/WBE Utilization Plan, the County will reimburse any payment deductions made pursuant to this provision. In the event the Bidder continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the County will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to County under law or in equity.

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f. Additional Requirements

1. M/WBE Supplier

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel,

stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2. M/WBE Trucking

No material costs will be credited towards a project's M/WBE goals. M/WBE trucking participation credit will be granted for the utilization of M/WBE owned or leased equipment only.

3. M/WBE Labor Only Subcontracts

The M/WBE subcontractor shall submit documentation of the relationship between its work force and the Bidder's work force. The Bidder and the M/WBE subcontractors shall submit copies of the certified payrolls to the County (or designee).

4. M/WBE Subcontract to Non-M/WBE

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime Bidder shall no longer be considered a bona fide M/WBE subcontract.

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g. Conditions of Participation

M/WBE participation will be counted toward meeting the M/WBE contract goals, subject to all of the following conditions:

1. Commercially Useful Function

The Bidder is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Bidder shall receive no credit toward the goal.

2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Bidder, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Bidder or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than

50% of the equipment required to perform the work of the subcontractor may be obtained from the Bidder, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

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h. Certification Process

The State of New York and Monroe County maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below.

1. Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals.
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women.
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including

management and supervision of the work.

- (e) Owned, controlled and operated - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).

BP0311-24
TREE REMOVAL, TREE TRIMMING,
AND STUMP REMOVAL SERVICES
TECHNICAL SPECIFICATIONS

DESCRIPTION

The work shall consist of trimming and/or removal of tree branches, limbs, trunks and/or stumps on either an **Emergency** or **Routine** basis within or directly adjacent to a highway Right-of-Way (ROW) or on public property. **The Contractor shall be available to respond 24 hours per day for Emergency Work requests. A 24-hour emergency phone number shall be furnished to Monroe County for use during the contract period.**

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

SCOPE OF WORK

The work shall consist of furnishing all materials, labor, and equipment necessary to trim or remove dead, diseased, weakened, dangerous, conflicting, and/or extraneous trees, limbs, branches, and/or stumps within or directly adjacent to a highway Right-of-Way (ROW) or on public property, as directed by the County. Work shall include:

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

This contract allows for utilization by other municipal Agencies; the completion times are different for other municipal Agencies as indicated in the Completion of Work section below.

Work Sites

Trees and stumps identified for trimming or removal may be located primarily along a highway Right-of-Way (ROW), on public property, or on private property immediately adjacent to a public Right-of-Way (ROW).

Tree and Stump Locations and Identification

- a. The County shall identify trees and/or stumps to be trimmed and/or removed.
- b. If at any time uncertainty exists about which tree or stump is to be trimmed or removed, the Contractor shall request confirmation from the County before beginning his work. The Contractor will not be paid for any work involved with trimming or removal of an incorrect tree or stump.

Tree Removal

All tree removals shall be measured by Diameter at Breast Height (DBH) as defined below. The Contractor shall follow all safety requirements as identified in the Safety Standards of Performance section of these specifications.

DBH Definition

Diameter at Breast Height (DBH) shall be defined as the diameter of the tree trunk measured at 4 1/2 feet above the ground level. Any discrepancies between the DBH listed on the work lists and actual DBH shall be determined by a graduated circumferential measuring tape reading.

Completion of Work

All work for Monroe County shall be completed within 14 calendar days of notification by the County, unless designated as Emergency Work. Stump removals shall be performed within 14 calendar days of notification by the County, or within 14 calendar days after tree removal. Exceptions must be agreed upon by the County.

All work for other municipal Agencies shall be completed within 28 calendar days of notification by the other Agency, unless designated as Emergency Work. Stump removals shall be performed within 28 calendar days of notification by the other Agency, or within 28 calendar days after tree removal. Exceptions must be agreed upon by the other Agency.

All Emergency Work shall be responded to within 1 hour of notification and shall 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 in the form of a surcharge per tree added to the unit price for routine tree removal.

Limb and Branch Cutting

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 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.

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

When pruning out dead branch stubs from previous utility line trimming work, the Contractor shall not cut into established callus growth at the base of the stub.

Stumps

All designated tree stumps shall be mechanically ground to a depth of 6 inches below existing grade adjacent to the stump location. All debris/wood chips shall be removed by the Contractor. All exposed above grade root collars shall be considered to be 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 grind all exposed surface roots which may inhibit turf maintenance.

Wood and Debris Disposal

All wood, wood chips, and brush is to be removed from the work 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 driveway, walkway, or highway (including shoulders). The work 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 wood 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.

Topsoil and Seeding

All stone, wood chips, debris, tools, equipment, and soil resulting from the removal of stumps shall be completely excavated, removed, and the holes filled with soil equal to or greater than that in the adjacent areas the same day the stump is ground. No brush, wood chips, stumps, etc. shall be used to fill the holes. Weed-free topsoil shall be 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; unless otherwise approved by the Agency. The Contractor may be required to re-apply grass seed as necessary until a dense weed-free stand of grass is established.

