

PROJECT MANUAL

**VILLAGE OF TANNERSVILLE
GOOSEBERRY CREEK REVITALIZATION STRATEGY
IMPLEMENTATION PHASE III
RIP VAN WINKLE LAKE PARK
GREEN COUNTY, NEW YORK**

FEBRUARY 25, 2025

CONTRACT NO. 3 – LANDSCAPING

OWNER:

**VILLAGE OF TANNERSVILLE
1 PARK LANE
PO BOX 967
TANNERSVILLE, NEW YORK 12485**

LANDSCAPE ARCHITECT AND ENGINEER:

**STUDIO A LANDSCAPE ARCHITECTURE
AND ENGINEERING, D.P.C.
74 WARREN STREET
SARATOGA SPRINGS, NY 12866**

DEC CONTRACT NO: 00150192

FEBRUARY 25, 2025

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

000101 – PROJECT TITLE PAGE

**VILLAGE OF TANNERSVILLE
GOOSEBERRY CREEK REVITALIZATION STRATEGY
IMPLEMENTATION PHASE III
RIP VAN WINKLE LAKE PARK**

CONTRACT NO. 3 – LANDSCAPING

VILLAGE BOARD

**DAVID SCHNEIDER, MAYOR
DAVID KASHMAN, DEPUTY MAYOR**

**DYLAN LEGG, TRUSTEE
GEORGE KELLY, TRUSTEE
GREGORY THORPE, TRUSTEE**

ROBIN DUMONT – CLERK-COLLECTOR

TAL RAPPLEYEA, ESQ. – VILLAGE ATTORNEY

LANDSCAPE ARCHITECT AND ENGINEER

**STUDIO A LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.
74 WARREN STREET
SARATOGA SPRINGS, NY 12866
TEL. (518)450-4030**

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Document 000101 – Project Title Page

Document 000115 – List of Drawings

Document 001113 – Advertisement for Bids

Document 002113 – Instructions to Bidders

Document 004113 – Bidding Documents

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.1A – Unit Prices Form

004113.4 – Non-Collusive Bidding Form

004113.6 – Certificate of Compliance with the Iran Divestment Act

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Document 006000 – Contracting Documents

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DIVISION 01 – GENERAL REQUIREMENTS

Document 011000 – General Conditions

TECHNICAL SPECIFICATIONS

Rip Van Winkle Lake Park – Landscaping
Tannersville, New York

DIVISION 32 – EXTERIOR IMPROVEMENTS

Document 329300 – LANDSCAPING

DOCUMENT 000115 - LIST OF DRAWING SHEETS

PART 1 - GENERAL

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Gooseberry Creek Revitalization Strategy Implementation Phase III, dated February 25, 2025, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

C-4.10 PLANTING AND LAYOUT PLAN

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF DOCUMENT 000115

DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders may submit bids for project construction as described in this Document. Submit bids according to the Instructions to Bidders. (Document 002113)
- B. Project Identification: Gooseberry Creek Revitalization Strategy Implementation Phase III, Rip Van Winkle Lake Park – Landscaping
 - 1. Project Location: 33 Upper Lake Road, Tannersville, NY 12485
- C. Owner:
 - Village of Tannersville
 - Village Hall
 - 1 Park Lane
 - P.O. Box 967
 - Tannersville, NY 12485
 - David Schneider, Mayor
 - (518)-589-5850
- D. Landscape Architect and Engineer (The “Architect”):
 - Studio A Landscape Architecture and Engineering, D.P.C.
 - 74 Warren Street
 - Saratoga Springs, NY 12866
 - Kirsten Catellier, ASLA
 - (518)-450-4030
 - kcatellier@studioadpc.com
- E. Project Description:

Contract For Rip Van Winkle Lake Park – Landscaping: includes all labor, tools, and equipment to supply and install landscaping in the park as detailed and illustrated on the drawings.

Concrete Sono tube formed footings and the concrete pavilion floor are to be constructed by others. Site preparation, grading and final landscaping to be constructed by others.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. Landscaping

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: March 25, 2025
2. Bid Time: 11:00 a.m. local time.
3. Location:
Village of Tannersville, Village Hall
1 Park Lane
Tannersville, NY 12485
Attn: Robin Dumont, Village Clerk

- B. Bids will be thereafter publicly opened and read aloud.

