



JEFFREY M LANIGAN  
MAYOR



JENNIFER GLEASMAN  
PURCHASING AGENT

**PURCHASING DEPARTMENT**

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**BID NUMBER:** RFB-2024-012

**BID TITLE:** TREE REMOVAL SERVICES FOR TREES LOCATED IN THE CITY OF  
ROME, NY. (PRIVATE SECTOR)

**BID OPENING:** 4/25/2024 at 11:00 AM (local time)

**COMPANY NAME:** GREATER HEIGHTS TREE CARE

**MAILING ADDRESS:** P. O. BOX 521 WESTMORELAND, NY 13490

**PHONE:** 315-601-7931

**FAX:** —

**EMAIL:** GREATER HEIGHTS TREE CARE @ YAHOO.COM

**WEBSITE:** WWW.GREATER HEIGHTS TREE CARE.COM

**SIGNATURE:** David Baransky

**PRINTED NAME/TITLE:** DAVID BARANSKY - OWNER

**TOTAL OF BID:** \$ \$10,400.00

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



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**INVITATION AND INSTRUCTIONS TO BID**

The City of Rome, New York invites your firm to participate in the enclosed Request for Bid for:

**BID NUMBER: RFB-2024-012**

**BID TITLE: TREE REMOVAL SERVICES FOR TREES LOCATED IN THE CITY OF ROME, NY. (PRIVATE SECTOR)**

This sealed bid will be publicly opened and read in the Common Council Chambers on **4/25/2024 at 11:00 AM (local time)**

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk  
RFB-2024-012  
Rome City Hall  
198 North Washington Street  
Rome, NY 13440**

If additional information is required, please contact:

**JENNIFER GLEASMAN, PURCHASING AGENT  
City of Rome  
198 North Washington Street  
Suite 1-C  
Rome, NY 13440**

**Phone: 315-339-7665**

**Fax: 315-838-1165**

Email: [jgleasman@romecitygov.com](mailto:jgleasman@romecitygov.com)

Bid is available electronically at [WWW.BIDNET.COM](http://WWW.BIDNET.COM), [WWW.ROMENEWYORK.COM](http://WWW.ROMENEWYORK.COM), [WWW.MYBE.COM](http://WWW.MYBE.COM)



## GENERAL CONDITIONS

### **SCOPE OF WORK:**

Scope of work will be listed under the TECHNICAL SPECIFICATIONS pages 11-13.

### **CONTRACT PERIOD:**

Shall be for one year from date of execution with (2) extensions of (12) months, and may be awarded upon mutual written agreement between the City of Rome and the Vendor.

### **QUESTIONS REGARDING SPECIFICATIONS:**

Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Jennifer Gleasman at 315-339-7665 or by e-mail to [jgleasman@romecitygov.com](mailto:jgleasman@romecitygov.com)

### **TAX:**

Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax. City of Rome Federal ID No: 15-6000414

### **FINANCE CHARGES:**

The City of Rome will not be subjected to finance or late charges under this contract.

### **PRICE:**

Best and final price shall be offered. All pricing shall remain firm for the term of the contract. The Consumer Price Index will be the standard for any price adjustments requested for fuel and/or commodities. Such request must be submitted in writing to be considered for approval by the City.

### **DURATION OF PROPOSAL OFFER:**

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

### **METHOD OF AWARD:**

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

### **ACCEPTANCE OR REJECTION:**

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

### **COMPLETION DATE & DELIVERY SCHEDULE:**

Each bidder must include in the bid an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

### **TIME IS OF THE ESSENCE:**

All times stated herein are of the essence.

### **NOTICE OF DELAY:**

If the successful bidder encounters difficulty in meeting performance requirements or has

knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

#### **GUARANTEE/WARRANTY**

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

#### **INSURANCE**

The contractor (vendor) shall maintain such insurance as will protect him from all claims under the Workers' Compensation Act and all other causes of action for personal injury and property damage, naming the City of Rome as an additional insured. The requirements that need to be on a Certificate of Insurance are:

##### ***Workers' Compensation***

- *Vendor must supply proof of their Workers' Compensation insurance and should generally be reported on a separate page.*
- *If they are not required to carry it, then they must supply a letter stating that they are a sole proprietor and/or have no employees and are not required to carry Workers' compensation.*

##### ***General Liability***

- **\$2,000,000** for each occurrence of property damage and bodily injury, and not less than
- **\$4,000,000** aggregate
- **\$1,000,000** auto liability, if vehicles are used.

##### ***Description Section***

- *Should read "The City of Rome is included as additional insured".*

##### ***Certificate Holder and Additional Insured***

- *Should read the City of Rome only. It should not include an individual department or the name of an individual person.*

##### ***Cancellation Section***

- *Should read "30 days written notice".*

#### **CONTRACT TERMINATION:**

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues remedied for thirty (30) days after receipt of notice from the City.

#### **LIMITATIONS:**

Neither the vendor nor its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

#### **GENERAL:**

Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.