DAMAGE RESPONSIBILITY

As part of this contract, the Contractor shall be held accountable for any and all damage to buildings, walkways, driveways, utilities, trees, grounds, and persons, which occur while performing the work for this contract. In advance of performing any work, the Contractor is responsible for documenting all pre-existing site conditions which could be later attributed to damage from the work. Prior notice of any such pre-existing conditions shall be made to the County and the adjacent property owner. If any damage occurs as a result of the work, the Contractor shall immediately notify the County. 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. Damages shall be rectified as outlined below:

- a. *Public Right-of-Way/Public Property:* The Contractor, at his own expense, shall restore all damaged or injured items to a condition which meets the approval of the County.

- 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.

NOTIFICATIONS

- a. The Contractor shall provide the County with a prioritized listing of contact persons with phone numbers for contact during emergencies.
- b. The Contractor shall attempt to contact the adjacent resident to give advanced notice of the work they are going to perform.
- c. The Contractor shall notify the County that assigned the work and the adjacent resident at least 24 hours prior to performing any work that is scheduled within the next week.

MAINTENANCE AND PROTECTION OF TRAFFIC (MPOT)

The Contractor shall be responsible for all Maintenance and Protection of Traffic (MPOT) required while performing the work. MPOT shall meet the requirements of Section 619 of the current version of NYSDOT Standard Specifications and the current version of the national Manual on Uniform Traffic Control Devices (MUTCD), including the New York State Supplement (NYSS).

Tree removal, trimming, and stump grinding operations shall be conducted with minimal interference with vehicular traffic, pedestrian traffic, and bystanders, as practical. Adequate warning signs and devices shall be placed to warn all approaching traffic of tree removal operations conducted along streets where traffic impedance is anticipated. The Contractor may coordinate his work on major traffic arteries with the appropriate local Police Department and shall abide by their requirements concerning times of work, warning systems, and movement of equipment.

UTILITIES

The Contractor shall notify and coordinate his work with the appropriate utility agencies when water, gas, electric, fiber optic, telephone, cable, sewer or other utility lines or structures may be affected by the work being performed 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 agency 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 adjacent residents a minimum of 48 hours in advance of the work when electric, fiber optic, cable, or telephone service will be interrupted.

The Contractor is responsible for contacting and coordinating his work with the proper utility agencies to remove any overhead and/or underground hazard. The presence of such hazards 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 unless the appropriate utility agency has been notified of this intent and was given reasonable opportunity to respond.

SAFETY STANDARDS OF PERFORMANCE

All work as part of this contract shall be performed in compliance with the current version of ANSI Standard Z.133.1 "Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements".

QUALIFICATIONS FOR BIDDERS

Prospective Bidders must have at least two (2) aerial lift and/or bucket trucks with insulated upper and lower booms that extend to a working distance of at least 70 feet. The Vendor's/Contractor's vehicles and work operations must comply with the current versions of New York State Department of Labor Industrial Code Rule #3 with current certificates for a dielectric testing, New York State Labor Law Section 241(6) as laid out in Part 23 of Title 12 of the New York Codes, Rules, and Regulations (NYCRR), and ANSI/SAIA A92.2 *Vehicle-Mounted Elevating and Rotating Aerial Devices* standards.

Prospective Bidders shall include a listing of the last three (3) years of applicable work experience with other municipal Agencies with the Bid Proposal. The listing should include the name, email address, and phone number of the Agency's contact person, and the amount of the contract.

The Contractor shall provide a qualified and experienced Arborist to survey all trees identified for trimming or removal within the public (ROW). This survey shall be completed prior to the start of trimming or removal work and shall include hazard reduction. An Agency representative shall accompany the Arborist during all survey activities. The Arborist shall also be available to meet with residents, if requested, to discuss the need for the work. The Arborist shall have sufficient experience with municipal work. **The Arborist's name, qualifications, and experience shall be included with the Bid Proposal.** The cost of the Arborist's services shall be included in the bid multiplier(s). The Arborist must be certified according to standards of the International Society of Arboriculture (ISA), the American Society of Consulting Arborists (ASCA), or equivalent.

SCHEDULE OF PERFORMANCE

Work shall be scheduled and conducted in a cooperative manner in order to cause the least possible interference with or disruption to adjacent residents. It shall be the Contractor's responsibility to work out a cooperative work schedule with adjacent residents, if necessary.

METHOD OF MEASUREMENT

Tree removals shall be measured by Each (EA) tree removed; classified by the DBH of the tree.

If Emergency Work is requested by the County, the fixed Emergency Work surcharge shall be added to the tree removal price of Each (EA) tree removed. The cost of stump grinding/removal and tree trimming for trees of any size shall be included in the fixed unit prices in the Bid Proposal.

