INFORMATION FOR BIDDERS & GENERAL CONDITIONS OF THE CONTRACT
TOWN OF BRUNSWICK
336 TOWN OFFICE ROAD
TROY, NY 12180

Grinding and Removal of Brush and Wood (Two Locations)
Bid No. H2026-02

SCOPE OF THE WORK

The Town of Brunswick is seeking bids from qualified contractors to grind, remove and dispose of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which is stockpiled in two locations; to wit:

1. The Town Landfill, located at Old Siek Road, Town of Brunswick: and
2. An unimproved lot located on Town Office Road, next to Highway salt shed, at Brunswick Town Hall, 336 Town Office Road, Town of Brunswick.

The bulk of the material consists of brush, wood, and tree limbs and parts, but also includes yard waste contained in biodegradable paper bags, but, regardless, all, such material on both sites is to be ground on site, removed from the sites, and properly disposed of by the contractor as hereinafter provided. The contractor is responsible to provide all equipment and tools necessary to accomplish the work including, but not limited to, suitable grinding apparatus and trucks. The contractor is solely responsible for transporting all equipment required to perform the work to and from the places that the work is to be performed. No additional transportation charges, set up, or breakdown fees will be allowed. All equipment used by the contractor must be in good operating condition and in full compliance with all Federal, State and local laws, rules and regulations in effect at the time of the contract. All equipment used by the contractor in performance of the work under this contract must be equipped with all devices, safety or otherwise, as may be required by law. The contractor has complete responsibility to furnish all fuel, maintenance and repairs for all of the equipment furnished and used by the contractor to perform the work. In no event shall the Town be responsible for any mechanical breakdown of, or damage to, the contractor's equipment. The contractor is solely responsible for on-site safety during all operations under this contract and will furnish contractor personnel with required safety equipment.

The contractor shall furnish all labor necessary to perform all aspects of the work. The contractor is responsible to fully comply with all New York State prevailing wage laws as more fully provided herein.

The ground waste must be removed by the contractor from the sites to a New York State permitted and certified solid waste facility, at which the contractor has a permit to dispose of such material. The Town shall not be responsible for the payment of any disposal or dumping fees.

PROPOSALS RECEIVED

All bids must be in a sealed envelope and received at or prior to 10:00 A.M. EST, Wednesday, December 2, 2026 at the Brunswick Town Clerk's Office, Town Office Building, 336 Town Office Road, Troy New York 12180.

PREPARATION OF PROPOSALS

Each bid must be submitted on the official Bid Form provided with the Bid Documents. There will be no exceptions.

Each bid must be submitted in a sealed envelope bearing on the outside the name and post office address of the Bidder, and name and number of the Bid for which it is submitted. If submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope and addressed to: Town of Brunswick, Tracy Broderick, Secretary to Supervisor, 336 Town Office Rd, Troy New York 12180.

Corrections and/or modifications to a bid received after the closing time specified above will not be accepted.

FAMILIARITY WITH THE WORK

All Bidders are required to physically inspect both sites at which the work is to be performed prior to submitting a bid. The actual bid form which must be used to submit a bid will require the Bidder to certify that he has done so. Such inspection must be arranged through the Office of the Town Superintendent of Highways, by contacting Tracy Broderick, Secretary, at (518) 279-3461, ext. 100, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday.

Each Bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attendant upon the performance of the work encompassed in this bid solicitation. Failure to do so will not relieve a Bidder of his obligation to furnish all materials, labor and equipment necessary to fully perform all of the work for the price set forth in his bid. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics relating to the work contemplated in this bid solicitation. The Bidder agrees that he shall make no claim for and has no right to additional payment or

extension of time for completion of the work, or any other concession, because of any misinterpretation or misunderstanding on his part of this work contemplated in this bid solicitation, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

QUALIFICATION OF BIDDER

All Bidders must complete the Statement of Bidder Qualifications form which is part of the official Bid Form document.

In determining the qualifications of a Bidder, the Town may consider its record in the performance of any contracts for similar work into which it may have previously entered; and the Town expressly reserves the right to reject the proposal of such Bidder if such record discloses that such Bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, or employees of subcontractors.

The Town may make such investigation as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by or the investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified, or that such Bidder misrepresented material facts in the documents.

CARE AND PROTECTION OF PROPERTY

The successful Bidder/Contractor shall take particular care to avoid damage to all private and public property and to private or public improvements located on Town property, within the Town's right of way, or on property which the Town is authorized to use. He shall make good any such damages he causes in the performance of the contracted work, to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements which are damaged by the Bidder/Contractor in the performance of the contracted work.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder/Contractor shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable, in the performance of the contracted work.