The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

**LITERATURE:**

Each bidder shall include product or equipment literature as available.

**PROTEST AND APPEAL PROCEDURES:**

Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Treasurer no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

City Clerk  
City of Rome  
198 N. Washington St.  
Rome, New York 13440

Such protests will not be considered if received later than the date established in paragraph above. Protests shall be explicit and in sufficient detail to stand on their own record. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

**PROPOSAL GUARANTEE (BID BOND):**

Each proposal bid must be guaranteed by cash, certified check, or bid bond in the amount of 5% of the amount of the bid total. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

**GENERAL MUNICIPAL LAW COMPLIANCE:**

STATE OF NEW YORK, Section 103-a  
Effective: July 1, 1959

"Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods

delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

**MINORITY BUSINESS ENTERPRISE PARTICIPATION:**

Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;

A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.

Bidders are requested to provide the following:

a. Is your company 51% or more women owned?       yes     no

b. Is your company 51% or more minority owned?       yes     no

c. If you answer YES to Number 2, check one of the following:

Black     Hispanic     Alaskan Native

Asian/Pacific Islands     American Indian

**RESPONSIBLE BIDDER**

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?       yes     no

B. Has your firm filed for bankruptcy?       yes     no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

## **DEVIATIONS SHEET**

### **DEVIATIONS FROM SPECIFICATIONS:**

Bidders must itemize all deviations to the specifications on Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.



## NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor:
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

DAVID BARANSKY / GREATER HEIGHTS  
(Name of Bidder) TREE CARE

OWNER  
(Official capacity)

## **BIDDERS CHECKLIST**

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included and/or read:

- |   |  |                    |
|---|--|--------------------|
| ( <input checked="" type="checkbox"/> ) | PROPOSER'S WARRANTY                        | Ref Page 1         |
| ( <input checked="" type="checkbox"/> ) | INSTRUCTIONS TO BIDDERS                    | Ref Page 3         |
| ( <input checked="" type="checkbox"/> ) | PREVAILING WAGE RATE CASE NUMBER           | Ref Page 4         |
| ( <input checked="" type="checkbox"/> ) | MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 7         |
| ( <input checked="" type="checkbox"/> ) | RESPONSIBLE BIDDER                         | Ref Page 7         |
| ( <input checked="" type="checkbox"/> ) | DEVIATIONS SHEET                           | Ref Page 8         |
| ( <input checked="" type="checkbox"/> ) | NON-COLLUSIVE BIDDING CERTIFICATE          | Ref Page 9         |
| ( <input checked="" type="checkbox"/> ) | BIDDERS LIST OF REFERENCES                 | Supplied By Bidder |

*Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid*

## TECHNICAL SPECIFICATIONS

*Provide tree removal service for trees located in the City of Rome, New York, i.e. Private "Codes" Trees: Certain Trees on Private Property Deemed Dangerous by the City Forester.*

*The company must supply a crane with a hydraulic winch that meets or exceeds all NYS regulations, including being current on all inspections, and an operator who is fully licensed and insured to operate such.*

### 1. SCOPE AND QUALIFICATIONS OF THE CONTRACTOR

- A. The work under these specifications shall consist of the removal/trimming of trees of various sizes located on Private Property. Each tree will be identified by an orange "X" painted on the front at DBH (4.5 feet above ground level) for removals. The specifications contain descriptions of the sizes in each of Five (5) groups of trees.

Each bidder must have owned and operated a full-time tree service business for at least three (3) years prior to bidding on the work described in these specifications.

Furthermore, each bidder must have (1) full-time, Certified Arborist through the International Society of Arboriculture, in his employ prior to the opening of bids on the date listed herein.

Each prospective bidder must own the following pieces of equipment necessary for tree removal and trimming operations:

1. One Aerial Lift – Minimum 50 Foot Reach (i.e., Lift-All, Hi-Ranger, Etc.)
2. One Brush Chipper – 12" Minimum Feed
3. One Fully Certified Telescopic Boom Crane with Hydraulic Winch and a Fully Licensed Operator for the Telescopic Boom Crane with Hydraulic Winch.
4. *Recommended: One Log Loader*

*Failure to meet the foregoing requirements will result in rejection of the bid. Prior to the award of the contract, the low bidder must allow a representative of the City Forester access to the bidder's past work records and an inspection of company-owned equipment.*

**B. BID ON SIZE CLASS PER UNIT**

Bidders are to submit one bid as a unit price for removal of trees in each size class A to E inclusive. This will be the Contractor's price for each removal according to size class. Failure to comply with this provision will result in rejection of the contractor's bid.

<u>Size Class</u>	<u>DBH</u>
A*	1.0" – 12.0"
B	12.1" – 24.0"
C	24.1" – 36.0"
D	36.1" – 48.0"
E	> 48.0"

*\*Size Class A is to include minor trimming (Crown Raising to 14', Trimming of Hazard Limbs, Removal of Hangers) as described on tree list.*

**C. TREE LIST**

Contractor will be provided with an Approved Removal/Trimming List indicating the exact location of the initial trees to be removed/trimmed at the beginning of the contract, including supplemental lists during the duration of the contract. It will be the contractor's obligation to honor such list(s) until the contract is expired. In the event there is any difficulty in determining which trees are to be removed, the City Forester or a designee thereof will accompany the contractor and designate the exact trees.

