

# **Request for Proposals**

## **Landscaping Services for Quarry Park**



## **Village of Hastings-on-Hudson**

**Proposals Due: April 21, 2023 at 10:00 AM**

**7 Maple Avenue  
Hastings-on-Hudson, NY 10706  
Tel: (914) 478-3400  
Fax: (914) 478-4624  
[www.hastingsgov.org](http://www.hastingsgov.org)**

## NOTICE TO PROPOSERS

### VILLAGE OF HASTINGS-ON-HUDSON

**NOTICE IS HEREBY GIVEN** that sealed proposals will be received by the Village Clerk of the Village of Hastings-on-Hudson until 10:00 AM on April 21, 2023, Hastings-on-Hudson, Municipal Building, 7 Maple Avenue, Hastings-on-Hudson, NY 10706, at which time and place said sealed proposals will be publicly opened and read aloud for the furnishing and/or placing of the following scope of work:

#### *Landscaping Services for Quarry Park*

Specifications and proposal forms will be available on March 24, 2023, online at <https://www.hastingsgov.org/village-clerk/pages/rfps-and-proposal-documents> or by sending an email to the Village Clerk at [Acostantini@hastingsgov.org](mailto:Acostantini@hastingsgov.org).

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our proposal/proposal opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available proposals/proposals, addendums, and opportunities. Detailed plans and specifications for said proposal/proposal may be obtained through the Empire State Purchasing Group at the following link: <http://www.BidNetdirect.com/new-york/hastings-on-hudson>

Proposals shall follow the format of the Proposal Submission Requirements, including the quote sheet, furnished with the Specifications.

All hard copy proposals must be submitted in sealed envelopes plainly marked "**Landscaping Services for Quarry Park.**" Electronic submissions accepted via BidNet only.

The Villages reserves the right to accept or reject any or all proposals and to waive any informalities at their discretion, and to award contracts in a manner deemed to be in the best interests of the Village.

A mandatory walkthrough is scheduled on Tuesday, April 4, 2023, at 9:00 AM.

Location: Entrance to Old Croton Aqueduct at Williams Street. Closest proximate address is 27 Williams Street, Hastings-on-Hudson, NY 10706. Contractors are advised to wear comfortable walking shoes.

All questions should be directed in writing to Mary Beth Murphy by email to:

[Villagemanager@hastingsgov.org](mailto:Villagemanager@hastingsgov.org) or by mail to 7 Maple Avenue, Hastings-on-Hudson, NY 10706 by no later than 4:00 PM on April 11, 2023. Answers will be distributed to known proposers and posted to the Village website and BidNet by April 17, 2023.

## **INSTRUCTIONS TO PROPOSERS**

1. In order to be valid, all proposals must be properly signed and received by the Village by the time and date specified. **DO NOT REMOVE ANY SHEETS FROM THIS PROPOSAL DOCUMENT.**
2. All proposals must be priced per unit, if requested, as specified in the proposal specifications. All prices in the proposal must be plainly stated in figures and words. In case of conflict, words will take precedence over figures. Any omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or contain irregularities of any kind, will invalidate the proposal.
3. The Village reserves the right to consider all proposals submitted for a period of thirty (30) days and no proposer will be permitted to withdraw their proposal during this period. The proposal will be awarded to the lowest responsible proposer whose proposal complies with the conditions of the proposal, provided their proposal is reasonable and it is to the interest of the Village to accept it. The successful proposer will be notified at the earliest possible date. The Village reserves the right to reject any and all proposals or any portion thereof and to waive any informalities in proposals received whenever such rejection or waiver is in the best interest of the Village. The Village also reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time work of a similar nature, who is not in a position to perform the work, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, employees, or other business associates.
4. The Village is committed to green and energy efficient initiatives. To the largest extent practicable, the Village requests that Contractors use electric equipment. Proposal must be accompanied by circulars, brochures, specification sheets and/or samples for such equipment. Proposer must check each and every paragraph in the appropriate column provided on the right-hand edge of the paper as to compliance or non-compliance with specifications. Any deviation from specifications or the indicated brand shall be clearly stated and fully explained on "Explanation of Exceptions" sheet and by accompanying circulars, specification sheets, or samples with submitted proposal. Explanation of exception list shall refer to specification page number and paragraph. Failure to complete this information may result in rejection of the proposal. The Village reserves the right to accept equals approved by it.
5. Purchases by the Village of Hastings-on-Hudson are not subject to any Federal, State, or local taxes. Do not include any of these taxes when proposing or invoicing. Exemption Certificates will be furnished upon request.
6. Failure to deliver within the specified time may be cause of cancellation of the order and/or the removal of proposer's name from proposers list.
7. All items delivered must be guaranteed against faulty materials and workmanship. Deliveries of incorrect or faulty items will be rejected and returned at vendor's expense.
8. If the proposer is a corporation, the proposal shall be signed in its correct corporate name by a duly authorized officer. If the proposer is a partnership, the proposal shall be signed in the full name of the partnership by a duly authorized partner. If the proposer is an unincorporated business firm