1.3 DOCUMENTS

- A. Online Procurement and Contracting Documents: Digital (PDF) copies of the bidding documents can be obtained from the Village of Tannersville, Village Hall, Village Clerk (the issuing office) on Monday through Friday between the hours of 9:00 AM and 4:00 PM, local time upon request.

- B. Viewing Procurement and Contracting Documents: Printing Bidding Documents can be viewed at the locations below:

1. Village of Tannersville Village Hall
1 Park Lane
Tannersville, NY 12485
Monday to Friday
10:00 AM to 4:00 PM

And

2. Studio A Landscape Architecture and Engineering, D.P.C.
74 Warren Street
Saratoga Springs, NY 12866
Monday to Friday
10:00 AM to 4:00 PM

- C. Printed Procurement and Contracting Documents: Printed copies of the Bidding Documents may be obtained from the Village of Tannersville Village Hall, Village Clerk, (the issuing office) on Monday through Friday between the hours of 9:00 AM and 4:00 PM, local time.

1. Shipping: Additional shipping charges of \$50.00 will apply per set for handling and delivery.

1.4 TIME OF COMPLETION

- A. Successful bidder shall begin the Work in the spring of 2025 on receipt of the Notice to Proceed. All work shall be fully completed by July 1, 2025.

1.5 NOTIFICATIONS TO BIDDERS

- A. This Advertisement for Bids document is issued by the Village of Tannersville, David Schneider, Mayor.
- B. Attention of Bidders is particularly called to the requirements as to prevailing wage rates to be paid under the contract, equal employment opportunity, Minority and Women-Owned Enterprises (MWBE) and Service Disabled Veteran Owned Businesses (SDVOB) participation, and all other federal, New York State and local requirements.

For the purposes of meeting these participation goals, please identify whether the responder is a certified M/WBE or SDVOB firm. If the responder is not a certified M/WBE or SDVOR firm, please include whether you intend to hire subconsultant(s) for this project, and how you intend to conduct outreach to M/WBE and SDVOB subs for possible inclusion in this project.

- C. All laborers, workers and mechanics working on the site of this project must be certified as having successfully completed the OSHA 10-hour construction safety and health course.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 001113

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS TO BIDDERS

- A. CERTIFICATE OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT: In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the “Certification with the Iran Divestment Act” or, in the case where the bidder is unable to make such certification, (2) the form titled “Declaration of Bidder’s Inability to Provide Certification of Compliance with the Iran Divestment Act”. This form is included in Document 004113 – Bidding Documents, Document 004113.6 “Certificate of Compliance with the Iran Divestment Act”.
- B. SALES AND COMPENSATING USE TAXES: The Owner is exempt from paying sales and compensating use taxes of the State of New York and of cities, counties, and other subdivisions of the State on all materials sold to it pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption shall apply to supplies and materials which are incorporated in such project. This exemption does not, however, apply to equipment rentals, small tools, and supplies for equipment such as supplies of gasoline used in operating trucks. The term "materials" as used in this article shall include supplies incorporated in this project. A Tax Exemption Certificate will be furnished to the Contractor by the Owner upon request.
- C. LAWS AND REGULATIONS: All applicable State Laws, municipal ordinances, and the rules, regulations and ordinances of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- D. AFFIRMATIVE ACTION PROVISION: During the performance of this Contract, each Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Contractor agrees to include or require the inclusion of the above provision in any subcontract made pursuant to its contract with the Owner.
- E. WAGE RATE REQUIREMENTS
1. Minimum prevailing rate of wages, health and welfare and pension fund contributions are as determined by the Industrial Commissioner of the State of New York. In accordance with the provisions of Section 220 the Labor Law of New York State.
 2. It shall be the sole responsibility of each Contractor to pay wages at least equal to current and future Wage Rate Schedules which are applicable to this project

throughout the entire duration of the Contract without claiming extra costs.

3. Current Wage Rate Schedules can be found at
<https://applications.labor.ny.gov/wpp/publicviewproject.do?method=showit&id=1372559>

F. MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES (MWBE) AND SERVICE DISABLED VETERAN OWNED BUSINESSES (SDVOB) PARTICIPATION:

The Contractor, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), shall comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A to the best of their ability and provide a statement of the respondent's effort to comply with the State's Minority and Women Owned Business Enterprise (MWBE) and Service Disabled Veteran Owned Business (SDVOB) goals. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and service disabled veteran owned businesses ("SDVOBs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state, or local laws.