AWARD

The successful bid will be accepted and the contact awarded at a Regular or Special Meeting of the Brunswick Town Board.

The Town of Brunswick reserves the right to accept or reject any and all bids to best serve its interests, and to hold and consider all bids open for forty-five (45) days after the same are opened.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in bids, and to accept any bid it deems to be in its best interests.

NOTICE TO PROCEED

Following the acceptance of the successful bid and award of the contact by the Town Board, the execution of the Agreement contained in the Contact Documents, and compliance by the successful Bidder/Contractor with all insurance requirements hereinafter set forth, the Superintendent of Highways shall issue and deliver a Notice to Proceed to the successful Bidder/Contractor. Said Contractor shall commence work under the contract within ten (10) calendar days of the date specified in the Notice to Proceed for commencement of the work. All work under the contract shall be completed and ready for final acceptance and approval by the Town Highway Superintendent within thirty (30) calendar days of the date specified in the Notice to Proceed for commencement of the work.

PAYMENT

Payment shall be made to the successful Bidder/Contractor in a single lump sum payment within forty-five (45) days after the work has been fully completed and accepted and approved by the Town Superintendent of Highways.

INSURANCE

The successful Bidder/Contractor shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

A. Commercial General Liability coverage with limits of liability not less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) annual aggregate.

B. Comprehensive Automobile Liability coverage on owned, hired, leased, or non-owned autos with limits not less than $1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

C. Workers' Compensation Insurance — The contractor shall provide adequate Workers' Compensation Insurance for all employees engaged in work on this project who may come within the protection of the protection of the Worker’s Compensation Law, and where practicable, employer's general liability insurance for employees not so protected.

D. Errors and Omissions Insurance: A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".

The Town of Brunswick shall be named as an additional insured on the policies required by subparagraphs (A) and (B) above. The successful Bidder shall furnish certificates of insurance to the Town of Brunswick and corresponding policy endorsement setting forth the required coverage hereunder prior to commencing any work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to the Town of Brunswick. All insurance required shall be primary and non-contributing to any insurance maintained by the Town of Brunswick. The successful Bidder shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The successful Bidder agrees to cause each subcontractor to furnish the Town of Brunswick with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such subcontractor commencing any work.

No work under this contract shall commence until the successful Bidder/Contractor has fully complied with the provisions of this section.

HOURS OF WORK:

Unless otherwise approved in writing by the Town Superintendent of Highways, all work under this contract shall be accomplished between the hours of 7:00 a.m. and 3:30 p.m. on weekdays, and no work shall be performed on weekends and legal holidays.

FIRE PROTECTION:

The Contractor shall perform all work in a fire-safe manner.

INDEMNIFICATION

The successful Bidder/Contractor shall defend, indemnify and save harmless the Town of Brunswick, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder/Contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

NON-COLLUSIVE CERTIFICATION

All bids or proposals submitted to the Town must include a fully executed Non-Collusive Bidding Certification contained in the Bid documents.

By submission of this bid, each contractor and each person signing on behalf of any contractor 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 knowledge and belief:

- The prices in 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 contractor or with any competitor; and
- Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
- No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NON-DISCRIMINATION POLICY

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

NYS LABOR LAW; PREVAILING WAGE AND SUPPLEMENTS:

1. The attention of each and all Contractors is directed to Articles 8 of the New York State Labor Law in general, but also specifically with regard to Prevailing Wage and Supplements. The Town of Brunswick does, in good faith, identify those projects/services it believes to be Prevailing Wage and Supplements projects/services. The failure of The Town of Brunswick to accurately assess the wage status of a particular project/service shall not relieve the contractor of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor. See attached information.

2. All interested parties (including, but not limited to, contractors and sub-contractors) shall note, understand and comply with the following: In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.

3. The General Provisions of Laws Covering Workers; NYS-DOL requires as follows: "Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. The Town of Brunswick), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. The Town of Brunswick) shall receive and maintain such payrolls." As provided for, by the above referenced provisions, The Town of Brunswick is authorized to withhold payments to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. Therefore, the Town of Brunswick shall withhold payments to contractors who have not submitted the initial Certified Payroll and the periodic Certified Payroll(s) as required herein.

4. The contractor shall be required to pay prevailing wage and supplements in accordance with NYS Labor Law Articles 8.

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wage or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

STATEMENT OF BIDDER QUALIFICATIONS

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Answer all questions in a clear and comprehensive manner. This form must be completed in full and sealed (if corporation) or signed by all partners. The Bidder may submit any additional information he/she desires.