**D. THE ENTIRE CONTRACT WILL BE AWARDED TO ONLY ONE BIDDER.**

**2. NO STUMP REMOVAL**

A. Stumps and Roots are the responsibility of the property owner.

**3. DISPOSITION OF TREES AND CUTTINGS**

A. Contractor is responsible for removal and disposition of all debris, including cleanup of trunks, branches, chips, etc. **ALL DEBRIS MUST BE REMOVED AND DISPOSED OF AT THE END OF THE WORK DAY.**

B. In the interest of conservation, the contractor shall make every effort possible to salvage wood produced as a result of tree removal. The contractor will have the following options or combination of options for disposal of wood:

- a. Any wood that is hewn into firewood lengths should be made available free of charge to residents living near the tree removal sites.
- b. Wood may be reduced to chips, and disposed of at a city-approved site to be utilized as mulch for city projects, provided the chips are a maximum of ½" diameter.

**4. PUBLIC SERVICE STRUCTURES**

Contractor is responsible for notifying all public service agencies whose wires, pipes, conduits, poles or other structures may be affected by the operation. This includes, but are not limited to: National Grid, Time Warner, Verizon, and the City of Rome Department of Public Works.

**5. WARNINGS**

Suitable warnings must be given to pedestrians and vehicular traffic at all times during removal and trimming operations. **SAFETY IS THE TOP PRIORITY AND WILL NOT BE COMPROMISED.** "MEN WORKING", "LANE CLOSED AHEAD", "ROAD CLOSED AHEAD", 27" SAFETY CONES and other appropriate signage must be posted clearly during any operations.

**6. TRAFFIC REGULATIONS**

The Contractor shall arrange his work so that walks and streets are not completely obstructed for long periods of time. Contractors must comply with existing traffic ordinances and NYSDOT regulations, and should contact the local authorities in order to notify them of removal and trimming activities. If necessary, the City Forester will facilitate requests made to the City.

**7. PERSONAL PROTECTIVE EQUIPMENT**

All employees on the job site must have ANSI approved hardhats, safety vests, chainsaw chaps, ear protection and eye protection at all times. All PPE must be kept in good condition and if damaged or worn replaced immediately. Failure to comply with this will result in the termination of the Contract.

**8. CAUTION**

Care shall be exercised to avoid damage to adjacent walls houses, garages, sheds, trees, landscape plantings, lawns, steps, roofs, wires, lights, conduits, sewer vents, and other miscellaneous structures.

**9. DAMAGE**

Contractor shall correct **ANY** and **ALL** damage to the property. The City of Rome will not assume liability for any such damage. In the event of damage, the Contractor will provide a statement of release on company letterhead, confirming that the City of Rome is held free from liability for any such damage.

**10. PERMITS**

Contractor shall obtain all required licenses and permits at his/her own expense.

**11. SUPERVISION AND COORDINATION**

Contractor shall coordinate with and abide by the directions provided by the City Forester or Tree Foreman. Reports will be made **DAILY** to the City Forester by phone, e-mail, or fax, indicating work completed for the day and anticipated activities for the following day.

## **12. COMPLETION AND PAYMENT**

All work must be completed within (30) days of receipt of each Removal/Trimming List, to be provided by the City Forester, beginning with List I. Given the hazardous nature of trees designated on the Removal/Trimming List, it is critical that the trees be removed or trimmed within (30) days of receipt of each Removal/Trimming List. Failure to comply with this will result in termination of the Contract. Upon completion, the Contractor shall submit an itemized copy of the completed Removal/Trimming List denoting completion.

Payments will be made upon completion of the Removal/Trimming List. Payment and/or further tree work will be withheld until the Contractor has satisfactorily completed the current trees on the Removal/Trimming List. Contractor will agree to complete additional Removal/Trimming Lists during the remaining duration of the contract.



## GREATER HEIGHTS TREE CARE

P.O. BOX 521, Westmoreland, NY 13490  
315-601-7931  
GREATERHEIGHTSTREECARE@YAHOO.COM  
WWW.GREATERHEIGHTSTREECARE.COM

### REFERENCES:

- 1. Jon Scott**  
Highway Superintendent  
Town Of Kirkland  
P.O. Box 235  
Clinton, NY 13323  
315-853-2134  
superintendent@townofkirkland.org
- 2. Chad Miller**  
Street Superintendent  
Village Of Oriskany  
5376 Valley Rd.  
Oriskany, NY 13424  
315-736-9075  
chadfmiller24@gmail.com
- 3. Tim Murphy**  
Highway Superintendent  
Town Of Vernon  
4305 Peterboro Rd.  
Vernon, NY 13476  
315-829-2742  
highway@townofvernon.com
- 4. Russell Young**  
Title Highway Superintendent  
Town Of Westmoreland  
100 Station Rd.  
Westmoreland, NY  
315-853-1645  
highway@town.westmoreland.ny.us
- 5. Chris Burtch**  
Highway Supervisor  
Oneida County Department of Public Works  
5999 Judd Rd.  
Oriskany, Ny 13424  
315-527-4632  
publicworks@ocgov.net

City of Rome, NY  
RFB-2024-012 Tree Removal Services (Private)  
ADDENDUM No. 1- April 10, 2024

ADDENDUM No. 1

Include this Addendum as part of the Contract Documents.