The Agency has established an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) and 6% for Service Disabled Veteran Owned Businesses (SDVOB). For purposes of providing meaningful participation by MWBEs and SDVOBs on the Contract and achieving the Contract Goals, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; or (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

The portion of a contract with an MWBE/SDVOB serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE/SDVOB shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE/SDVOB serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE/SDVOB shall be monetary value for fees, or the markup percentage, charged by the MWBE/SDVOB.

Contractor must document and provide to the Village upon request "good faith efforts" pursuant to 5 NYCRR §142.8 to provide meaningful participation by MWBEs and SDVOBs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to make good faith efforts to meet the established MWBE/SDVOB participation goals set

forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as determined by the Agency.

Contractor and subcontractor will be required to certify payments in the New York State contract System. Contractor shall submit an MWBE/SDVOB Utilization Plan either prior to, or at the time of, the execution of the contract, which shall be used for the performance of MWBEs/SDVOBs on the Contract pursuant to the prescribed MWBE/SDVOB goals. Failure to submit and/or use such MWBE/SDVOB Utilization Plan shall constitute a material breach of the terms of the Contract.

Contractor and subcontractors must notify the Owner within 10 days if their New York State MWBE/SDVOB certification has lapsed or changed.

G. CERTIFICATES OF LIABILITY INSURANCE:

Insurance Requirements: The Contractor shall purchase and maintain Insurance of the following types of coverage and limitations of liability and provide copies to the Village of Tannersville – Village Clerk. The Village of Tannersville and New York State is to be named as an insured in all of the following documents.

1. Commercial General Liability (CGL) with limits of Insurance not less than \$1,000,000 each occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$2,000,000 Products/Completed and \$2,000,000 Annual General Aggregate.
 - a. General contractor/the owner and all entities required in the general construction contract shall be included as an additional insured on the CGL. This insurance for the additional Agreement insured shall be as broad as the coverage provided for the named insured contractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - b. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work.
2. Automobile Liability
 - a. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b. Business Auto coverage must include a liability arising out of all owned, leased, hired and non-owned automobiles. Automobile coverage shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
3. Commercial Umbrella
 - a. Umbrella Limits be at least \$1,000,000

- b. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL
 - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-Insurance, including any deductible, maintained by, or provided to, the additional insured other than the GL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
4. Workman's Compensation and Employers Liability
- a. Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for Injury by disease.
 - b. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.
5. Special Note
- a. The Village of Tannersville and New York State is to be named as an insured in all of the following documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 002113

DOCUMENT 004113 – BIDDING DOCUMENTS

PART 1 - GENERAL

1.1 BIDDING DOCUMENTS

- A. The following documents are to be completed and included with the Bid.
 - 1. Document 004113.1 Bid Form – Stipulated Sum
 - a. 004113.1A – Unit Prices Form
 - 2. Document 004113.4 Non-Collusive Bidding Certification
 - 3. Document 004113.6 Certificate of Compliance with the Iran Divestment Act
 - 4. Document 004113.7 Notice of Award

- B. Copies of the above forms are included in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004113

DOCUMENT 004113.1 - BID FORM - STIPULATED SUM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Rip Van Winkle Lake Park – Landscaping
- C. Project Location: 33 Upper Lake Road, Tannersville, NY 12485.
- D. Owner: Village of Tannersville, New York.
- E. Landscape Architect and Engineer: Studio A Landscape Architecture and Engineering, D.P.C.
- F. Architect Project Number: 24004

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Studio A Landscape Architecture and Engineering, D.P.C. having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. For the stipulated sum of: _____ Dollars
(\$_____).

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Studio A Landscape Architecture and Engineering, D.P.C., and shall fully complete the Work by July 1, 2025.

1.4 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. All Forms identified in Document 004113, Bidding Documents, Including 004113.4 Non-Collusive Bidding Certification, 004113.6 Certificate of Compliance with the Iran Divestment Act and 004113.7 Notice of Award.