other than a partnership and a trade name is used, the proposal shall be signed in the full trade name of the person(s) conducting the business.

9. Payment will be made within thirty (30) days after receipt of each invoice by the Village, and payment shall not be paid in advance of services being rendered.

10. ADDENDA AND INTERPRETATION. No interpretation of the meaning of the specifications or other contract documents will be made to any proposer orally. Every request for such interpretation should be in writing addressed to the Village Manager, Village of Hastings-on-Hudson, 7 Maple Avenue, Hastings-on-Hudson, NY 10706, or via email to [VillageManager@hastingsgov.org](mailto:VillageManager@hastingsgov.org) by no later than 4:00 PM on April 11, 2023. Any and all such interpretation and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed to known proposers and posted to the Village website and BidNet by April 17, 2023. Failure of any proposer to receive any other form, instrument, or document shall not affect the proposal as submitted. All addenda so issued shall become part of the contract documents.

## **SERVICES TO BE PERFORMED AND WORK PRODUCT**

### **SITE DESCRIPTION:**

Quarry Park is a 5.5-acre former quarry site with a rich history, as a quarry and a landfill and is now a public open space for the Village of Hasting on the Hudson. The site is adjacent to the Old Croton Aqueduct Recreational Trail, known as the Trailway. The park is unique because it has an impermeable clay landfill cap over the entire 5.5 acres. The meadow, trees and shrubs are planted over the cap layer in topsoil. DEC regulations do not allow permeability through a landfill cap, and this should be considered with respect to maintenance and repairs. Maintaining vegetative cover along all park planted areas is important for weed prevention and soil stabilization.

The Park use is informal and primarily for strolling but does have a few small areas where casual gathering can occur. The adjacent cliff faces provide a backdrop for the shrub buffer area that runs along the eastern side of the site. The park has undulating mounds planted with meadow grasses and woven with asphalt pathways to serve the community. The plant selection has focused on native species and pollinator friendly meadows. The maintenance plan and scope differ for the 5 areas based upon plant type and performance.

### **DEFINITIONS**

- **“Park Meadow Areas”** means the park areas in the panhandle, along and under the foot bridge and adjacent to the mound. This area is identified on the attached map in grey.
- **“Low Mow Meadow Areas”** means the raised mound area in the center and the amphitheater area. This area is identified on the attached map in dark green.
- **“Flowering Meadow Areas”** means the area west of the mound along the western trailway edge of the site. This area is identified on the attached map in purple.
- **“Woody Plant Material”** means the shrubs and trees planted on site including shrub buffer and the wooded tree lined walk. Shown on attached map.
- **“Monthly Report”** means the contractor’s record of all time and materials and conditions related to the work in any given calendar month. Monthly reports may be emailed to the Village Manager and Parks Superintendent.
- **“Trailway”** means the Old Croton Aqueduct that is adjacent to the site.
- **“Park elements”** means existing site elements such as asphalt paving, boulder seating and the pedestrian footbridge.

