

**SOMERSET BARKER**

**SEWER DISTRICT**

**BID DOCUMENTS**

**HAY MOWING & REMOVAL**

**2022**

**SOMERSET BARKER SEWER DISTRICT**

**NOTICE TO BIDDERS**

PLEASE TAKE NOTICE that the Somerset Barker Sewer District, Niagara County, New York will receive sealed bids at the Town of Somerset Town Clerk's Office, 8700 Haight Road, Barker, NY 14012, until \_\_\_\_\_, 2023 at \_\_\_\_\_ p.m. prevailing time, for the leasing of fifteen (15) acres of land south and east of the Somerset Barker Sewer Plant located at 8500 Lower Lake Road for hay mowing and removal of said hay. Specifications are available at the Office of the Town Clerk, 8700 Haight Road, Barker, New York during regular business hours.

The Town reserves the right to waive all informalities or to reject any or all bids.

Each proposal must be accompanied by a non-collusive bidding certificate. Each proposal must be enclosed in a sealed envelope addressed to the Town of Somerset with the name of the bidder thereon and notation - "Hay Mowing Bid".

Dated: December 15, 2022

TRACY L. CARMER, RMC

Town Clerk

Town of Somerset

**SOMERSET BARKER SEWER DISTRICT  
INFORMATION FOR BIDDERS  
FOR  
HAY MOWING & REMOVAL**

1. PROPOSALS RECEIVED

The Somerset Barker Sewer District (hereinafter called the District or the Owner) will receive bids for the leasing of fifteen (15) acres of land located south and east of the Somerset Barker Sewer Plant located at 8500 Lower Lake Road for hay mowing and removal of said hay at the time and place and under the conditions stated in the Notice to Bidders. Conditions set forth in the "Information to Bidders" shall constitute part of the specifications and the lease agreement.

2. PROPOSALS

Proposals must be made upon the forms contained herein. The proposals as submitted shall not be separated from the volume containing the other contract documents which are bound with it. The blank spaces in the proposal must be filled in correctly where indicated for each and every item of the contract being bid, and the bidder must state, in numerals, written or printed in ink, the price(s) for which he proposes for each item contemplated. Ditto marks are not considered writing or printing and shall not be used. The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership or by a corporation, the proposal must be signed by an official of the firm, partnership or corporation.\* The following original signatures are required to be affixed to the bid documents:

<u>Item</u>	<u>Signature Received</u>
Proposal	Contractor
Non-collusion bidding certificate	Contractor

\*Execution constitutes certification that the individual signing is duly authorized to bind the entity on behalf of which he executes the bid.

3. IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, bids containing escalation clauses, other than are provided for in the proposal form, or irregularities of any kind.

4. COMPETENCY OF BIDDERS

Each bidder shall be experienced in the labor and/or supply of the equipment to be used on said premises.

5. EXECUTION OF LEASE AGREEMENT

The Lease Agreement will be completed and executed by the bidder within 15 days of award of the bid by the District (Town) and shall be executed by the District (Town), and the same shall constitute the contract and no further contract execution will be required.

6. INTERPRETATIONS

If any person contemplating submitting bids for the leasing of fifteen (15) acres of land located south and east of the Somerset Barker Sewer Plant located at 8500 Lower Lake Road for hay mowing and removal of said hay, is in doubt as to the true meaning of any part of this proposed bid and/or contract document, he may submit to the Town Water Superintendent at PO BOX 368, Barker, NY 14012, a written request for an interpretation thereof. Any interpretation of such documents will be made only by addenda duly issued, and a copy of each addendum will be mailed or delivered to each person receiving a set of documents. The owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the owner, before expiration of the time set for the receipt of bids.

7. RIGHT TO REJECT

The owner reserves the right to accept the highest bid conforming to the specifications, and further reserves the right to reject any and all proposals, or to accept any proposal deemed to be for the best interest of the owner.

8. WITHDRAWAL OF BIDS PRIOR TO BID OPENING

If a bidder wishes to withdraw his bid, he may do so before the time fixed for the opening of bids by communicating his purpose in writing to the owner. Upon such notice, the bid will be returned to the bidder unopened.

