

Request for Bids

TREE REMOVAL, TREE PRUNING & STUMP GRINDING IN THE VILLAGE OF HASTINGS-ON- HUDSON

SPECIFICATIONS

(Dated: 10/30/2020)

Bid Opening Date:
Friday, November 20, 2020
10:00 A.M.

ONLINE BID OPENING ONLY

Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, NY 10706
Tel: (914) 478-3400
Fax: (914) 478-4624
Website: www.hastingsgov.org

NOTICE TO BIDDERS

The Village of Hastings on Hudson hereby invites the submission of sealed bids
For:

TREE REMOVAL, TREE PRUNING & STUMP GRINDING IN THE VILLAGE OF HASTINGS-ON-HUDSON

Bids will be received until 3:00 P.M. on:

Date

November 19, 2020

By:

Joseph Cerretani

Village Clerk

7 Maple Avenue

Hastings-on-Hudson, NY 10706

The scope of work includes tree trimming and removal performed primarily throughout the Village streets, parks, and facilities, and will be made available beginning on Friday, October 30, 2020 online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> or by sending an email to the Village Clerk at JCerretani@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 bid 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 bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link: www.bidnetdirect.com/new-york/hastings-on-hudson

Bids will be opened and read aloud November 20, 2020 at 10:00 A.M. via video conference. Bidders may view bid opening online with information posted on the Village website, www.hastingsgov.org, or provided by the Village upon request.

Awards will be made at a meeting to be held at a later date

Clearly label your package:

TREE REMOVAL, TREE PRUNING & STUMP GRINDING IN THE VILLAGE OF HASTINGS-ON-HUDSON

The Village of Hastings-on-Hudson reserves the right to reject any or all bids.

Vendors may submit questions in writing up to 4:00 PM on November 11, 2020. Answers will be posted online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> in the appropriate Bid Document file and distributed to all known bidders by 4:00 PM on November 16, 2020.

INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the attached set of forms. (Do not separate these sheets).
2. Each Bidder must state that no employee or member of the Village, and no spouse of such employee or member, is directly or indirectly interested in the proposal.
3. The proposal is to be enclosed and sealed in an envelope marked with the name of the bidder and "Bid for: TREE REMOVAL, TREE PRUNING & STUMP GRINDING."

Proposals must be received by:

Joseph Cerretani
Village Clerk
7 Maple Avenue
Hastings-on-Hudson, NY 10706

BY 3:00 PM, November 19, 2020

and will not be considered if submitted on other than the attached form bid. Bids will be opened at a time to be determined by the Owner.

4. During the performance of the contract, vendor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or compensation; and selection for training including apprenticeship. The vendor agrees to post in conspicuous places available to all employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

b) The contractor will, in all solicitations, or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin.

NAME OF BIDDER:

ADDRESS OF BIDDER:

SIGNATURE OF AUTHORIZED OFFICER:

TITLE: _____

DATE: _____

TELEPHONE: _____

SCOPE OF WORK

The Village of Hastings-on-Hudson is soliciting qualified firms or individuals to provide **TREE REMOVAL, TREE PRUNING AND STUMP GRINDING** as detailed herein. These services will be on a scheduled as well as an “as needed” basis.

One Unit consisting of three (3) qualified tree workers with 70’ extension bucket truck and chipper per eight (8) hour day inclusive of debris removal and disposal of wood chips, debris, and logs. Two Units must be available, if necessary. If Units are scheduled based upon the completion of a specific job, the contractor cannot change the number of Units assigned to that job without prior approval of the Village.

AND

One Unit consisting of three (3) to four (4) qualified tree workers with equipment appropriate for performing work in densely wooded areas or areas with no acceptable vehicle access to facilitate the use of a bucket truck and chipper per eight (8) hour day inclusive of debris removal and disposal of wood chips, debris, and logs.

The contractor shall present with the proposal evidence that he or she has at least five (5) years of satisfactory experience in the trimming, felling and/or removal of trees within public rights of way and on public parklands. The contractor shall guarantee that any employee operating chainsaws, tools, machines or equipment associated with this work shall have experience and proper training in the operation of such.

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 tree trimming and removal.