### **GENERAL CONDITIONS**

1. The Contractor shall attend meetings with the Village concerning performance of the Services upon request.
2. The Contractor shall coordinate its Services with the Village’s Maintenance staff.
3. The park is located above a NYSDEC permitted landfill and the cap is within 6 inches of the landfill cap in some areas. Any excavation is not permitted without approval from the Village.
4. The Contractor must comply with all federal and local laws regarding noise control and the use of gas-powered equipment including the Village prohibition of gas-powered leaf blowers from May 15 to October 14.
5. The seasonal work period is May 1 through December 2023 - weekly weeding observation and removal/prevention and mowing two times as described.

6. The Contractor shall verify work completed in a Monthly Report with productivity measured in narrative descriptions and locations.
7. The contractor should report any observations of damage, graffiti or other issue to the Parks Superintendent immediately upon observing it.
8. The contractor may use the irrigation system to adequately water the plantings. The irrigation system will be maintained by the Village and includes a meter, backflow prevention device, irrigation piping and sprinkler heads. Any damage to the system caused by the contractor shall be repaired at the contractor's expense.
9. The Contractor shall provide protection to all park visitors when working at the site as appropriate to keep the public safe.
10. The Contractor shall protect adjacent parking areas, signage, landscape, plant materials, etc. during the performance of the Services. The Contractor shall repair any damages to adjacent areas caused by its staff to the original condition at no cost to the Village. The Village may elect to perform the repairs and deduct those costs from funds owed the Contractor.
11. The Contractor at its own expense must repair any damage to existing facilities or utilities (including underground) caused by the Contractor.
12. Contractor is responsible for prevailing wage rates and will be required to submit certified payrolls for payment.

### **WORK RESTRICTIONS**

1. The Contractor shall schedule and perform the Services accordingly in consultation with the Village.

### **DETAILED TASK AND SCOPE DESCRIPTIONS**

#### **ITEM A – PLANT CARE OF PARK MEADOW AREA (grey area on map)**

1. **SPRING CLEAN UP AND MOWING:**  
Prior to new spring growth reaching a height of 2", trim any material standing from the previous year with a brush hog mower or string trimmer (not a lawn mower) and clear out sticks, brambles, leaves and fallen branches from meadow area to create an even height of vegetation. Any areas that are bare greater than 1 square foot, seed at appropriate time. Mow once during April. As the season progresses If there is a heavy infestation of invasive plants, trim the meadow to 8".
2. **WEEDING:**  
The Contractor shall take prevention measures against all weeds, diseases, and insects in and around park meadow area. Emergent weeds should be removed by the end of the spring planting season and monitored weekly through the duration of the season.
3. **FALL MOWING**  
Mow the meadow close to the ground in late fall and remove debris after mowing.

#### **ITEM B – PLANT CARE OF LOW MOW MEADOW AREA (dark green area on attached map)**

1. **LATE SPRING MOWING:**  
Mow in June when the seedheads appear. Mow at four to five inches in height to remove seedheads and allow low mow to grow to six-inch height. Aerate and top dress with seed if needed. Any bare areas greater than 1 square foot seed at appropriate time.

2. WEEDING:

The Contractor shall take prevention measures against all weeds, diseases, and insects in and around low mow meadow area. Emergent weeds should be removed by the end of the spring planting season. Continued weed management and monitoring as necessary on a weekly basis for the first year of maintenance. Contractor to visit the site and monitor weeds through the season.

3. LATE FALL CLEAN UP AND MOWING

Remove leaves and leaf litter from adjacent trees in mound and in amphitheater low mow area. Rake, clean up leaf litter. After clean up, mow areas to a height of two inches in late fall.