9. WITHDRAWAL OF BIDS AFTER BID OPENING

If the owner fails to award a lease within (30) days from the actual date of opening of bids, the bidder may nullify or withdraw his bid by communicating his purpose in writing to the owner. Prior to expiration of the thirty (30) day time period and in absence of written notice of withdrawal thereafter, the bid shall be deemed to be in full force and effect. Written notice of acceptance from the owner shall be considered an award.

10. TIME OF COMPLETION

Execution of lease Agreement shall be made not more than 6 weeks after award of bid.

11. NON-COLLUSIVE BIDDING CERTIFICATION

Each proposal shall contain a properly executed "Non-Collusive Bidding Certification" as required by Section 103-d of the General Municipal Law. The necessary form is provided herein for each proposal.

TOWN OF SOMERSET  
TRACY L. CARMER, RMC  
Town Clerk

**SOMERSET BARKER SEWER DISTRICT  
SPECIFICATIONS**

**HAY MOWING & REMOVAL**

The Somerset Barker Sewer District is accepting bids for the leasing of fifteen (15) acres of land located south and east of the Somerset Barker Sewer Plant located at 8500 Lower Lake Road, together with ingress and egress for the purposes of hay mowing and removal of said hay.

A sketch map is attached hereto for reference.

Term of the lease shall be for a period of four (4) years (January 1, 2023 through December 31, 2026), with an option that either party may terminate the lease with one (1) year prior written notice to the other, effective December 31st of that succeeding year or terminated otherwise pursuant to the conditions of the agreement.

Rents will be prorated.

Rents shall be payable on or before the 1<sup>st</sup> of July annually.

The premises leased shall be used solely for agricultural purposes and the tenant shall apply generally accepted agricultural purposes in all aspects and shall be for the purposes of hay mowing and removal of said hay only.

Hay shall be cut twice per calendar year between the months of July and September each year. Hay shall be baled and removed from the premises within two weeks of cutting.

The lessee shall provide general liability insurance in the amount of One Million (\$1,000,000.00) Dollars naming the Somerset Barker Sewer District and the Town of Somerset as additional insured through the term of the lease.

The Bid Price shall be provided based upon the yearly (January 1<sup>st</sup> - December 31<sup>st</sup>) amount. The minimum bid price shall be five-hundred (\$500.00) dollars per year.

If the Lessee fails to comply with any term or provision in the lease, the Landlord may impose a monetary penalty upon the Lessee in the amount of \$500.00 in addition to immediately

cancelling the lease upon thirty (30) day written notice to the Lessee. Said thirty (30) day notice shall state the grounds for the cancellation. Landlord reserves the right to use any legal remedy to enforce the provisions of the lease.

In the event any dispute should arise between the parties hereto which cannot be resolved by them, arising by reason of the provisions of the Agreement, or by reason of any circumstance not covered by the Agreement, either party hereto may submit the same to the Supreme Court of the State of New York for a determination thereof. Venue shall be Niagara County.

Any questions may be directed to the Water Superintendent, at (716) 795-9919.

**SOMERSET BARKER SEWER DISTRICT  
LEASE AGREEMENT  
FOR  
HAY MOWING & REMOVAL**

(Note: 1. The subheadings are for convenience of reference only and do not form a part of the lease document.)

THIS LEASE AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the Somerset Barker Sewer District, 8500 Lower Lake Road, Barker, NY 14012, hereinafter called the Landlord, party of the first part, and \_\_\_\_\_, with an address of \_\_\_\_\_, hereinafter called the Lessee, party of the second part:

WITNESSETH: That the parties agree as follows:

I. TERM: Shall be for a period of four (4) years (January 1, 2023 through December 31, 2026, with an option that either party may terminate the lease with one (1) year prior written notice to the other, effective December 31st of that succeeding year or terminated otherwise pursuant to the conditions of this lease agreement.

II. PREMISES RENTED: Fifteen (15) acres of land south and east of the Somerset Barker Sewer Plant located at 8500 Lower Lake Road, together with ingress and egress.



III. RENT: The yearly rent shall be \$ \_\_\_\_\_.

Lessee shall pay their yearly rent to the Landlord on or before July 1<sup>st</sup> of each year rented.

