



Request for bids for forest management work at CCE Orange County Education Center & 4-H Park

BID POSTING: 10/20/2025

BID DUE DATE: 11/15/2025

LAND OWNER: Cornell Cooperative Extension Orange County

OWNER'S CONTACT: JK2642@cornell.edu

1. Project description

Cornell Cooperative Extension Orange County is requesting sealed bids for the harvest of marked timber, partial stumping, and grinding of slash on an approximately 3 acre patch of land in Otisville, Orange County, NY. The owner reserves the right to reject any and all bids.

2. Property description

- **Property Name:** Education Center and 4-H Park
- **Location:** 300 Finchville Turnpike, Otisville, NY
- **Boundary Lines:** The harvest area boundary is marked by the extent of the coniferous trees to the south and east of the restroom building. Bidders must meet with CCE Orange staff to see boundaries prior to bidding.
- **Topography:** Gentle to moderate slopes with good machine access
- **Access:** Access to the property is available via Finchville Turnpike, and a gravel road goes all the way to the patch.

3. Scope of work

The successful bidder will cut, and remove all timber within the designated harvest area, adhering to all terms of the final contract. Timber will be marked as millable, which will be stacked at a log landing. Non-millable marked trees will be removed and ground. All stumps will be removed in the market stumping area.

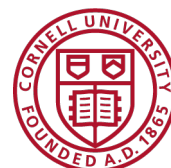
- **Harvesting:** The timber designated for harvest is marked with orange paint. Trees that are to be felled and ground into chips will be marked with blue paint. All stumps in the stumping area will be ground, and the ground left graded.
- **Harvest System:** Bids must describe harvest system.
- **Cleanup:** The successful bidder is responsible for leaving the harvest area and access roads clean and free of debris and grinding all slash produced in the operation.
- **Understory cleanup:** The area will be utilized by the public, so all down and dead trees must be collected and ground.
- **Timing:** All work must be performed between November 1st, 2025 and March 31st, 2026.

4. Contractor requirements

- **Attend site walk on Wednesday October 29th 10:00 AM** – Tour of the job site at 300 Finchville Turnpike, Otisville NY. Please contact Erik Schellenberg (contact information below) to sign up for the site walk for potential bidders.
- **Proof of Insurance:** Bidders must provide proof of liability and workers' compensation per the limits, terms, and conditions of the attached construction agreement under which the work will be operating.
- **OSHA Compliance:** All work must comply with applicable Occupational Safety and Health Administration (OSHA) regulations.

Helping You Put Knowledge to Work

Cornell Cooperative Extension Orange County provides equal employment and program opportunities.



- **State and Local Regulations:** Bidders must comply with all state and local logging regulations, including obtaining all necessary permits.
- **References:** Bidders are required to provide three (3) references related to similar projects. A reference form is attached and must be completed and submitted with the bid package.

5. Bidding instructions

- **Format:** Bids must be submitted as a single lump-sum price for the entire operation.
- **Submission:** Bids must be sealed and submitted on company letterhead. Clearly label the envelope with "SEALED TIMBER BID".
- **Bid announcement:** Bids will be accepted after the walk-through on October 29th.
- **Bid opening:** Bids will be opened after bid closing on December 7th.
- **Unsuccessful Bidders:** Unsuccessful bidders will be notified following the bid award decision.

6. Contact information

For additional information, questions, or to schedule a property walk-through, please contact:

- **Name:** Erik Schellenberg
- **Phone:** 914-610-0788
- **Email:** jk2642@cornell.edu

7. Bid form

(To be filled out and submitted by the bidder)

To: [Landowner's Name]

From: [Bidder's Company Name]

Date: [Date]

Bidder Information:

- Company Name:
- Address:
- Telephone:
- Email:
- Authorized Signature:
- Printed Name and Title:

Harvest system

- Describe the harvesting plan & process

Itemized bid

- List machinery needed
- Approximate hours

Include insurance, logger certificates, and other supporting documentation

Mail to:

Cornell Cooperative Extension Orange County

18 Seward Avenue

Middletown, NY 10940

Cornell Cooperative Extension Trade Contractor/Construction Agreement (SHORT FORM)

Cornell Cooperative Extension of Orange County ("CCE") with offices located at: 18 Seward Avenue, Middletown, NY 10940; would like _____ ("**Contractor**"), with offices located at: _____; to perform certain construction services for the identified Project in accordance with the scope of work as set for the below ("Work").