**ITEM C – FLOWERING MEADOW MIX (purple area on map)**

1. SPRING CLEAN UP AND MOWING:

Prior to new spring growth reaching a height of 2”, trim any material standing from the previous year (with a brush hog mower or string trimmer (not a lawn mower). Clear out sticks, brambles and fallen branches from meadow area. Any bare areas greater than one square foot, seed at appropriate time. If there is a heavy infestation of invasive plants in the spring growing season, trim the meadow to 8”.

WEEDING:

The Contractor shall take prevention measures against all weeds, diseases, and insects in and around park meadow area. Emergent weeds should be removed by the end of the spring planting season and monitored and continued weekly through the duration of the season.

2. FALL MOWING

Mow the meadow close to the ground in mid-fall and remove debris after mowing.

**ITEM D – MAINTENANCE OF SHRUB BUFFER AREA (rose bushes; red area on attached map)**

1. SPRING AND FALL CLEAN UP:

In spring before the buds swell and based on growth and weather, the Contractor shall trim, prune and/or cut-back shrub plant material to maintain the natural character of the species on the east side of the site. The Contractor shall remove dead shrub material. Contractor to cut back shrubs if needed in late fall.

2. WEEDING:

The Contractor shall take prevention measures against all weeds, diseases and insects in and around shrub area. Contractor to visit the site and monitor weeds through the duration of the season.

3. MULCHING:

The Contractor shall apply an organic mulch of a ground/shredded consistency in the shrub areas to a thickness of not less than two inches (2”) or greater than three inches (3”) (measured in place).

4. FERTILIZING:

The Contractor shall apply an Organic Granular Fertilizer annually in two cycles: May through June and August through September.

### **ITEM E – TREE MAINTENANCE (location of trees identified on the attached map)**

The following species are planted on site, this includes trees at top of mound and along pedestrian paths:

- Acer rubrum (Red Maple)
- Betula nigra (River Birch)
- Cornus florida (Flowering Dogwood)
- Fagus grandifolia (American Beech)

#### **1. WATERING**

Provide water for trees so that soil is moist in periods of heat and drought.

#### **2. CLEAN UP AND PRUNING:**

Pruning should only be done in periods of dormancy. Tree limbs shall be pruned to provide proper vertical clearance over pedestrian paths. The Contractor shall remove all deadwood, suckers, nursery tagging bands, and any other foreign objects and broken or badly bruised branches. The Contractor shall also correct pruning due to crossing/rubbing branches or generally poor branching structure. All tree pruning and associated work shall be performed under the general supervision of an I.S.A. certified arborist. All debris generated by this activity must be removed from the planted areas within twenty-four (24) hours of performance of the work.

#### **3. WEEDING:**

The Contractor shall take prevention measures against all weeds, diseases and insects in and around tree planting area. Contractor to visit the site and monitor weeds through the duration of the season.