The Contractor shall inconvenience traffic as little as possible. Efforts shall always be made to preserve at least one-way traffic on street.

Handling of traffic on State and County highways shall be with the approval and in accordance with the requirements of the NY State Department of Transportation in the case of State highways, and the Westchester County Department of Public Works in the case of County highways. The Contractor will be required to consult with the Chief of Police and the Chief of the Fire Department to ascertain requirements with respect to Village roads, and their directions are to be fully complied with in all details. All necessary permits for such work shall be obtained and shall be paid for by the contractor.

Access to private properties over driveways shall be maintained. Temporary structures erected by the Contractor to accomplish this shall be safe. The Contractor shall be liable for any damage or injury resulting from the work.

When it is necessary to close a street temporarily, detours shall be provided and plainly and adequately marked. Adequate barricades, lights and other warning shall be provided and erected to protect the public for the work. No additional compensation shall be

allowed for traffic control. All costs thereof shall be included in the lump sum and unit prices bid for the work.

Except for emergencies, a minimum of 48 hours notice will be given prior to need. If any emergency arises, a crew must be available for that possibility 24 hours per day, 7 days a week, with response within 2 hours of the emergency call out. Should an emergency crew be unavailable, the Village of Hastings reserves the right to call in the next lowest bidding contractor.

All company units on site must have phones or pagers for communication. Successful bidder must have an I.S.A. Certified Arborist on its staff for consultation or advice.

Pruning work should follow up to date ANSI A300 standard practices for pruning. Improper pruning work can lead to future issues.

The Village requests that the contractor respond to the Bid Request covering the estimated unit quantities as stated herein.

Multiple suppliers may be awarded the bid as required and necessary and as in the best interest of the Village of Hastings-on-Hudson.

BID DUE DATE

Sealed bids will be accepted up until 3:00 P.M. on November 19, 2020, either in the Clerk's Office, Village Hall, 7 Maple Avenue, Hastings-on-Hudson, NY 10706 or mailed to the attention of the Village Clerk, Joseph Cerretani, to be received by the Bid Due Date.

Please return the completed Bid Form and Non-Collusive Bidding Certification by the bid date indicated above.

AWARD CRITERIA

The award of a contract (or contracts) for the described services will be made by the Village of Hastings-on-Hudson's Board of Trustees and shall be based on the cost of services and adherence to all required qualifications.

RIGHT TO REJECT PROPOSALS

This Bid Proposal does not commit the Village to award a contract, pay any cost incurred in the preparation of a proposal in response to this Bid request or to procure or contract for services. The Village intends to award a contract on the basis of the best interest and advantage to the Village, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers or to cancel this Bid Proposal in part or in its entirety, if it is in the best interest of the Village to do so.

CANCELLATION CLAUSE

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this Bid proposal shall result in immediate cancellation. The agreement may be cancelled by the Village and/or for any other reason(s) upon thirty (30) days written notice.

BASIS OF PAYMENT

In responding to this Bid Proposal, the Contractor shall provide his pricing as requested on our Cost Summary page attached herein. The price shall cover the cost of furnishing all equipment, labor and materials necessary to complete the work as described in *Scope of Work*. Payment requests shall be made monthly. Upon contractor's presentation of a detailed invoice and completed Village of Hastings-on-Hudson Standard Claim Form, authorized by the Superintendent of Public Works or his designee.

The contractor shall also provide any necessary information requested when and if adjustments need to be made to this contract. This information will also be utilized when the contractor is called upon by the Village to perform additional services.

TERM OF CONTRACT

Award of this contract shall be for a term of twelve months with the mutual option to renew for one (1) year. It is our intent to have this contract work commence January 1, 2021 and end on December 31, 2021.

EQUIPMENT

The Contractor shall provide all personnel, equipment, vehicles, and tools required to effectively perform the *Tree Removal, Pruning and Stump Grinding* as detailed herein.

It is the Contractor's sole responsibility to maintain any and all equipment it requires to fulfill its obligations under this contract. The Village of Hastings-on-Hudson reserves the right to inspect and approve all contractor equipment. The Contractor must replace any equipment the Village determines unfit for use with equipment approved by the Village.