1.5 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed in New York State, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.6 SUBMISSION OF BID

- A. Respectfully submitted this _____ day of _____, 2025.
- B. Submitted By: _____
(Name of bidding firm or corporation).
- C. Authorized Signature: _____
(Handwritten signature).
- D. Signed By: _____
(Type or print name).
- E. Title: _____
(Owner/Partner/President/Vice President).
- F. Witnessed By: _____
(Handwritten signature).
- G. Attest: _____
(Handwritten signature).
- H. By: _____
(Type or print name).
- I. Title: _____
(Corporate Secretary or Assistant Secretary).
- J. Street Address: _____
- K. City, State, Zip: _____
- L. Phone: _____
- M. License No.: _____
- N. Federal ID No.: _____
(Affix Corporate Seal Here).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004113.1

DOCUMENT 004113.1A - UNIT PRICES FORM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Rip Van Winkle Lake Park – Landscaping
- C. Project Location: 33 Upper Lake Road, Tannersville, NY 12485
- D. Owner: Village of Tannersville, New York 12845
- E. Architect: Studio A Landscape Architecture and Engineering, D.P.C.
- F. Architect Project Number: 24004

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form, Document 004113.1
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.

1.3 UNIT PRICES

- A. Unit-Price No. 1: Plant Materials, Owner may elect to purchase additional plant materials to be installed in park and/or deduct plant materials in the Base Bid (supply delivered and install in locations directed)
 - 1. (ADD OR DEDUCT) *Abies balsamea* – Balsam Fir – 5-6’ HT dollars (\$ _____) per unit.
 - 2. (ADD OR DEDUCT) *Acer rebrum* – Red Maple – 1-1.5” CAL dollars (\$ _____) per unit.
 - 3. (ADD OR DEDUCT) *Betula nigra* – River Birch – 8-10’ HT dollars (\$ _____) per unit.
 - 4. (ADD OR DEDUCT) *Cercis canadensis* – Redbud – 8-10’ HT dollars (\$ _____) per unit.
 - 5. (ADD OR DEDUCT) *Myrica pensylvanica* – Bayberry – 1 GAL dollars (\$ _____) per unit.

- 6. (ADD OR DEDUCT) Quercus palustris – Pin Oak – 1.5-2” CAL dollars (\$_____) per unit.
- 7. (ADD OR DEDUCT) Acer rebrum – Red Maple – 1-1.5” CAL BARE ROOT dollars (\$_____) per unit.
- 8. (ADD OR DEDUCT) Quercus palustris – Pin Oak – 1-1.5” CAL BARE ROOT dollars (\$_____) per unit.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2025.
- B. Submitted By: _____
(Insert name of bidding firm or corporation).
- C. Authorized Signature: _____
(Handwritten signature).
- D. Signed By: _____
(Type or print name).
- E. Title: _____
(Owner/Partner/President/Vice President).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004113.1A

DOCUMENT 004113.4 – NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 103-d of the New York State General Municipal Law)

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

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such 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 the 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.

(Print or type name of Bidder)

By: _____
(Signature) (Individuals name & title)

Subscribed and sworn to before me

This _____ day of _____

(Signature of Notary Public)

(Notary Stamp)

END OF DOCUMENT 004113.4

DOCUMENT 004113.6 – CERTIFICATE OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL), §165-a and General Municipal Law §103-g, both effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL §165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended, or assigned that is not included on the Prohibited Entities List.

During the term of the Contract, should the Village receive information that a Bidder/Contractor is in violation of the above-referenced certifications, 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 ninety (90) days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default. The Village reserves the right to reject any bid, or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identifies on the Prohibited Entities List.

Signed: _____

SWORN to before me this _____ day of _____ 2025

Notary Public: _____

OR

DECLARATION OF BIDDER’S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bidders shall complete this form if they cannot certify that the bidder/contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The Village reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder: _____

Address of the Bidder: _____

Has Bidder been involved in investment activities in Iran? _____

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate): _____

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

If so, what was the date of the last investment activity? _____

Has the Bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any investments in Iran? _____

If so, provide the date of the adoption of the plan by the Bidder and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the Bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached): _____

I, _____ being duly sworn, deposes and says that he/she is the _____
of the _____ corporation and the foregoing is true and accurate.