#### **4. MULCHING**

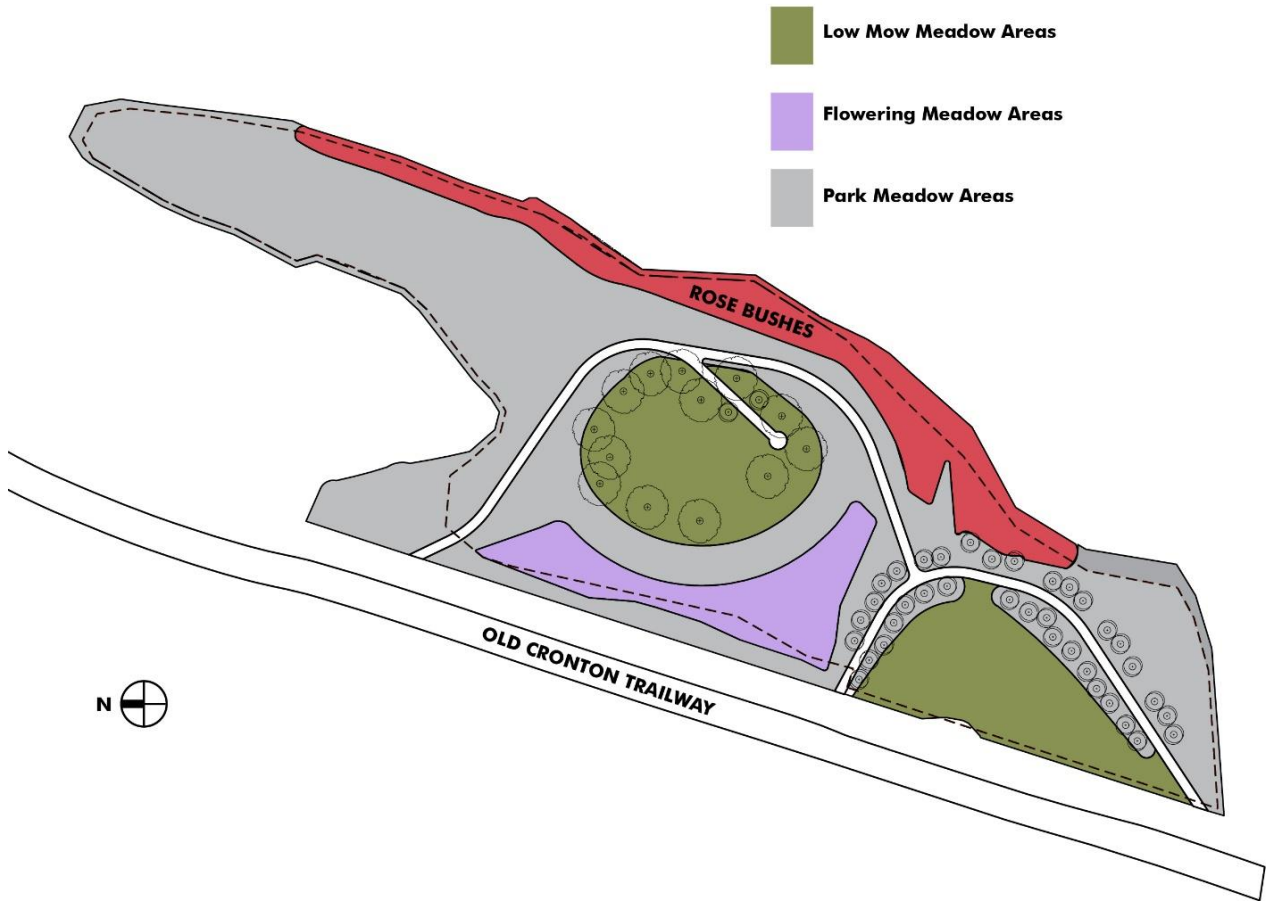
The Contractor shall apply an organic mulch of a ground/shredded consistency at the base of the trees to a thickness of not less than two inches (2”) or greater than three inches (3”) (measured in place).

#### **5. FERTILIZING:**

The Contractor shall apply an organic granular fertilizer annually in two cycles: May through June and August through September.



**REFERENCE MAP AS PER ITEMS ABOVE**



**VILLAGE OF HASTINGS-ON-HUDSON**  
**LANDSCAPING SERVICES FOR QUARRY PARK**  
**PROPOSAL FORM**

Attention: Village Manager  
Hastings-on-Hudson, New York

NAME OF PROPOSER \_\_\_\_\_

ADDRESS OF PROPOSER \_\_\_\_\_

We propose to provide LANDSCAPING SERVICES FOR QUARRY PARK in the Village of Hastings-on-Hudson, noted in the SPECIFICATIONS set forth herein and fully described on the attached sheets which are an integral part of this proposal, meeting in all respects the specifications relating thereto, for the proposal prices noted herein. Please note that this is a contract for one year, with two additional one-year renewals at the option of the municipality. Please include your price for year one (May 1, 2023 – December 31, 2024). Prices shall be prevailing wage as per the New York State Article 9 Prevailing Wage Schedule applicable to Westchester County (Proposer shall include applicable section in submission of proposal). Certified payrolls will be required.