IV. AGREEMENT TO LEASE AND PAY RENT: Landlord leases the Premises to the Lessee for the Term. The Lessee agrees to pay the rent and other charges as required in this Lease Agreement. The Lessee agrees to do everything required in the Lease.

V. DEFAULT: If the Lessee fails to pay the rent, or any part of the Rent due, the Landlord may sue the Lessee for the rent, or re-enter the Premises, or use any legal remedy available.

VI. LAND USE: The premises leased shall be used solely for agricultural purposes and the tenant shall apply generally accepted agricultural purposes in all aspects and shall be for the purposes of hay mowing and removal of said hay only. Hay shall be cut twice per calendar year between the months of July and September each year. Hay shall be baled and removed from the premises within two weeks of cutting.

VII. INSURANCE: The lessee shall provide general liability insurance in the amount of One Million (\$1,000,000.00) Dollars naming the Somerset Barker Sewer District and the Town of Somerset as additional insured through the term of the lease.

VIII. END OF TERM: The Lessee agrees that at the end of the Term, Lessee will surrender the Premises in good condition as now, except for ordinary wear and damage from the elements.

IX. SUCCESSORS: The Lease is binding of all parties who lawfully succeed to the rights or take the place of either party.

X. CHANGES: This Lease Agreement can be changed only by agreement in writing and signed by the Parties of this Lease Agreement.

XI. NOT ASSIGNABLE: This Lease may not be assigned without Written Consent of the Landlord.

XII. QUIET ENJOYMENT: Landlord agrees that if the Lessee shall pay the rent and is not in default under the terms of this Lease, the Lessee may peacefully and quietly have, hold and enjoy the premises for the Term of the Lease.

XIII. ENFORCEMENT: If the Lessee fails to comply with any term or provision in this lease, the Landlord may impose a monetary penalty upon the Lessee in the amount of \$500.00 in addition to immediately cancelling this lease upon thirty (30) day written notice to the Lessee. Said thirty (30) day notice shall state the grounds for the cancellation. Landlord reserves the right to use any legal remedy to enforce the provisions of this lease.

EXECUTION OF LEASE AGREEMENT

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

SOMERSET BARKER SEWER DISTRICT

By: \_\_\_\_\_  
Jeffrey Dewart, Supervisor

By: \_\_\_\_\_  
\_\_\_\_\_, Lessee

STATE OF NEW YORK)

SS:

COUNTY OF NIAGARA)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared Jeffrey Dewart, Supervisor of the Town of Somerset, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)

SS:

COUNTY OF NIAGARA)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me,  
the undersigned, personally appeared

\_\_\_\_\_ personally known to  
me or proved to me on the basis of satisfactory evidence to be  
the individual whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his  
capacity, and that by his signature on the instrument, the  
entity, the individual or the person upon behalf of which the  
individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**SOMERSET BARKER SEWER DISTRICT  
FOR  
HAY MOWING & REMOVAL**

**DESCRIPTION**

Leasing of fifteen (15) acres of land south and east of the Somerset Barker Sewer Plant located at 8500 Lower Lake Road, together with ingress and egress for the purposes of hay mowing and removal of said hay.

**TOTAL AMOUNT OF BID - PER YEAR**

(The Bid Price shall be provided based upon the yearly (January 1<sup>st</sup> - December 31<sup>st</sup> amount)

\$ \_\_\_\_\_ (PER YEAR)

NAME \_\_\_\_\_

ENTITY \_\_\_\_\_  
(if applicable)

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**SOMERSET BARKER SEWER DISTRICT**

**NON-COLLUSIVE BIDDING CERTIFICATE  
(Required by Article 5A of the General Municipal Law)**

By submission of this bid or proposal, the bidder certifies that:

(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 competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that:

(a) He has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder, as well as to the person signing in its behalf; and

(b) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal on behalf of the corporate bidder.

\_\_\_\_\_  
(Name of individual, partnership or corporation)

By \_\_\_\_\_

State of New York )  
County of ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_, New York; that he/she/they is (are) the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

\_\_\_\_\_