Notwithstanding these requirements, it is the Contractor's sole responsibility to ensure equipment used in conjunction with this contract is safe. The Village assumes no liability for unsafe equipment even if the Village approves the equipment for use. Further, it is the Contractor's sole responsibility to safeguard and secure this equipment. The Village assumes no liability for damages caused to the Contractor's equipment by misuse, theft, or vandalism while operating or idle within Village boundaries.

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:

| | |
|---|----------------------|
| Commercial General Liability (CGL) | (5,8 & 9) |
| Each Occurrence | |
| 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 |
| | |
| Auto Liability – including BI and PD (AL) | (2 & 7) |
| 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 |
| | |
| Excess/Umbrella Liability | (1) |
| Each Occurrence | \$3,000,000 |
| Aggregate | \$3,000,000 |
| | |
| Workers Compensation and Employers Liability | (3) |
| Each Employee | Statutory |
| Each Accident | Statutory |
| | |
| Disability Benefits | (3) |
| 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 snow plow 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.

ASSIGNMENT

The awarded vendor(s) shall not subcontract any portion of this Agreement without the prior written consent of the Village of Hastings-on-Hudson.

LABOR LAWS/PREVAILING WAGE

The awarded vendor(s) will be required to comply with all applicable laws, including, but not limited to, Labor Laws, Prevailing Wage Rates and Workers Compensation. Certified payrolls are required with every request for payment to the Village of Hastings-on-Hudson or if requested by the New York State Labor Department.

PIGGYBACKING

This contract is made available for use by other governmental entities under the same terms and conditions pursuant to NYS General Municipal Law §103.

ERRORS, ADDENDA AND INTERPRETATIONS

If a bidder finds any omissions, discrepancies or errors in the Contract Documents, or is in doubt as to the meaning of the specifications or other Contract Documents, the bidder should notify the Village Manager, who may correct, amend or clarify such documents by interpretation or addendum. If the bidder fails to so notify the Village Manager, he will be

held rigidly to the Village Manager's interpretation of the specifications after the Contract is executed.

No interpretation of the meaning of the specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing via email to Mary Beth Murphy, Village Manager, at villagemanager@hastingsgov.org, and, to be given consideration, must be received at least five (5) days prior to the opening of bids.

VILLAGE CONTACT PERSON

Vendors may submit questions in writing to Village Manager Mary Beth Murphy at villagemanager@hastingsgov.org on or up to 4:00 PM on November 11, 2020. Answers will be posted online at at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notice-in-the-appropriate-Bid-Documents-file> and distributed to all known bidders by 4:00 PM on November 16, 2020.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Hastings-on-Hudson, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities in connection with or arising directly or indirectly out of this Contract and/or performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or actual violation of any statutes, ordinance, administrative order, law rule or regulations, but only to the extent resulting from the negligent acts, errors or omissions of Contractor or its officers, agents, servants or employees. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend, and indemnify such any claims, etc., at its sole cost and expense and agrees to bear all the other costs and expenses related thereof. The Village reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at the Contractor's expense.

Company: _____

Name: _____

Signature: _____

Date: _____

Nature/Scope of Work Being Performed: _____

BID SECURITY

1.1. Each Bid shall be accompanied by a bank check or bid bond (the “Bid Security”) in an amount equal to at least five percent (5%) of the Bid proposed (the “Contract Amount”), payable without condition to the Village of Hastings-on-Hudson as a guaranty that the bidder, if the Bid is accepted, will execute the Contract in accordance with the Bid and other Contract Documents, will provide proof of requisite insurance, and will furnish a good and sufficient bond for the payment to all persons supplying labor and material for the Work. After the canvass of Bids, the Bid Securities of all bidders except the three (3) lowest will be returned promptly.

1.2. The five percent (5%) Bid Guaranty will be forfeited upon the successful bidder’s failure to sign the Contract and/or furnish the requisite bonds and proof of insurance, if required, within ten (10) days after the award of the Contract.