**TO THE REQUEST FOR PROPOSALS**

- ADD "Prevailing Wage PRC #".

END OF ADDENDUM No. 1



## PREVAILING WAGE SCHEDULE

### **FOR ARTICLE 8, SECTION 220 PUBLIC WORK PROJECTS or ARTICLE 9, SECTION 230 BUILDING SERVICE PROJECTS**

A unique Prevailing Wage Case Number has been assigned to the schedule for this project. Updated PDF copies of your schedule can be accessed by entering the assigned PRC number at the proper location at:

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1566820>  
**PRC No 2024004245**

If you do not have internet access, you may contact the City of Rome Purchasing Department at 315-339-7665 to request a copy of the prevailing rate schedule provided for this project.

#### CERTIFIED PAYROLLS - WAGE RATES

In accordance with the New York State Labor Law every contractor should submit to the City of Rome their original certified payroll records for work performed in conjunction with this project within thirty days after issuance of the first payroll, and every thirty days thereafter (if applicable) a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. Payment cannot be made to contractors until the City has received the Certified Payroll(s). In addition, contractors will be responsible for posting, in a prominent and accessible place on the site of the job, a legible statement of all wage rates and supplements. For your information, the contract requirements and prevailing wage rate schedule, with a detailed explanation concerning your obligations under the New York State Labor Law has been included in this proposal.

An increase in wage rates can only be allowed during the term of this contract if the NYS Department of Labor publishes new wage rates for the trades designated in these specifications. Any increase in the hourly rate will be limited to the difference between the hourly rates contained in these specifications compared to those issued after this bid awarded.

Corporations, partnerships and sole proprietors submitting proposals are hereby informed that ALL personnel working on this project must be paid the prevailing rate, or above, in accordance with the current NYS Labor Laws in effect during the course of the project. This includes all owners, partners, and other management and other employees as required.

**NOTE: Vendors currently on the NYS Labor Department Debarred List will not be considered for award of this contract. By submitting a bid for consideration, the vendor is indicating to the City that they are currently in good standing with the NYS Department of Labor at the time of the bid or quote.**

JEFFREY M LANIGAN  
MAYOR



JENNIFER GLEASMAN  
PURCHASING AGENT

## PURCHASING DEPARTMENT

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[www.romenewyork.com](http://www.romenewyork.com)

**BID NUMBER: RFB-2024-012**

**BID TITLE: TREE REMOVAL SERVICES FOR TREES LOCATED IN THE CITY OF ROME, NY. (PRIVATE SECTOR)**

**BID OPENING: 4/25/2024 at 11:00 AM (local time)**

**COMPANY NAME:** Rick Turk Tree Service Inc.

**MAILING ADDRESS:** 8333 New Floyd Rd.  
Rome, NY 13440

**PHONE:** 315-206-7036

**FAX:** 315-206-7038

**EMAIL:** rtts.office@gmail.com

**WEBSITE:** rickturktreeserviceinc.com

**SIGNATURE:** Rick Turk

**PRINTED NAME/TITLE:** Rick Turk President

**TOTAL OF BID: \$** 13,300<sup>00</sup>/<sub>100</sub>

Thirteen thousand three hundred dollars

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.



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**INVITATION AND INSTRUCTIONS TO BID**

The City of Rome, New York invites your firm to participate in the enclosed Request for Bid for:

**BID NUMBER: RFB-2024-012**

**BID TITLE: TREE REMOVAL SERVICES FOR TREES LOCATED IN THE CITY OF ROME, NY. (PRIVATE SECTOR)**

This sealed bid will be publicly opened and read in the Common Council Chambers on **4/25/2024 at 11:00 AM (local time)**

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

Sealed bids must be clearly marked with the bid number and title and sent to the address below, where they will be time-stamped, local time to:

**Office of the City Clerk**

**RFB-2024-012**

**Rome City Hall**

**198 North Washington Street**

**Rome, NY 13440**

If additional information is required, please contact:

**JENNIFER GLEASMAN, PURCHASING AGENT**

**City of Rome**

**198 North Washington Street**

**Suite 1-C**

**Rome, NY 13440**

**Phone: 315-339-7665**

**Fax: 315-838-1165**

Email: [jgleasman@romecitygov.com](mailto:jgleasman@romecitygov.com)

Bid is available electronically at [WWW.BIDNET.COM](http://WWW.BIDNET.COM), [WWW.ROMENEWYORK.COM](http://WWW.ROMENEWYORK.COM), [WWW.MVBE.COM](http://WWW.MVBE.COM)



## GENERAL CONDITIONS

### **SCOPE OF WORK:**

Scope of work will be listed under the [TECHNICAL SPECIFICATIONS](#) pages 11-13.