Signed

SWORN to before me this _____ day of _____ 2025

Notary Public: _____

END OF DOCUMENT 004113.6

DOCUMENT 004113.7 – NOTICE OF AWARD

Date of Issuance:

Owner: Village of Tannersville

Owner's Contract No.: No. 3 - Landscaping

Landscape Architect/ Engineer: Studio A Landscape Architecture and Engineering D.P.C

Landscape Architect/ Engineer Project No.: 24004

Project: Rip Van Winkle Lake Park-
Landscaping

Contract Name: Rip Van Winkle Lake Park-
Landscaping

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Village of Tannersville, Rip Van Winkle Lake Park Contract No. 3 – Landscaping

The Contract Price of the awarded Contract is: \$ _____

6 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

- A Set of the Drawings will be delivered separately from the other contract Documents.

You must comply with the following conditions precedent within 10 days of the date of this Notice of Award:

1. Deliver to Owner 6 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the insurance documentation as specified in the Instructions to Bidders.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

Owner: _____
Authorized Signature

By: David Schneider
Title: Mayor – Village of Tannersville

Copy: Studio A Landscape Architecture and Engineering D.P.C

END OF DOCUMENT 004113.7

DOCUMENT 006000 – CONTRACTING DOCUMENTS

PART 1 - GENERAL

1.1 CONTRACTING DOCUMENTS

- A. The following documents are to be completed and included in the Contract for Construction.
 - 1. Document 006000.1 Agreement
 - 2. Document 006000.7 Notice to Proceed

- B. Copies of the above forms are included in the Project Manual.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DOCUMENT 006000

DOCUMENT 006000.1 – AGREEMENT

PART 1 – GENERAL

1.1 AGREEMENT

- A. The Village of Tannersville will issue either a brief contract or purchase order for the project.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF DOCUMENT 006000.1

DOCUMENT 006000.7 – NOTICE TO PROCEED

Owner:	Owner’s Contract No.:
Contractor:	Contractor’s Project No.:
Engineer:	Engineer’s Project No.:
Project:	Contract Name:
	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 2025.

On that date, Contractor shall start performing its obligations under the Contract Documents. No work shall be done at the Site prior to such date. In accordance with the Agreement. The date of final completion is July 1, 2025.

Before starting any Work at the Site, Contractor must comply with the following:

(Note any access limitations, security procedures, or other restrictions)

Notify Studio A, Landscape Architecture and Engineering, D.P.C. of the date for access to the site to install landscaping.

Owner:

Authorized Signature

By: _____

Title: _____

Date Issued: _____

Copy: Landscape Architect/Engineer

END OF DOCUMENT 006000.7

DIVISION 01 – GENERAL REQUIREMENTS

DOCUMENT 011000 – GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section Includes a summary of the Work of the Contract, including a description of the scope of the Work and general requirements governing the execution of the Work.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of all labor, materials, equipment, and incidentals necessary for the supply and installation of landscaping in the Village of Tannersville Gooseberry Creek Revitalization Strategy: Implementation Phase III, Rip Van Winkle Lake Park, 33 Upper Lake Road, Tannersville, NY, 12485 as shown in the drawings and described in the Specifications.
- B. Landscape Architect and Engineer Identification: The Contract Documents were prepared for the Project by Studio A Landscape Architecture + Engineering, DPC who shall act as Owner's Representative during the Project.
- C. Owner Identification: The Owner is the Village of Tannersville, Green County, NY

1.3 CONTRACTS

- A. The Work of this Project will be one (1) Contract
 - 1. Contract For Landscaping.

1.4 WORK NOT INCLUDED

- A. The following items are not included in the Work covered by the Contract:
 - 1. Site work including grading and excavation.
 - 2. Installation of concrete sono tube footings and a concrete floor in the pavilion.
 - 3. Installation of stone dust surfaced walks, finish site work and landscaping.

1.5 WORK SCHEDULE

- A. Project Schedule: It is the intent of the Owner to award the Contracts for the Work on or about two weeks after receipt of bids. Immediately upon receipt of Notice of Award of Contract from Owner. Work may be performed at the site only upon receipt of written authorization (Notice to Proceed) from Owner and after the approval of the required insurance forms. All work to be fully completed by July 1, 2025.

1.6 PAYMENT PROCEDURES

- A. Comply with requirements of the Village of Tannersville for payment preparation and submittal.