1.3. Bidders submitting a bank check as Bid Security shall also submit a Certificate of Surety from a licensed surety bond company in the form set forth in the Bid Documents assuring the Village that the surety will provide the payment bond required by the Bid Documents. Bidders submitting a bid Bond as Bid Security are not required to submit a Certificate of Surety.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

as Principal, and _____

as Surety are held and firmly bound unto **The Village of Hastings on Hudson, NY** hereinafter called the "OWNER", in the penal sum of

_____ Dollars, (\$_____) lawful

money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the Accompanying Bid, dated:

_____, 20____,

for _____

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and Owner, or, if no period is specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period is specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give a bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of not effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of the Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party hereto affixed and these presents signed by its undersigned representative, pursuant to the authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties to this Bond.

In presence of:

_____(SEAL)
(Individual Principal)

(Business Address)

_____(SEAL)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____Affix
Corporate Seal

Attest:

(Corporate Surety)

(Business Address)

By: _____Affix
Corporate Seal

Countersigned

By: _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond

CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of

duly authorized to do business in the State of New York, and agree to furnish to

surety bonds for the faithful performance of any and all provisions contained in the Specifications and Contract. The maximum amount that we will be surety for on each bond is:

Surety Company or Agent

By _____

The terms of the Surety Company for furnishing the bond are hereby accepted.

Name of Bidder

Witness

By _____
(signature)

Title _____

IRANIAN ENERGY SECTOR DIVESTMENT

1.1. By submitting a Bid, the bidder hereby represents and certifies that it is in compliance with New York State General Municipal Law § 103-g entitled “Iranian Energy Sector Divestment”, in that the bidder has not:

1.1.1. Provided goods or services of \$20 million or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

1.1.2. Acted as a financial institution that extends \$20 million or more in credit to another person, for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

1.2. Any bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

1.3. Except as otherwise specifically provided herein, every bidder submitting a Bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

1.4. Except as otherwise specifically provided herein, any Bid that is submitted without having complied with section 19.3 above shall not be considered for award. In any case where the bidder cannot make the certification, the bidder shall so state and furnish with the Bid a signed statement setting forth in detail the reasons therefor. The Village reserves its rights, in accordance with General Municipal Law § 103-g to award the Bid to any bidder who cannot make the certification, on a case-by-case basis, under the following conditions:

1.4.1. The investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after April 12, 2012; and the bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

1.4.2. The Village makes a determination that the goods or services are necessary for the Village to perform its functions and that, absent such an exemption, the Village would be unable to obtain the goods or services for which the Bid is offered. Such determination shall be made by the Village in writing and shall be a public document.

CERTIFICATION PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW
§ 103-g

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Signature

Print name and Title

Bidder

Address

**VILLAGE OF HASTINGS-ON-HUDSON, NY
TREE REMOVAL, PRUNING & STUMP GRINDING
BID FORM**

The undersigned hereby submits the following bid to the Village of Hastings-on-Hudson for tree work at various locations within the Village as determined by the Department of Public Works and the Recreation and Parks Department.

Cost of one Unit with bucket truck:

_____ DOLLARS \$ _____

Estimated annual Unit quantity: 15 Estimated annual cost: \$ _____

Cost of one Unit without bucket truck and three workers:

_____ DOLLARS \$ _____

Estimated annual Unit quantity: 10 Estimated annual cost: \$ _____

Cost of one Unit without bucket truck and four workers:

_____ DOLLARS \$ _____

Estimated annual Unit quantity: 10 Estimated annual cost: \$ _____

Cost of one Unit on an emergency basis:

_____ DOLLARS \$ _____

Estimated annual Unit quantity: 5 Estimated annual cost: \$ _____

Cost of 36" Stump Grinder per day with necessary manpower and truck to operate same per day.

_____ DOLLARS \$ _____

Estimated annual quantity: 5 Estimated annual cost: \$ _____

THIS PROPOSAL SUBMITTED BY: _____

(Name, Address & Phone #)

SIGNED BY: _____

TITLE: _____

**VILLAGE OF HASTINGS-ON-HUDSON, NEW YORK
TREE REMOVAL, TREE PRUNING AND STUMP GRINDING**

NON-COLLUSIVE BIDDING CERTIFICATION

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

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 his/her knowledge and belief:

1. The prices of 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 prices 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 be 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 to submit a bid for the purpose of restricting competition.

Signature

Date

Contractor/Supplier