NOTE: THIS STATEMENT **MUST** BE NOTARIZED

SUBMITTED BY:

Name of Bidder: _____

Federal Identification Number: _____

Permanent Principal Office Address:

_____

_____

Corporation ____ Partnership____ Individual____ Joint Venture____ Other: _____

1. Date when Firm Was Organized: _____

2. State of Incorporation: _____

3. How many years has your organization been engaged in contracting under your present firm or trade name? _____

4. Have you ever failed to complete any work awarded to you? _____
   If so, note when, where, and why:
   _____
   _____
   _____

5. Has any office or partner of your organization ever been an officer or partner of another organization that failed to complete a contract awarded to it? _____
   If so, state circumstances:
   _____
   _____
   _____

6. List name of project, owner, architect, contract amount, date of completion the major brush grinding and removal projects your organization has completed in the last five (5) years:
   _____
   _____
   _____

7. List your major equipment which will be used for this contract:

_____
_____
_____

8. Experience in work similar in scope and scale to this project:

_____
_____
_____

9. List the brush grinding and removal experience of the principal individuals of your organization:

_____
_____
_____

10. Trade references:

_____
_____
_____

11. List the names and job titles of the employees of your organization who will actually perform the work of this contract:

_____
_____
_____

_____
Name of Bidder

_____
Title

_____
Date

STATE OF NEW YORK
COUNTY OF _____

On this _____day of _____, 2026, before me appeared _____, to me known and known to me to be the individual described in and who executed the within document, and said individual acknowledged to me that he/she executed the same.

_____
Notary Public

County of _____

Seal

BID FORM

BRUSH GRINDING AND REMOVAL (TWO LOCATIONS)

This bid proposal is submitted to: Town of Brunswick
Town of Brunswick Town Hall
336 Town Office Road
Troy, New York 12180

By: _____
(Name of Bidder/Contractor)

The undersigned, as Bidder, agrees to furnish labor, equipment and materials as specified in the Contract Documents and declares that no person or persons, other than those named herein, are interested in this Bid; that this Bid is made without collusion with any person, firm, or corporation; that he has carefully examined the locations of the proposed work; that no person or persons acting in any official capacity for the Town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Bid is accepted, to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the manner and time prescribed in the Contract Documents , and according to the requirements of the Town as therein set forth, and that he will take in full payment therefor, the lump sum price as hereinafter set forth, and further states as follows, to wit:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the OWNER in the form included in the Contract Documents for the Contract Price and within the Contract Time indicated in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids, Information for Bidders, and General Conditions of the Contract. This Bid shall remain subject to acceptance for the specified number of calendar days after the day of Bid opening as stated in the Information for Bidders and the Contract Documents.

3. In submitting the Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents, the Advertisement for Bids, and the Information for Bidders and General Conditions of the Contract (receipt of all of which is hereby acknowledged).

4. BIDDER acknowledges that it has familiarized itself with the nature and extent of the Contract Documents, the work, the work sites, the locality, all local conditions, and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5. BIDDER agrees that the Work shall be completed in accordance with the Contract Documents.

6. Communications concerning this Bid shall be addressed to the BIDDER at the following address:

_____

_____

7. BIDDER agrees to commence work within ten (10) calendar days from the date specified in the Notice to Proceed for commencement of the work.

8. BIDDER agrees that the Work shall be completed and ready for final approval and acceptance by the Town within thirty (30) calendar days of the date specified in the Notice to Proceed for commencement of the work.

9. BIDDER certifies that it has physically inspected both sites at which the material to be ground, removed and disposed of is stock-piled.

10. BIDDER intends to lawfully dispose of the ground waste material as follows: (set forth name and location of disposal facility and permit number)

_____

_____

_____

11. The LUMP SUM PRICE hereinafter set forth includes all of the Contractor's costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, trucking and transportation, overhead, profit, insurance, permit fees, disposal fees, and all else incidental and necessary to complete the contract work.

BIDDER shall complete the grinding, removal and disposal of all of the of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which is stockpiled in two locations; to wit:

1. The Town Landfill, located at Old Siek Road, Town of Brunswick: and
2. An unimproved lot located on Town Office Road, next to Highway salt shed, at Brunswick Town Hall, 336 Town Office Road, Town of Brunswick.