The Undersigned proposes to enter into a contract in accordance with this proposal for the following stated sums:

**VILLAGE OF HASTINGS-OF-HUDSON**

*Landscaping Services for Quarry Park*

**Total Proposal in Writing**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents. Year One

**Total Proposal Numerically**

\$ \_\_\_\_\_ **Year One**

(Corporate Seal)

Firm Name  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title:

Address:

Telephone:

Email:

**SPECIFICATIONS**  
**LANDSCAPING SERVICES FOR QUARRY PARK**

Mandatory Walkthrough will be conducted on April 4, 2023, at 9 AM. Entrance to Old Croton Aqueduct at Williams Street. Closest proximate address is 27 Williams Street, Hastings-on-Hudson, NY 10706.

**SERVICES TO BE PERFORMED AND WORK PRODUCT**

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## **DETAILED TASK AND SCOPE DESCRIPTIONS**

### **ITEM A – PLANT CARE OF PARK MEADOW AREA (grey area on map)**

#### **1. SPRING CLEAN UP AND MOWING:**

Prior to new spring growth reaching a height of 2", trim any material standing from the previous year with a brush hog mower or string trimmer (not a lawn mower) and clear out sticks, brambles, leaves and fallen branches from meadow area to create an even height of vegetation. Any areas that are bare greater than 1 square foot, seed at appropriate time. Mow once during April. As the season progresses If there is a heavy infestation of invasive plants, trim the meadow to 8".

#### **2. WEEDING:**

The Contractor shall take prevention measures against all weeds, diseases, and insects in and around park meadow area. Emergent weeds should be removed by the end of the spring planting season and monitored weekly through the duration of the season.

#### **3. FALL MOWING**

Mow the meadow close to the ground in late fall and remove debris after mowing.

**ITEM B – PLANT CARE OF LOW MOW MEADOW AREA (dark green area on attached map)**

1. LATE SPRING MOWING:

Mow in June when the seedheads appear. Mow at four to five inches in height to remove seedheads and allow low mow to grow to six-inch height. Aerate and top dress with seed if needed. Any bare areas greater than 1 square foot seed at appropriate time.

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**ITEM C – FLOWERING MEADOW MIX (purple area on map)**

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2. WEEDING:

The Contractor shall take prevention measures against all weeds, diseases and insects in and around shrub area. Contractor to visit the site and monitor weeds through the duration of the season.

3. MULCHING:

The Contractor shall apply an organic mulch of a ground/shredded consistency in the shrub areas to a thickness of not less than two inches (2”) or greater than three inches (3”) (measured in place).

4. FERTILIZING:

The Contractor shall apply an Organic Granular Fertilizer annually in two cycles: May through June and August through September.