### **CONTRACT PERIOD:**

Shall be for one year from date of execution with (2) extensions of (12) months, and may be awarded upon mutual written agreement between the City of Rome and the Vendor.

### **QUESTIONS REGARDING SPECIFICATIONS:**

Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Jennifer Gleasman at 315-339-7665 or by e-mail to [jgleasman@romecitygov.com](mailto:jgleasman@romecitygov.com)

### **TAX:**

Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax. City of Rome Federal ID No: 15-6000414

### **FINANCE CHARGES:**

The City of Rome will not be subjected to finance or late charges under this contract.

### **PRICE:**

Best and final price shall be offered. All pricing shall remain firm for the term of the contract. The Consumer Price Index will be the standard for any price adjustments requested for fuel and/or commodities. Such request must be submitted in writing to be considered for approval by the City.

### **DURATION OF PROPOSAL OFFER:**

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

### **METHOD OF AWARD:**

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials/services offered, their level of quality and conformity with the specifications, and the terms of delivery.

### **ACCEPTANCE OR REJECTION:**

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

### **COMPLETION DATE & DELIVERY SCHEDULE:**

Each bidder must include in the bid an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

### **TIME IS OF THE ESSENCE:**

All times stated herein are of the essence.

### **NOTICE OF DELAY:**

If the successful bidder encounters difficulty in meeting performance requirements or has

knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

**GUARANTEE/WARRANTY**

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agrees to replace/repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

**INSURANCE**

The contractor (vendor) shall maintain such insurance as will protect him from all claims under the Workers' Compensation Act and all other causes of action for personal injury and property damage, naming the City of Rome as an additional insured. The requirements that need to be on a Certificate of Insurance are:

***Workers' Compensation***

- *Vendor must supply proof of their Workers' Compensation insurance and should generally be reported on a separate page.*
- *If they are not required to carry it, then they must supply a letter stating that they are a sole proprietor and/or have no employees and are not required to carry Workers' compensation.*

***General Liability***

- ***\$2,000,000*** for each occurrence of property damage and bodily injury, and not less than
- ***\$4,000,000*** aggregate
- ***\$1,000,000*** auto liability, if vehicles are used.

***Description Section***

- *Should read "The City of Rome is included as additional insured".*

***Certificate Holder and Additional Insured***

- *Should read the City of Rome only. It should not include an individual department or the name of an individual person.*

***Cancellation Section***

- *Should read "30 days written notice".*

**CONTRACT TERMINATION:**

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues remedied for thirty (30) days after receipt of notice from the City.

**LIMITATIONS:**

Neither the vendor nor its affiliates shall be liable in any way for delay, failure in performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God. The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

**GENERAL:**

Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties. If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.

The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

**LITERATURE:**

Each bidder shall include product or equipment literature as available.

**PROTEST AND APPEAL PROCEDURES:**

Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Treasurer no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

City Clerk  
City of Rome  
198 N. Washington St.  
Rome, New York 13440

Such protests will not be considered if received later than the date established in paragraph above. Protests shall be explicit and in sufficient detail to stand on their own record. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

**PROPOSAL GUARANTEE (BID BOND):**

Each proposal bid must be guaranteed by cash, certified check, or bid bond in the amount of 5% of the amount of the bid total. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal. The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

**GENERAL MUNICIPAL LAW COMPLIANCE:**

STATE OF NEW YORK, Section 103-a  
Effective: July 1, 1959

"Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods

delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York."

**MINORITY BUSINESS ENTERPRISE PARTICIPATION:**

Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;

A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business. "Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.

Bidders are requested to provide the following:

- a. Is your company 51% or more women owned?       yes     no
- b. Is your company 51% or more minority owned?       yes     no
- c. If you answer YES to Number 2, check one of the following:  
 Black     Hispanic     Alaskan Native  
 Asian/Pacific Islands     American Indian

**RESPONSIBLE BIDDER**

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization?       yes     no
- B. Has your firm filed for bankruptcy?       yes     no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

## **DEVIATIONS SHEET**

### **DEVIATIONS FROM SPECIFICATIONS:**

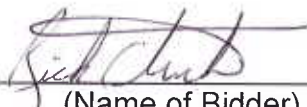
Bidders must itemize all deviations to the specifications on Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.

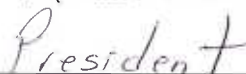


## **NON-COLLUSIVE BIDDING CERTIFICATE**

Pursuant to Chapter 675, Laws of 1966

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such process with any other bidder or with any competitor:
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purposes of restricting competition.