1.7 USE OF SITE

- A. Limits: Confine constructions operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work Is indicated.
- B. Driveways and Entrances: Keep driveways and entrances serving premises adjacent to the area of work clear and available to adjacent landowners, the public, and emergency vehicles at all times.
- C. Comply with Village ordinances at all times.
- D. Damages: Promptly repair damages caused to existing improvements or adjacent facilities by work of the Contract to a good-as-new condition acceptable to the Owner.

1.8 OCCUPANCY REQUIREMENTS

- A. Comply with Owner's standards for construction projects as follows:
 - 1. Interaction with employees and the public is strictly forbidden.
 - 2. Use of offensive or inappropriate language is strictly forbidden.
 - 3. The use of radios, tape and CD players Is prohibited on the site.
 - 4. Smoking and consumption of alcoholic beverages is prohibited on the site.

1.9 SUBMITTALS

- A. Submittals include samples, shop drawings, and product data. Shop drawings and product data shall be submitted as electronic pdf files, samples shall be submitted in physical samples.

- B. Landscape Architect - Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Landscape Architect - Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows
1. Contractor may proceed with fabrication on "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED" on shop drawings provided that the Contractor adheres to the corrections noted.
 2. Contractor may not proceed with fabrication on shop drawings noted "REVISE AND RESUBMIT" or "REJECTED" until "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED" stamp is received on resubmitted drawing.
- C. Number of Copies Required: Submit one copy of electronic submittals and three sets of samples. Landscape Architect - Engineer will return annotated electronic file. Landscape Architect - Engineer will keep one set of samples and return one set to Contractor and one set to Owner's Rep. Maintain one copy or set of each approved submittal on site. Submit package of all approved submittals at project close-out.
- D. Shop Drawings: Prepare Project-specific Information, drawn accurately to scale. Do not base Shop Drawings on reproductions of standard printed data. Standard Information prepared without specific reference to the Project is not considered a Shop Drawing.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF DOCUMENT 011000

SECTION 329300 – LANDSCAPING

PART 1- GENERAL

1.1 SUMMARY AND RELATED REQUIREMENTS

- A. Drawings and general provision of Contract, apply to work of this section.
- B. Refer to other section of the specification, drawings, and details to determine type and extent of work there if affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include labor and material required to complete this section whether or not it is clearly or explicitly shown.
- C. This section includes but is not limited to the following:
 - 1. Trees
 - 2. Shrubs
 - 3. Ground Clover
 - 4. Soil Amendments
 - 5. Initial maintenance of landscape materials

1.2 QUALITY ASSURANCE

- A. Landscape work to be performed by a single firm specializing in landscape work.

1.3 SOURCE QUALITY ASSURANCE

- A. General
 - 1. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
 - 2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Landscape Architect, together with proposal for use of equivalent material.
- B. Analysis and Standards

1. Package standard products with manufacturer's certified analysis, For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

C. Trees, Shrubs, and Plants

1. Provide trees, shrubs, and plants of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z 60.1 "American Standard for Nursery Stock" Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sunscalds, injuries, abrasions, or disfigurement.
2. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.

D. Inspection

1. Landscape Architect may inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material in their option at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 SUBMITTALS

A. Plant and Material Certifications

1. Certificates of Inspection as required by governmental authorities.
2. Manufacturers or vender's certified analysis for soil amendments and fertilizer materials.
3. Label data substantiating that plants, trees, shrubs, and planting materials comply with specified requirements.

1.5 MAINTENANCE INSTRUCTIONS

- A. Typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for one full year. Submit prior to expiration of required maintenance period(s).

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials

1. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials with deterioration during delivery, and while stored at site.

B. Trees and Shrubs

1. Provide freshly dug trees and shrubs. Do not prune to delivery unless otherwise approve Landscape Architect. Do not bent or bind-tie trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop balled and bur lapped stock during delivery.
2. Deliver trees and shrubs after preparations for planting have been completed and plant immediate planting is delayed more than 6 hours after delivery, sett trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap, or other acceptable means of retaining moisture.
3. Do not remove container-grown stock from containers until planting time.

1.7 JOB CONDITIONS

A. Utilities

1. Determine location of underground utilities and perform work in a manner, which will avoid possible damage. Hand excavates, as required. Maintain grade states set by others until removal is mutually agreed upon by parties concerned. There are numerous yard drains in courtyards. Adjust plantings to accommodate yard drains as necessary.