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1. WATERING

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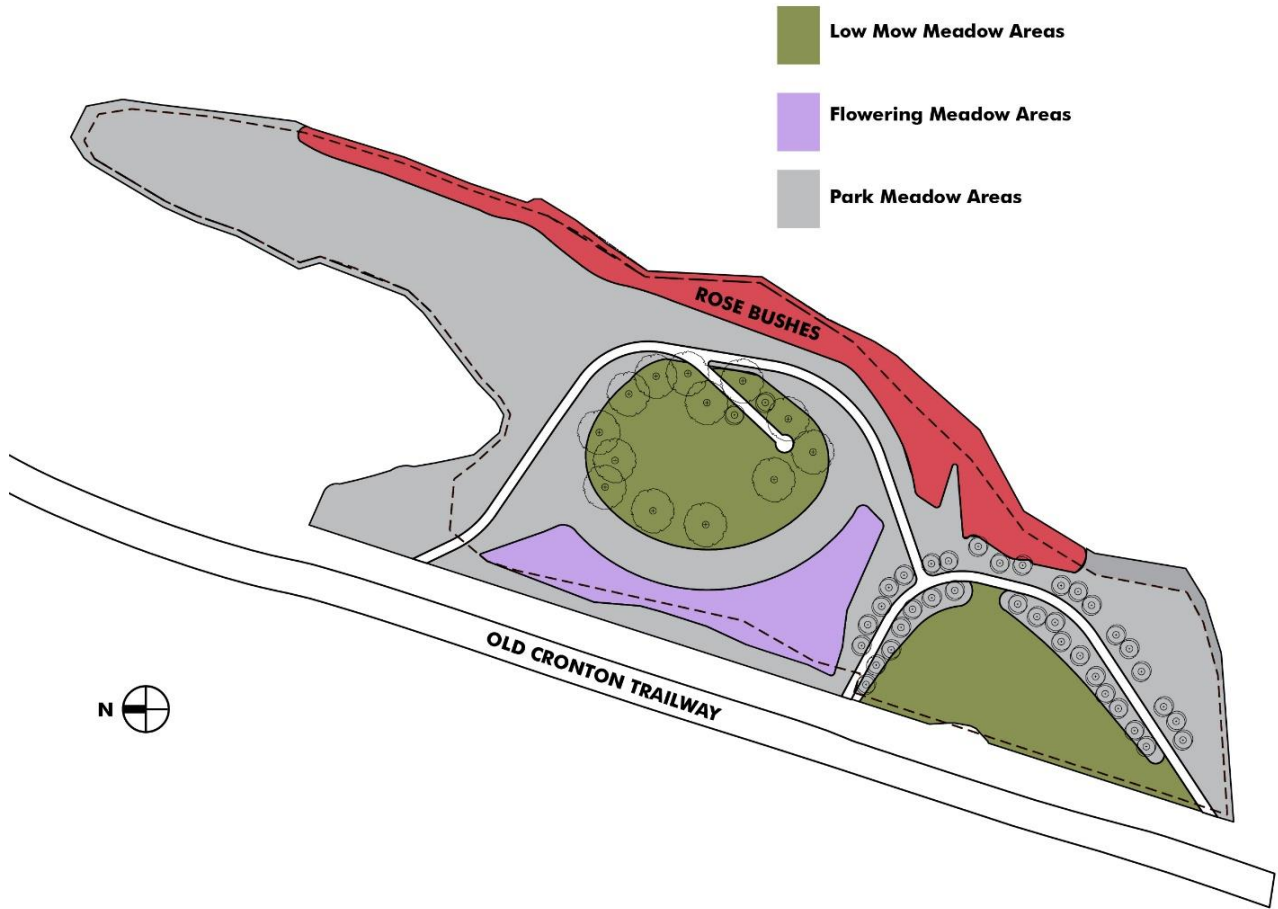
4. MULCHING

The Contractor shall apply an organic mulch of a ground/shredded consistency at the base of the trees to a thickness of not less than two inches (2”) or greater than three inches (3”) (measured in place).

5. FERTILIZING:

The Contractor shall apply an organic granular fertilizer annually in two cycles: May through June and August through September.

**REFERENCE MAP AS PER ITEMS ABOVE**



### **SUPPLIES & EQUIPMENT**

The Contractor shall purchase and make use of all supplies and equipment needed to perform the work as specified.

### **EXPERIENCE**

The Contractor shall present with the proposal evidence that they have at least five (5) years of satisfactory experience in landscaping services, particularly public parks. Experience with meadow mixes including low mow and flowering is important.

### **SAFETY FIRST**

The contractor shall conduct all operations in a safe manner. All workers shall use all necessary personal protection equipment for the work being performed. All workers shall have proper safety training as it pertains to handling machinery and equipment.

### **PERFORMANCE REVIEW**

Contractor shall be available to meet with the Village Manager and the Superintendent of Parks and Recreation to discuss any suggestions or complaints regarding the execution of the contract. It is the expectation that after such meeting, suggestions are to be implemented and complaints remedied.