  
\_\_\_\_\_  
(Name of Bidder)

  
\_\_\_\_\_  
(Official capacity)

## **BIDDERS CHECKLIST**

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included and/or read:

- |  |                                 |
|--|---------------------------------|
| ( ) PROPOSER'S WARRANTY                        | Ref Page 1                      |
| ( ) INSTRUCTIONS TO BIDDERS                    | Ref Page 3                      |
| ( ) PREVAILING WAGE RATE CASE NUMBER           | Ref Page 4 <i>PRC2024004245</i> |
| ( ) MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 7                      |
| ( ) RESPONSIBLE BIDDER                         | Ref Page 7                      |
| ( ) DEVIATIONS SHEET                           | Ref Page 8                      |
| ( ) NON-COLLUSIVE BIDDING CERTIFICATE          | Ref Page 9                      |
| ( ) BIDDERS LIST OF REFERENCES                 | Supplied By Bidder              |

*Do not separate or remove any pages from this bid package. Doing so may render your bid invalid.  
Please return the checklist with your bid*

## TECHNICAL SPECIFICATIONS

*Provide tree removal service for trees located in the City of Rome, New York, i.e. Private "Codes" Trees: Certain Trees on Private Property Deemed Dangerous by the City Forester.*

*The company must supply a crane with a hydraulic winch that meets or exceeds all NYS regulations, including being current on all inspections, and an operator who is fully licensed and insured to operate such.*

### 1. SCOPE AND QUALIFICATIONS OF THE CONTRACTOR

- A. The work under these specifications shall consist of the removal/trimming of trees of various sizes located on Private Property. Each tree will be identified by an orange "X" painted on the front at DBH (4.5 feet above ground level) for removals. The specifications contain descriptions of the sizes in each of Five (5) groups of trees.

Each bidder must have owned and operated a full-time tree service business for at least three (3) years prior to bidding on the work described in these specifications.

Furthermore, each bidder must have (1) full-time, Certified Arborist through the International Society of Arboriculture, in his employ prior to the opening of bids on the date listed herein.

Each prospective bidder must own the following pieces of equipment necessary for tree removal and trimming operations:

1. One Aerial Lift – Minimum 50 Foot Reach (i.e., Lift-All, Hi-Ranger, Etc.)
2. One Brush Chipper – 12" Minimum Feed
3. One Fully Certified Telescopic Boom Crane with Hydraulic Winch and a Fully Licensed Operator for the Telescopic Boom Crane with Hydraulic Winch.
4. *Recommended: One Log Loader*

*Failure to meet the foregoing requirements will result in rejection of the bid.* Prior to the award of the contract, the low bidder must allow a representative of the City Forester access to the bidder's past work records and an inspection of company-owned equipment.

**B. BID ON SIZE CLASS PER UNIT**

Bidders are to submit one bid as a unit price for removal of trees in each size class A to E inclusive. This will be the Contractor's price for each removal according to size class. Failure to comply with this provision will result in rejection of the contractor's bid.

<u>Size Class</u>	<u>DBH</u>
A*	1.0" – 12.0"
B	12.1" – 24.0"
C	24.1" – 36.0"
D	36.1" – 48.0"
E	> 48.0"

*\*Size Class A is to include minor trimming (Crown Raising to 14', Trimming of Hazard Limbs, Removal of Hangers) as described on tree list.*

**C. TREE LIST**

Contractor will be provided with an Approved Removal/Trimming List indicating the exact location of the initial trees to be removed/trimmed at the beginning of the contract, including supplemental lists during the duration of the contract. It will be the contractor's obligation to honor such list(s) until the contract is expired. In the event there is any difficulty in determining which trees are to be removed, the City Forester or a designee thereof will accompany the contractor and designate the exact trees.

**D. THE ENTIRE CONTRACT WILL BE AWARDED TO ONLY ONE BIDDER.**

**2. NO STUMP REMOVAL**

A. Stumps and Roots are the responsibility of the property owner.

**3. DISPOSITION OF TREES AND CUTTINGS**

A. Contractor is responsible for removal and disposition of all debris, including cleanup of trunks, branches, chips, etc. ALL DEBRIS MUST BE REMOVED AND DISPOSED OF AT THE END OF THE WORK DAY.

B. In the interest of conservation, the contractor shall make every effort possible to salvage wood produced as a result of tree removal. The contractor will have the following options or combination of options for disposal of wood:

- a. Any wood that is hewn into firewood lengths should be made available free of charge to residents living near the tree removal sites.
- b. Wood may be reduced to chips, and disposed of at a city-approved site to be utilized as mulch for city projects, provided the chips are a maximum of ½" diameter.

**4. PUBLIC SERVICE STRUCTURES**

Contractor is responsible for notifying all public service agencies whose wires, pipes, conduits, poles or other structures may be affected by the operation. This includes, but are not limited to: National Grid, Time Warner, Verizon, and the City of Rome Department of Public Works.

**5. WARNINGS**

Suitable warnings must be given to pedestrians and vehicular traffic at all times during removal and trimming operations. **SAFETY IS THE TOP PRIORITY AND WILL NOT BE COMPROMISED.** "MEN WORKING", "LANE CLOSED AHEAD", "ROAD CLOSED AHEAD", 27" SAFETY CONES and other appropriate signage must be posted clearly during any operations.