B. Excavation

1. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

1.8 SEQUENCE AND SCHEDULING

A. Planting Time

1. Proceed with, and complete landscape work as rapidly as portions of site become available, work within seasonal limitations for each kind of landscape work required.
 - a. Plant or install materials during normal planting seasons for each type of plant material required.

- b. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.

B. Special Project Warranty

1. Warranty trees and shrubs, for a period of two years after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Installer's control.
2. Another warranty inspection will be conducted at end of extended warranty period, if any, to determine acceptance or rejection. Only one replacement (per tree, shrub, or plant) will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 – PRODUCTS

2.1 SOIL AMENDMENTS

A. Peat Humus

1. Finely divided peat, so completely decomposed and free of hard lumps and with pH range suitable for intended use. Bonemeal: Commercial, raw, finely ground, 4% nitrogen and 20% phosphoric acid.

B. Superphosphate

1. Soluble mixture of treated minerals, 20% available phosphoric acid.

C. Perlite

1. Conforming to National Bureau of Standards PS 23

D. Vermiculite

1. Horticultural grade, free of toxic substances.

E. Sawdust

1. Rotted sawdust, free of chips, stones, sticks, soil or toxic substances and with 7.5 lb. nitrogen uniformly mixed into each cubic yard of sawdust.

F. Manure

1. Well-rotted, unleached stable or cattle manure containing not more than 25% by volume of straw, sawdust or other bedding materials and containing no chemicals or ingredients harmful to plants.

G. Mulch

1. Organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs or plants and consisting of the following: Shredded Cedar. Color-Dark brown to black. Submit sample to Landscape Architect for approval prior to use in work.

H. Commercial Fertilizer

1. Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:
 - a. For trees and shrubs, provide fertilizer with not less than 5% total nitrogen, 10% available phosphoric acid and 5% soluble potash.

2.2 MISCELLANEOUS MATERIALS

A. Weed Barrier

1. Non-woven geotextile fabric of polypropylene or polyester fibers or a combination thereof. Amoco 'Propex' Stabilization Fabric 4545 or equivalent.

2.3 PLANT MATERIALS

A. Quality

1. Provide trees, shrubs, and other plant of size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI 260.1 "American Standard for Nursery Stock"

B. Deciduous Trees

1. Provide trees of height and caliper scheduled or shown and with branching configuration recommended by ANSI 260.1 for type and species required. Provide single stem trees excepts where special forms are shown or listed.
2. Provide balled and bur lapped (B&B) deciduous shrubs. Container grown deciduous shrubs will be acceptable in lieu of balled and burlaped deciduous shrubs subject to specified limitations for container grown stock and as specified on the drawings.

C. Coniferous and Broadleaf Evergreens

1. Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad up right, and columnar. Provide normal quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown.
2. Provide balled and bur lapped (B&B) evergreens.
3. Container grown evergreens will be acceptable subject to specified limitations for container grown stock or as specified on the drawings.

D. Anti-Erosion Mulch

1. Provide clean, seed-free salt hay or threshed straw of wheat, rye oats, or barley, or "Silva-Fibre" or "Con 'Web" or equal.

E. Anti-Desiccant

1. Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.

F. Filtration/Separation Fabric

1. Water permeable filtration fabric of fiberglass or polypropylene fabric.

G. Wrapping

1. Tree-wrap tape not less than 4" wide, designed to prevent bore damaged and winter freezing.

H. Stakes and Guys

1. Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knotholes and other defects. Provide wire ties and guys to 2-strand, twisted, pliable galvanized iron wire not lighter than 12 Ga. With zinc-coated turnbuckles. Provide not less than 1/2" diameter rubber or plastic hose, cut required lengths and of uniform color, material, and size to protect tree trunk from damage by wires.

PART 3 – EXECUTION

3.1 PREPARATION

A. General

1. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.

B. Preparation of Planting Soil

1. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
2. Mix specified soil amendments and fertilizers with topsoil at rated specified. Detail mixing of fertilizer if planting will not follow placing of planting soil within a few days.
 - a. "Schedule of Planting Soil Mixture Requirements" is attached at end of this section.
3. For pit and trench type backfill, mix planting soil prior to backfilling, and stockpile at site.
4. For planting beds, mix planting soil either prior to planting to apply on surface of topsoil and mix thoroughly before planting.
 - a. Mix lime with dry soil prior to mixing of fertilizer
 - b. Prevent lime from contacting roots of acid-loving plants.
 - c. Apply phosphoric acid fertilizer (other than that constituting a portion of complete fertilizers) directly to sub-grade before applying planting soil and tilling.