## **LIABILITY REQUIREMENTS**

The awarded vendor(s) shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the awarded vendor, his subcontractors, agents or employees in connection with his services under this Agreement. The awarded vendor(s) specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the awarded vendor(s) shall indemnify and save harmless the Village of Hastings-on-Hudson, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the awarded vendor under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the awarded vendor's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

The awarded vendor(s) shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Village of Hastings-on-Hudson:

<b>Commercial General Liability (CGL)</b>	<b>(5,8 &amp; 9)</b>
<b>Each Occurrence</b>	
General Liability	\$1,000,000
Personal & Adv injury	\$1,000,000
Med Expense Any One Person	\$5,000
Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Products – Comp/Op Aggregate	\$1,000,000
<b>Auto Liability – including BI and PD (AL)</b>	<b>(2 &amp; 7)</b>
Combined single Limit per accident	
Any Auto	\$1,000,000
Or	
All Owned	\$1,000,000
All Hired	\$1,000,000
All Non-Owned	\$1,000,000
<b>Excess/Umbrella Liability</b>	<b>(1)</b>
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
<b>Workers Compensation and Employers Liability</b>	<b>(3)</b>
Each Employee	Statutory
Each Accident	Statutory
<b>Disability Benefits</b>	<b>(3)</b>
Each Employee	Statutory

- (1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- (2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- (3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1.
- (5) The Village of Hastings-on-Hudson should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- (7) If applicable policy should be endorsed to cover snowplow operations.
- (8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- (9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.

**STATEMENT BY PROPOSER**

It is understood and agreed that this proposal and any contract awarded hereon shall be subject to the provisions of Section 103-a of the General Municipal Law, which provides as follows:

§ 103-a. Ground for cancellation of contract by municipal corporations and fire districts. A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or by a fire district or any agency or official thereof on or after the first day of September, 1960, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, 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 or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, 1960, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, 1959, but prior to the first day of September, 1960.

Dated \_\_\_\_\_

Firm Name

\_\_\_\_\_

By: \_\_\_\_\_

Signature & Title

**HOLD HARMLESS AGREEMENT**

**(To be Approved by Your Attorney)**

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and hold harmless, the Village of Hastings-on-Hudson, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Hastings-on-Hudson or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

PROPOSER/CONTRACTOR (Company Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

(Dated)

**CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

\_\_\_\_\_  
(Legal Name of Proposer)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**  
**(To be Completed by Each Proposer)**

Each proposer/proposer, any person signing on behalf of any proposer/proposer and any assignee or subcontractor and, in the case of a joint proposal/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each proposer/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this proposal, should the Village of Hastings-on-Hudson (the "Village") receive information that a proposer/proposer is in violation of the above referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the proposer/proposer in default.

The Village reserves the right to reject any proposal or proposal from a proposer/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any proposer/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that  
he/she  
(Name of Individual Signing this Certification)

Is the \_\_\_\_\_ of the \_\_\_\_\_ and that neither  
(Title/Position of Signer) (Name of Proposer/Proposer)

The proposer/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Print Company Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**PROPOSER’S QUALIFICATIONS**

The cleaning services work shall be performed by persons regularly engaged in this type of work. The contractor shall furnish, to the satisfaction of the Village, proof of previous experience in the landscaping services field.

A. Provide a list of 3 companies and/or municipalities that you have provided similar service within the last three years. This information must be completely filled out.

1. Company/Municipality Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

2. Company/Municipality Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

3. Company/Municipality Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

B. EXPERIENCE – Number of years’ experience providing landscaping services:

\_\_\_\_\_

The Village will evaluate the experience listed by the Contractor in this proposal document. The Village reserves the right to reject the proposal proposals in which it is determined that the experience contained in the proposal indicates to the Village an inability on the part of the Contractor to successfully perform or complete the tasks required in the specifications.

**NON-COLLUSIVE PROPOSING CERTIFICATION**

**\*\* THIS PAGE MUST BE RETURNED WITH PROPOSAL/PROPOSER. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL/PROPOSER BEING REJECTED.**

**\*\***

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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Signature

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Date

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Contractor/Supplier



## **NON-DISCRIMINATION CLAUSE**

During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that

the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.

- g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- h. The Contractor will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Printed Name and Title