BASIS OF BID

The item multiplier bid price shall be applied to the tree removal Option prices contained in the Bid Proposal. **Do not show percentages as the multiplier.** Any bid showing percentages will be rejected. **The multiplier shall be submitted to two (2) decimal places (i.e. 0.xx or 1.xx).** The bid prices shall include all labor, equipment, and materials necessary to complete the work to the satisfaction of the County as detailed in the particular bid options listed below. The bid prices shall include the cleanup of debris from adjoining lawns, walkways, and streets which was a result of the removal of the trees, limbs, branches, and stumps under this contract.

Option A – Monroe County Roadside Work: The Contractor shall provide all labor, equipment, and materials necessary to complete tree removal work within the Monroe County Right-of-Way (ROW) and/or on private property immediately adjacent to the Monroe County Right-of-Way (ROW).

Option B – Other Agency and Public Property Work: The Contractor shall provide all labor, equipment, and materials necessary to complete tree removal work within the public Right-of-Way (ROW) of other municipal Agencies, on public property owned by Monroe County and/or other municipal Agencies, and/or on private property immediately adjacent to the public Right-of-Way (ROW) of other municipal Agencies.

BASIS OF AWARD

Both Options will be awarded to the Bidder with the lowest multiplier. The multiplier shall be submitted to two (2) decimal places (i.e. 0.xx or 1.xx). Bidders shall only submit a single multiplier. 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.

The Emergency Work surcharge, stump grinding/removal, and tree trimming will be paid at fixed unit prices as indicated in the Bid Proposal.

BASIS OF PAYMENT

Payment will be made for each tree at the unit price bid for each item size classification. Those trees that have a “multiple leaders”, that is, a tree that has more than 1 distinct trunk at DBH, will be considered as separate trees for tree removal billing purposes; payment shall be made as determined by the DBH of each tree.

Payment will be made under:

DESCRIPTION	UNIT
Option A (Monroe County Roadside Work) – Tree Removal ≤ 14 Inches DBH	Each (EA)
Option A (Monroe County Roadside Work) – Tree Removal 15 - 24 Inches DBH	Each (EA)
Option A (Monroe County Roadside Work) – Tree Removal 25 - 36 Inches DBH	Each (EA)
Option A (Monroe County Roadside Work) – Tree Removal 37 - 48 Inches DBH	Each (EA)
Option A (Monroe County Roadside Work) – Tree Removal ≥ 49 Inches DBH	Each (EA)
Option B (Other Agency and Public Property Work) – Tree Removal ≤ 14 Inches DBH	Each (EA)
Option B (Other Agency and Public Property Work) – Tree Removal 15 - 24 Inches DBH	Each (EA)
Option B (Other Agency and Public Property Work) – Tree Removal 25 - 36 Inches DBH	Each (EA)
Option B (Other Agency and Public Property Work) – Tree Removal 37 - 48 Inches DBH	Each (EA)
Option B (Other Agency and Public Property Work) – Tree Removal ≥ 49 Inches DBH	Each (EA)
Emergency Work Surcharge (Any Size)	Fixed Price \$400.00/EA
Stump Grinding and Removal (Any Size)	Fixed Price \$450.00/EA
Tree Trimming (Any Size)	Fixed Price \$350.00/EA

Billing

The Contractor shall submit an invoice for payment listing the quantities, location(s), species, DBH size(s), and date(s) of trimming/removal for all trees and stumps for which the Vendor/Contractor is requesting payment. All invoices for Monroe County DOT work shall be emailed to DOTInvoices@monroecounty.gov.

TREE REMOVAL, TREE TRIMMING, AND STUMP REMOVAL SERVICES
BID AWARD
BP#0311-24

PROCESS	SIZE (inches) DBH	Option A Monroe County Roadside Work	Option B Other Agency and Public Property Work
Tree Removal Each (EA)	≤ 14"	\$ 119.00	\$ 272.00
	15" - 24"	\$ 242.25	\$ 539.75
	25" - 36"	\$ 484.50	\$ 1,079.50
	37" - 48"	\$ 964.75	\$ 2,163.25
	≥ 49"	\$ 1,207.00	\$ 2,703.00
VENDOR		Birchcrest Tree and Landscape LLC	

Emergency Work Surcharge	Any Size	Fixed Price \$400.00/EA
Stump Grinding and Removal	Any Size	Fixed Price \$450.00/EA
Tree Trimming	Any Size	Fixed Price \$350.00/EA

Option A – Monroe County Roadside Work: The Contractor shall provide all labor, equipment, and materials necessary to complete tree removal work within the Monroe County Right-of-Way (ROW) and/or on private property immediately adjacent to the Monroe County Right-of-Way (ROW).

Option B – Other Agency and Public Property Work: The Contractor shall provide all labor, equipment, and materials necessary to complete tree removal work within the public Right-of-Way (ROW) of other municipal Agencies, on public property owned by Monroe County or other municipal Agencies, and/or on private property immediately adjacent to the public Right-of-Way (ROW) of other municipal Agencies.

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.