**6. TRAFFIC REGULATIONS**

The Contractor shall arrange his work so that walks and streets are not completely obstructed for long periods of time. Contractors must comply with existing traffic ordinances and NYSDOT regulations, and should contact the local authorities in order to notify them of removal and trimming activities. If necessary, the City Forester will facilitate requests made to the City.

**7. PERSONAL PROTECTIVE EQUIPMENT**

All employees on the job site must have ANSI approved hardhats, safety vests, chainsaw chaps, ear protection and eye protection at all times. All PPE must be kept in good condition and if damaged or worn replaced immediately. Failure to comply with this will result in the termination of the Contract.

**8. CAUTION**

Care shall be exercised to avoid damage to adjacent walls houses, garages, sheds, trees, landscape plantings, lawns, steps, roofs, wires, lights, conduits, sewer vents, and other miscellaneous structures.

**9. DAMAGE**

Contractor shall correct **ANY** and **ALL** damage to the property. The City of Rome will not assume liability for any such damage. In the event of damage, the Contractor will provide a statement of release on company letterhead, confirming that the City of Rome is held free from liability for any such damage.

**10. PERMITS**

Contractor shall obtain all required licenses and permits at his/her own expense.

**11. SUPERVISION AND COORDINATION**

Contractor shall coordinate with and abide by the directions provided by the City Forester or Tree Foreman. Reports will be made **DAILY** to the City Forester by phone, e-mail, or fax, indicating work completed for the day and anticipated activities for the following day.

## **12. COMPLETION AND PAYMENT**

All work must be completed within (30) days of receipt of each Removal/Trimming List, to be provided by the City Forester, beginning with List I. Given the hazardous nature of trees designated on the Removal/Trimming List, it is critical that the trees be removed or trimmed within (30) days of receipt of each Removal/Trimming List. Failure to comply with this will result in termination of the Contract. Upon completion, the Contractor shall submit an itemized copy of the completed Removal/Trimming List denoting completion.

Payments will be made upon completion of the Removal/Trimming List. Payment and/or further tree work will be withheld until the Contractor has satisfactorily completed the current trees on the Removal/Trimming List. Contractor will agree to complete additional Removal/Trimming Lists during the remaining duration of the contract.

**BID FORM**

**\*\*\*MUST BE SUBMITTED WITH SPEC PACKAGE\*\*\***

(Figures)

(Words)

**Size Class A 1.0" – 12.0"**

\$ 1400<sup>00</sup>/<sub>100</sub>  
(Figures)

\$ Fourteen hundred dollars  
(Words)

**Size Class B 12.1" – 24.0"**

\$ 1400<sup>00</sup>/<sub>100</sub>  
(Figures)

\$ Fourteen hundred dollars  
(Words)

**Size Class C 24.1" – 36.0"**

\$ 3000<sup>00</sup>/<sub>100</sub>  
(Figures)

\$ Three thousand dollars  
(Words)

**Size Class D 36.1" – 48.0"**

\$ 3500<sup>00</sup>/<sub>100</sub>  
(Figures)

\$ Thirty five hundred dollars  
(Words)

**Size Class E > 48.0"**

\$ 4000<sup>00</sup>/<sub>100</sub>  
(Figures)

\$ Four thousand dollars  
(Words)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> G DEMARIO INSURANCE AGENCY INC 222 HIGHBRIDGE ST FAYETTEVILLE, NY 13066	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 315-637-0284 E-MAIL ADDRESS: tammy.chace@american-national.com	FAX (A/C, No): 315-637-0822
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> RICK TURK TREE SERVICE INC 8333 NEW FLOYD RD ROME NY 13440	<b>INSURER A :</b> FARM FAMILY CASUALTY INSURANCE CO	NAIC # 13803
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

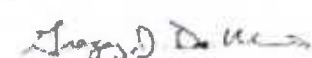
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET ADDL INS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	3101X2675	4/25/24	4/25/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 1000 COMP <input checked="" type="checkbox"/> 1000 COLL	Y Y	3133C1638 HIRED HAS PHYSICAL DAMAGE \$1000 DED	4/25/24	4/25/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y Y	3101E1770 WOS APPLIES	4/25/24	4/25/25	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input type="checkbox"/> INLAND MARINE <input type="checkbox"/> NO HIRED COVERAGE	N N A A	3101X2675	4/25/24	4/25/25	CONTRACTORS EQUIPMENT COVERAGE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

City of Rome 198 N. Washington St. Rome, NY 13440	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 204382269  
RICK TURK TREE SERVICE INC  
8333 NEW FLOYD RD  
ROME NY 13440



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> RICK TURK TREE SERVICE INC 8333 NEW FLOYD RD ROME NY 13440		<b>CERTIFICATE HOLDER</b> ROME CITY HALL 198 N WASHINGTON ST ROME NY 13440	
<b>POLICY NUMBER</b> S2139 043-0	<b>CERTIFICATE NUMBER</b> 464385	<b>POLICY PERIOD</b> 06/13/2023 TO 06/13/2024	<b>DATE</b> 4/24/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2139 043-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

**IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.**

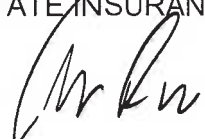
THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT  
RICK TURK  
RICK TURK TREE SERVICE INC  
ONE OF TWO PERSON CORP

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING



## Company Owned Vehicles

2004	Peterbilt 26 Ton Crane 100' Boom
2007	GMC Bucket Truck 75' Boom
1999	International Green Dump Truck
2000	International Stake Rack/Chip Truck
2000	K.W. Chip Truck
2020	Peterbilt Chip Truck
2012	Vermeer Chipper BC 1800 XL
2008	Vermeer Chipper BC 2100 XL
2003	Vermeer SC752 Stump Grinder
2011	Western Star Log Truck
1995	Western Star Log Loader
2007	Hudson Trailer
2008	White Utility Trailer
2014	B Wise Trailer
2019	Cam Trailer
2009	Chevrolet Utility Truck
2015	Ford F-350
2016	Dodge Ram
2008	Self Propelled Plywood Hauler
2017	Self Propelled Dump Hauler
2016	Spyder 83HD + Arbor Pro Bucket on Tracks
2014	Brush Bandit Chipper on Tracks
2016	Vermeer CTX 100 Mini Skid Steer on Tracks
2020	Vermeer CTX 160 Mini Skid Steer on Tracks
2005	Chevy 4500
2022	Magni Cut Off Saw

## References for Rick Turk Tree Service:

Tom Jones, City Arborist  
City of Rome  
198 N Washington Street, Rome, NY 13440  
315-534-0485  
[tjones@romecitygov.com](mailto:tjones@romecitygov.com)  
Dates worked: 2017-Present

Dave Short, DPW Commissioner  
Oneida County Department of Public Works  
11 Wurz Ave, Utica, NY 13502  
315-738-1341  
[dshort@cityofutica.com](mailto:dshort@cityofutica.com)  
Dates worked: 2015-2022

Stephen Harris, City-County Arborist  
Syracuse Department of Parks  
412 Spencer Street, Syracuse, NY 13210  
315-473-4330  
[sharris@syr.gov](mailto:sharris@syr.gov)  
Dates worked: 2012-2017

Jerry Burnham, CPA  
D'Arcangelo and Company  
200 East Garden Street, Rome, NY 13440  
315-336-9220  
[jburnham@darcangelo-cny.com](mailto:jburnham@darcangelo-cny.com)  
Dates worked: 2011-Present

Taj Singh  
Jiwan Construction  
95-13 Lefferts Blvd  
South Richmond Hill, NY 11419  
347-484-8869  
[jiwanconstruction@gmail.com](mailto:jiwanconstruction@gmail.com)  
Dates worked: 2023

Richard Carro  
Rand & Jones Ent. Co. Inc  
18 Tracy Street  
Buffalo, NY 14201  
315-723-6477  
[richard.carro.ctr@us.af.mil](mailto:richard.carro.ctr@us.af.mil)  
Dates worked: 2020 & 2023

Mark Skinner  
Supervisor-National Grid  
221 Old Campion Road  
New Hartford, NY 13413  
315-338-3002  
[mark.skinner@nationalgrid.com](mailto:mark.skinner@nationalgrid.com)

# **Rick Turk**

## **TREE SERVICE**

8333 New Floyd Rd. Rome, NY 13440

(315) 206-7036 Office

(315) 206-7038 Fax

### Credentials

Certified Arborist NY-5389A

NYS Certified Crane Operator Certificate #01-0104

Owner/Operator of Rick Turk Tree Service present on every job

CTSP – Certified TreeCare Safety Professional

EHAP – Electrical Hazards Awareness Program

First Aid/CPR/AED Certified

OSHA 10 Hour

OSHA 30 Hour

MVCC Traffic Control for Work Zone Safety

TCIA-Certified Crew Leader

TCIA-Certifications: Crane Operations Specialist, Chipper Operator Specialist,  
Chainsaw Specialist

SUNY College of Environmental Science and Forestry-Certificate for completion of Striving,  
Thriving or Just Surviving – Loggers Session

Logger Safety Rescue

New York State Logger Training (Tree Felling)

### Training

TCIA – Tailgate Safety Training

Daily Job Briefing Training

Dig Safely NY Certified Excavator in Safe Digging Best Practices

TCIA – Chipper Operator Training

National Grid Live Line Demonstration

Annual TCIA Continuing Education

Cornell University Cooperative Extension of Onondaga County – Tree Care Professional and  
Emerald Ash Bore Education

NYS Arborist Fall Conference

### Members Of

Construction Employers Association of Central NY, Inc. (CEA)

Empire State Forest Products

TCIA – Tree Care Industry Association

Better Business Bureau

Rome Chamber of Commerce