WITNESSETH:

WHEREAS, CCE contemplates that it will enter into a construction contract with Contractor for the performance of certain construction services with respect to certain projects (each 'Project');

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the Parties contract, covenant and agree as follows:

PROJECT: The harvest of marked timber, partial stumping, and grinding of slash on an approximately 3 acre patch of land.

Scope of Work ("Work"): (You may attach bid, proposal, purchase order or other project related paperwork to this agreement to be incorporated by reference here; however the terms and conditions herein supersede similar terms or conditions in the attachments.)

The following Work is required to be performed pursuant to this Agreement:

The successful bidder will cut, and remove all timber within the designated harvest area, adhering to all terms of the final contract. Timber will be marked as millable, which will be stacked at a log landing. Non-millable marked trees will be removed and ground. All stumps will be removed in the market stumping area.

IN WITNESS WHEREOF the Parties, by their duly authorized representatives, have hereunto executed this Contract, on this _____ day of _____, 20____;

Cornell Cooperative Extension of Orange County

By: _____

Name: Lucy Joyce

Title: Executive Director

Witness: _____

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

Witness: _____

1. **Indemnification and Contractor's Liability**

Additional Parties (AP): _____

Contractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Contractor until final acceptance of the entirety of the Work by CCE. In the event of any loss, damage or destruction thereof from any cause, Contractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Contractor's cost, subject only to the extent that any net proceeds are payable under any builder's risk property insurance that may be maintained by CCE or Contractor, if any.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless CCE, AP and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Contractor's Work under the Agreement, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Contractor, its Subcontractors or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by the Contractor's employee, his/her spouse, legal or domestic partner under applicable state law and/or dependents of the Contractor's employee. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of CCE contained in this contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefits acts or other employee benefits acts and includes any loss or injury suffered by an employee of the Contractor, Contractor's Subcontractor or any others who claim to have directly or derivatively sustained injury or damages due to the injury sustained by the Contractor's employee. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the contract.

2. **Contractor's Insurance**

Prior to commencing the Work, Contractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the agreement, insurance coverage required by the Contract Documents and this contract. At a minimum, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to CCE as set forth below. This insurance will provide a defense and indemnify CCE, but only to the extent attributable to the negligence of the Contractor, its Sub-Contractors or any entity for which it is legally responsible or vicariously liable.

Proof of this insurance shall be provided to and approved by CCE and its representative P. W. Wood & Son, Inc. **before** the Work commences via **ACORD 25 Certificate of Insurance form with the ACORD 855 NY attached**, as set forth below. To the extent that the Contractor subcontracts with any other entity or individual to perform all or part of the Contractor's Work, the Contractor shall require the other Sub-Contractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by CCE of Contractor's insurance obligations set forth herein. The Certificate(s) shall provide for Fifteen (15) days' advance notice to CCE of the cancellation or any change in coverage.

In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to CCE, Contractor or Sub-Contractor will, upon demand by CCE, defend and indemnify CCE at the Contractor's or Sub- Contractor's expense.

- A) The insurance required herein shall be written for not less than the following minimum amounts or greater if required by law, except that if Contractor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein:

Workers' Compensation & Employers' Liability and New York State Disability Benefits Coverage – Statutory coverage complying with the law of New York State with Employers' Liability limits of not less than \$100,000 Each Accident and \$100,000 Each Employee for Disease and \$500,000 Policy Limit for Disease, or the minimum level required by the Contractor's Excess Umbrella Liability insurance company, whichever is greater.

Comprehensive Automobile Liability:

(Bodily, Injury and Property damage insurance covering all automobiles, trucks, tractors, trailers, motorcycles or other automotive equipment whether owned or rented by the Contractor (including, but not limited to, all Owned Autos, Hired Autos and Non-Owned Autos):

- a) Liability Limit: each accident \$1,000,000

Comprehensive General Liability (CGL):

(Written on an occurrence basis with coverage issued to and covering the liability of the Contractor and each Sub-contractor for all the work and operations relating thereto and all obligations assumed by Contractor, under this Contract, in an amount which shall not be less than the following limits):

- a) Bodily Injury and Property Damage
General Aggregate \$2,000,000
- b) Products and Completed
Operations Aggregate \$2,000,000
- c) Each Occurrence \$1,000,000
- d) Personal and Advertising Injury \$1,000,000

Coverage to Include:

- 1) Premises Operations – issued to and including coverage for Bodily injury and property damage due to losses caused by explosion, collapse and underground.
 - 2) Products & Completed Operations – issued to and including coverage for claims that may arise after the work has been completed and he has vacated the premises.
 - 3) Contractual Liability – issued to and covering liability for damages imposed under this Contract upon each sub-contractor directly or indirectly affecting operations under this Contract or used for services thereof.
- e) General Aggregate shall apply separately to each project and location, per form CG 2503 (3/97) or similar form.
- f) CGL coverage shall be written on ISO Occurrence form CG00 01 or a substitute form providing equivalent coverage (including the tort liability of another assumed in a business contract).
- g) CCE, AP and all other parties as shall be required by CCE, shall be included as an additional insured on ISO Additional Insured Endorsements CG 20 10 and CG 20 37 or an equivalent coverage to the additional insured. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured. Attach copy of the additional insured endorsement to the Certificate of Insurance. In addition, the Contractor's Insurer agrees to waive any rights of subrogation against either CCE or Architect or their Insurance Company.
- h) There shall be no endorsement or modification of Contractor's CGL policy arising from pollution, explosion, collapse, underground property damage of work performed by Contractor.
- i) There shall be no endorsement or modification of Contractor's CGL policy reducing or eliminating coverage from New York Labor Laws; including Sections 200, 240 or 241.

Excess Liability and/or Umbrella Liability:

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(Contractor shall be required to provide Bodily Injury and Property Damage Insurance limits in excess of those limits shown herein, the Umbrella/Excess Policy shall be at least as broad in coverage as the primary general liability and auto liability policies; including, as needed, endorsement or modification as to be Primary and Non-Contributory to any coverage carried by Owner. The additional limits shall be no less than:

- a) Each Occurrence \$1,000,000
- b) Aggregate: \$1,000,000
- c) Retained Limit: \$10,000

Coverage as outlined above and in the Excess Liability or Umbrella Liability policy or coverage section shall also be written or endorsed so as to apply to the following as **ADDITIONAL INSURED**:

**Name: "Cornell Cooperative Extension of
Orange County, its officers, directors, employees and agents are hereby
named as Additional Insured." As well as any party identified as AP in clause 1.**

- B)** The Contractor acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects Contractor to liability for damages and all other legal remedies available to CCE and/or Architect. Contractor further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of the Contractor's other responsibilities and liabilities specified within this Agreement or by law. Contractor authorizes CCE and/or Architect to withhold payments without interest, late fee or any other penalty accruing, until the latter has received current and acceptable certificates of insurance and endorsements evidencing insurance as required herein.
- C)** Contractor shall fully cooperate at all times with any effort by CCE or Architect to audit compliance with these insurance requirements, including but not limited to the Contractor authorizing CCE and/or Architect and/or P W Wood & Son, Inc., in writing to obtain certified copies of the insurance policies procured or maintained by the Contractor in relation to this Agreement.
- D)** The insurance companies providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide, and shall have a Best's Financial Size Category of not less than VIII, unless otherwise agreed to by CCE.

The Contractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment from CCE, whichever is later.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by CCE shall be deemed excess, non- contributory and not co-primary in relation to the coverage(s) procured by the Contractor, or any of their respective consultants, officers, agents, Sub-Contractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella Liability and Workers Compensation policies in favor of CCE, and this clause shall apply to CCE and it's officers, agents and employees, with respect to all Projects during the policy term

3. Governing Law & Severability

- This Contract shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.
- In the event that any one or more of the provisions of this Contract or any application thereof shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired. However, that to the extent permitted by applicable law, any invalid, illegal or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Contract.

4. Safety & Clean-up

CCE makes no representation with respect to the physical conditions or safety of any Project Site. The Contractor or Sub-Contractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Contractor or Sub- Contractor, and Contractor or Sub-Contractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by CCE during the progress of the Work. Contractor or the Sub-Contractor shall clean up the areas used by it or it's Work on a daily basis in a manner that will not impede either the progress of the Project or of other trades.

Education Center & 4-H Park
300 Finchville Tpke
Otisville, NY 10963

REFERENCE FORM

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The Owner reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

BIDDER'S NAME: _____

DATE FILED: _____

OFFICER'S NAME: _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON _____

REFERENCE'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON _____

SECTION 00301-1 STATEMENT OF NON-COLLUSION

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 bidder, with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (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;
- (4) The person signing this bid certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (5) That attached hereto (if corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid on behalf of the corporate bidder.

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

(Signature)

(Name/Title)

DATED: _____