For the following Lump Sum Price

$_____

_____

(In Words)

Date: _____

If BIDDER is:

INDIVIDUAL:

By: _____ (Seal)

(Individual's Name)

Doing business as
Business Address:

Telephone #:

PARTNERSHIP:

By: _____ (Seal)

(Firm Name)

(General Partner)
Doing business as
Business Address:

Telephone #:

CORPORATION:

By: _____ (Seal)

(Corporation Name)

(State of Corporation)

By: (Name of Person Authorized to Sign)

(State of Corporation)

Attest:
(S e c r e t a r y)
Business Address:

Telephone #:

JOINT VENTURE:

By: _____
(Name)

_____
(Address)

By: _____
(Name)

_____
(Address)

(Each joint venture participant must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above)

LIMITED LIABILITY COMPANY:

By: _____
(Name)

_____
(Address)

Telephone #:

Grinding and Removal of Brush and Wood (Two Locations)
Bid No. H2026-02

1. The Town Landfill, located at Old Siek Road, Town of Brunswick: and

2. An unimproved lot located on Town Office Road, next to Highway salt shed at Brunswick Town Hall, 336 Town Office Road, Town of Brunswick.

NON-COLLUSIVE BIDDING CERTIFICATION

(General Municipal Law 103-d)
(to be submitted with Bid Form)

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, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and

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;

3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit a Bid for the purpose of restricting competition.

The foregoing statement has been read and subscribed by the undersigned Bidder and is hereby affirmed as true under the penalties of perjury.

(Individual)

(Corporate, Partnership, LLC)

BY: _____
(Title)

(Seal)

(Date)

AGREEMENT

AGREEMENT, made this ____ day of _____, 2026 by and between Town of Brunswick, acting herein though its Town Supervisor having its principal office and place of business at Town of Brunswick Town Hall, 336 Town Office Road, Troy, New York 12180, hereinafter referred to as the TOWN, and

_____

having its principal place of business at _____,

hereinafter referred to as the CONTRACTOR:

WITNESS, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to complete the grinding, removal and disposal of all of the of leaves, brush, tree limbs and parts, wood, clippings and other yard waste which is stockpiled in two locations; to wit:

1. The Town Landfill, located at Old Siek Road, Town of Brunswick: and

2. An unimproved lot located on Town Office Road, next to Highway salt shed, at Brunswick Town Hall, 336 Town Office Road, Town of Brunswick.

; hereinafter called the Project, for the sum of

$ _____ $ _____ Dollars

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, the General Conditions, and printed or written explanatory matter thereof, the matters required of CONTRACTOR, the Scope of Work, Insurance Requirements, and all terms and conditions of the Invitation to Bid, all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to complete the work under this Contract within thirty (30) calendar days after the date specified in the Notice to Proceed for commencement of the work.

TOWN agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract, and to make payments on account thereof within forty-five (45) days after submitting payment request following the acceptance and approval of the work by the Town of Brunswick Superintendent of Highways.

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of New York.

LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of all laws and municipal ordinances and regulations in any manner affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinance, regulations, orders and decrees; and shall protect and indemnify the TOWN, its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

LIABILITY OF CONTRACTOR, INDEMNITY, ETC.

The Contractor shall take all responsibility of the work, and take all precautions for preventing injuries to persons and property in or about the work; he shall bear all losses resulting to him on account of the amount or character of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, on account of the weather, elements, riots, civil disorders or other causes; and he shall assume the defense of, and indemnify and save harmless the TOWN and its officers and agents, from all claims relating to labor or materials furnished for the work, and to inventions, payments and patent rights used in doing the work, and to injuries or damages to persons, corporations or property received or sustained by or from the Contractor and his employees in doing the work, or in consequence of any improper materials, implements or labor used therein, and to any act, omission or neglect of the Contractor and his employees.

LAST PAYMENT TO TERMINATE OWNER LIABILITY

Neither the TOWN, nor any officer or agent thereof, shall be liable for, or be held to pay, any money to the Contractor, except as herein provided; and the acceptance by the Contractor of the final payment aforesaid shall operate as and shall be a release to the TOWN and every member and agent thereof, from all claims of and liability to the contractor for anything done or furnished for or relating to or affecting the work.

CONTRACTOR agrees:

1. Hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any Court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.

2. Any litigation brought by the CONTRACTOR based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the TOWN is located; trial to be without jury.

3. Any legal process or notice connected with any litigation may be served on the CONTRACTOR by U.S. registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR'S last known address, and that service is such manner shall constitute good and valid service of process upon the CONTRACTOR.

4. The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph ('3') immediately above, invalid service of process, and that he will duly enter his appearance in any such action.

5. This Contract shall/may be presented in court as conclusive evidence of the foregoing agreement.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

_____
(Contractor)

(Seal)

ATTEST

BY: _____

_____
(Town Supervisor, Town of Brunswick)

(Seal)