C. Preparation of Plant Beds

1. Loosen sub-grade of planting bed areas to a minimum depth of 6" using a cult mulcher or similar equipment. Remove stones measuring over 1 ½" in any dimension. Remove sticks, stones, rubbish, and other extraneous matter.
2. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Leave adequate room depth for mulch topdressing. Place approximately ½ of total amount of

planting soil required. Work into top of loosened sub-grade to create a transition layer, and then place remainder of the planting soil.

3. Dig beds as shown on detail, deep and mix with specified soil amendments and fertilizers.
4. Remove existing soil and replace with prepared planting soil mixture.
5. After Tree or shrub installation, and before spreading mulch, spread weed barrier over entire area and secure with pins. Lap barrier 12" at joints, cover barrier completely with mulch.

3.2 EXCAVATION FOR TREES AND SHRUBS

- A. Excavate pits, beds, and trenches with vertical sides and at least 12" wider than root spread and deep enough to allow for setting of roots on a layer of compacted backfill as detailed with top of ball, or soil level in container set at same grade level as in nursery.
 1. For balled and bur lapped (B&B trees and shrubs), make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowances for setting of ball on a layer of compacted backfill.
 2. Allow for 3" thick setting layer of planting soil mixtures.
 3. For container grown stock, excavate as specified for balled and bur lapped stock, adjusted to size of container width and depth.
- B. Dispose of subsoils removed from planting excavations. Do not mix planting soil or use backfill.
- C. Fill excavations for trees and shrubs with water and allow water to percolate out before planting.

3.3 PLANTING TREES AND SHRUBS

- A. Set balled and bur lapped (B&B) stock on layer of compacted planting soil mixture, plumb in center of pit or trench with top of ball or surface of container soil at the same elevation as adjacent finished landscape grades, minus three inches to allow for mulch top dressing. Remove burlap from sides of balls; retain on bottoms.
- B. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3-full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.

- C. Mulch pits, trenches, and planted areas. Install weed barrier over entire area and secure with pins. Provide not less than following thickness of mulch, and work into top of backfill and finish as shown on detail.
 - 1. Provide 3" thickness of mulch to equal finish grades shown on the drawings.
- D. Apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs, and foliage.
 - 1. If deciduous trees or shrubs are in full-leaf, spray with anti-desiccant at nursery before moving and again 2 weeks after planting.
- E. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
- F. Remove and replace excessively pruned or mis formed stock resulting from improper pruning.
- G. Wrap tree trunks of 2" caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping.
- H. Guy and stake trees immediately after planting, as indicated.

3.4 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain trees, shrubs, and other plants until final acceptance but in no case less than following period.
 - 1. 24 months after substantial completion of planting.
- C. Maintain trees, shrubs and other plants by pruning, cultivation and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stakes and guy support and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

3.5 CLEANUP AND PROTECTION

- A. During landscape work, keep pavement clean and work area in an orderly condition
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during

installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

3.6 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Landscape Architect will, upon request, make an inspection to determine acceptability.
 - 1. Landscape work may be inspected for acceptance in portions as agreeable to Landscape Architect, provide each portion of work offered for inspection is complete, including maintenance.
- B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly for project site.

3.7 SCHEDULE OF PLANTING SOIL MIXTURE REQUIREMENTS

- A. For planting beds, provide not less than the following quantities of specified materials
 - 1. One (1) part of loose peat humus and one (1) part manure to four (4) parts topsoil by volume.
 - 2. 20 lbs. of commercial fertilizer per 1,000 sq. ft. or manufacturer's recommended rate.
- B. For backfill for trees and shrubs, provide specified materials not less than the following quantities.
 - 1. One (1) part of loose peat humus and one (1) part manure to four (4) parts topsoil by volume.
 - 2. 1.8 oz. Of commercial fertilizer per cu. Ft. of backfill (3lbs./cu. Yd.)

END OF SECTION 329300

DOCUMENT 000115 - DRAWINGS

END OF DOCUMENT 000115