Solitude Lake Management

BID FORM

DATE: April 7, 2016

PROJECT TITLE: **Cayuga Lake Watershed Hydrilla Project**

TO: Tompkins County Soil & Water Conservation District
170 Bostwick Road
Ithaca, NY 14850

In compliance with your "Advertisement for Bids" and the supplemental information attached thereto, the undersigned bidder agrees to supply all labor, materials and equipment to complete this Project in accordance with all materials provided in the Bid packet and any local, state or federal regulations and permits.

Utilize Link to USGS Gauge Station Data for Flow/Treatment Calculations:

http://waterdata.usgs.gov/ny/nwis/current/?type=flow

(Search for: Cayuga Inlet at Ithaca, NY; Fall Creek near Ithaca, NY; Six Mile Creek at Bethel Grove, NY (this gauge is closer to Ithaca); Six Mile Creek at Brooktondale, NY)

Phase 1 - Cayuga Inlet Sonar Treatment (Sonar Genesis Injection & Sonar H4C Pellets)

LOW FLOW:

Sonar Genesis Treatment

Herbicide Estimated Amount: 139 (Gallons)

Herbicide Estimated Cost/Gallon: $ 272.14

Personnel Costs: $ 7,540.00

Equipment/Travel Costs: $ 7,800.00

TOTAL Sonar Genesis Treatment Estimated Cost: $ 53,167.46

SONAR H4C Treatment

Herbicide Estimated Amount: 240 (Pounds)

Herbicide Estimated Cost/Pound: $ 17.47

Personnel Costs: $ 3,300.00

Equipment/Travel Costs: $ 5,880.00

TOTAL Sonar H4C Treatment Estimated Cost: $ 13,372.80

Injection unit mobilization/demobilization: $ 2,400.00

Injection unit operation Cost: $ 7,820.00

Total LOW FLOW Estimate: $ 76,760.26

Solitude Lake Management

MEDIAN FLOW:

Sonar Genesis Treatment

Herbicide Estimated Amount: 225 (Gallons)

Herbicide Estimated Cost/Gallon: $ 272.14

Personnel Costs: $ 7,540.00

Equipment/Travel Costs: $ 8,675.00

TOTAL Sonar Genesis Treatment Estimated Cost: $ 77,446.50

Sonar H4C Treatment

Herbicide Estimated Amount: 240 (Pounds)

Herbicide Estimated Cost/Pound: $ 17.47

Personnel Costs: $ 3,300.00

Equipment/Travel Costs: $ 5,880.00

H4C Treatment Total Estimated Cost: $ 13,372.80

Injection unit mobilization/demobilization: $ 2,400.00

Injection unit operation Cost: $ 7,820.00

Total MEDIAN FLOW Estimate: $ 101,039.30

HIGH FLOW:

Sonar Genesis Treatment

Herbicide Estimated Amount: 303 (Gallons)

Herbicide Estimated Cost/Gallon: $ 272.14

Personnel Costs: $ 8,090.00

Equipment/Travel Costs: $ 9,550.00

Sonar Genesis Treatment Total Estimated Cost: $ 100,098.42

Sonar H4C Treatment

Herbicide Estimated Amount: 240 (Pounds)

Herbicide Estimated Cost/Pound: $ 17.47

Personnel Costs: $ 3,300.00

Equipment/Travel Costs: $ 5,880.00

H4C Treatment Total Estimated Cost: $ 13,372.80

Injection unit mobilization/demobilization: $ 2,400.00

Injection unit operation Cost: $ 8,925.00

Total HIGH FLOW Estimate: $ 124,796.22

Phase 3 - Fall Creek Aquathol Treatment (Preliminary and Primary)

2ppm Application Rate: - LOW

Aquathol-K Treatment

Herbicide Estimated Amount: 283.5 (Gallons)

Herbicide Estimated Cost/Gallon: $ 73.40

Personnel Costs: $ 1820.00

Equipment/Travel Costs: $ 1283.00

TOTAL Aquathol-K Treatment Estimated Cost: $ 23,911.90

3ppm Application Rate:

Aquathol-K Treatment - MEDIAN

Herbicide Estimated Amount: 426.3 (Gallons)

Herbicide Estimated Cost/Gallon: $ 73.40

Personnel Costs: $ 1820.00

Equipment/Travel Costs: $ 1283.00

TOTAL Aquathol-K Treatment Estimated Cost: $ 34,393.42

4ppm Application Rate:

Aquathol-K Treatment - HIGH

Herbicide Estimated Amount: 569 (Gallons)

Herbicide Estimated Cost/Gallon: $ 73.40

Personnel Costs: $ 1,820.00

Equipment/Travel Costs: $ 1,283.00

TOTAL Aquathol-K Treatment Estimated Cost (~~Per Acre~~): $ 44,867.60

Phase 4- Fall Creek Sonar Treatment (Sonar H4C Pellets)

LOW FLOW:

SONAR H4C Treatment

Herbicide Estimated Amount: 120 (Pounds)

Herbicide Estimated Cost/Pound: $ 17.47

Personnel Costs: $ 5,300.00

Equipment/Travel Costs: $ 3,800.00

Total Sonar H4C LOW FLOW Estimate: $ 11,196.40

MEDIAN FLOW:

SONAR H4C Treatment

Solitude Lake Management

Herbicide Estimated Amount: 160 (Pounds)
Herbicide Estimated Cost/Pound: $ 17.47
Personnel Costs: $ 5,300.00
Equipment/Travel Costs: $ 3,800.00
Total Sonar H4C ~~LOW~~ Median (SAB: 4/8/16) FLOW Estimate: $ ~~17,196.40~~ 11,895.20

HIGH FLOW:
SONAR H4C Treatment
Herbicide Estimated Amount: 200 (Pounds)
Herbicide Estimated Cost/Pound: $ 17.47
Personnel Costs: $ 5,300.00
Equipment/Travel Costs: $ 3,800.00
Total Sonar H4C ~~LOW~~ HIGH (SAB: 4/8/16) FLOW Estimate: $ ~~17,196.40~~ 12,594.00

Phase 6- Water Quality Monitoring & Analysis (SePRO Sonar FasTEST)

Cost Estimate: $ 104.10 per sample

Total Cost: Phase 1, 3, 4, and 6 (assumes 120 fastests) → $12,492 SAB 4/8/16
LOW Estimate: $ 124,360.56
MEDIAN Estimate: $ 159,819.92
HIGH Estimate: $ 194,749.82

Aquathol-K SPOT-TREATMENT CONTINGENCIES

This is a contingency treatment protocol that will only be implemented at the discretion of TCSWCD and the Hydrilla Task Force if/when observed hydrilla growth necessitates

Phase 2 - Cayuga Inlet Aquathol Spot-Treatment Contingency*
(See Ref. A & B for Average Depth Info)
2ppm Application Rate:
Aquathol-K Spot Treatment
Herbicide Estimated Amount: 837 (Gallons) /100 acres
Herbicide Estimated Cost/Gallon: $ 73.40
Personnel Costs: $ 2,205.00
Equipment/Travel Costs: $ 2,475.00
TOTAL Aquathol-K Treatment Estimated Cost (**Per Acre**): $ 661.15/acre - 30-100 acres
855.00/acre - 10-29 acres
(10 acre minimum)

3ppm Application Rate:
Aquathol-K Spot Treatment

Herbicide Estimated Amount: 1223 (Gallons)/100 acres
Herbicide Estimated Cost/Gallon: $ 73.40
Personnel Costs: $ 2,940.00
Equipment/Travel Costs: $ 2,475.00
TOTAL Aquathol-K Treatment Estimated Cost (**Per Acre**): $ 951.83/acre - 30-100 acres
1139.50/acre - 10-29 acres
(10 acre minimum)

4ppm Application Rate:
Aquathol-K Spot Treatment
Herbicide Estimated Amount: 1675 (Gallons)/100 acres
Herbicide Estimated Cost/Gallon: $ 73.40
Personnel Costs: $ 3,920.00
Equipment/Travel Costs: $ 2,875.00 (10 acre min)
TOTAL Aquathol-K Treatment Estimated Cost (**Per Acre**): $ 1297.40/acre - 30-100 acres
1474.00/acre - 10-29 acres

Phase 5- Southern Cayuga Lake Aquathol Spot Treatment Contingency*
(See Ref. D for Average Depth Info)
2ppm Application Rate:
Aquathol-K Spot Treatment
Herbicide Estimated Amount: 1056 (Gallons)/237 acres
Herbicide Estimated Cost/Gallon: $ 73.40
Personnel Costs: $ 2,940.00
Equipment/Travel Costs: $ 2,075.00 (10 acre min)
TOTAL Aquathol-K Spot Treatment Estimated Cost (Per Acre): $ 348.20/acre - 50-237 ac
573.00/acre - 10-49 ac

3ppm Application Rate:
Aquathol-K Spot Treatment
Herbicide Estimated Amount: 1544 (Gallons)/237 acres
Herbicide Estimated Cost/Gallon: $ 73.40
Personnel Costs: $ 3,920.00
Equipment/Travel Costs: $ 2,675.00 (10 acre min)
TOTAL Aquathol-K Spot Treatment Estimated Cost (Per Acre): $ 506.00/acre - 50-237 ac
723.30/acre - 10-49 ac

4ppm Application Rate:
Aquathol-K Spot Treatment
Herbicide Estimated Amount: 2113 (Gallons)/237 acres
Herbicide Estimated Cost/Gallon: $ 73.40
Personnel Costs: $ 4,900.00
Equipment/Travel Costs: $ 3,525.00

Solitude Lake Management (10 acre min)

Cayuga Lake Watershed Hydrilla Project

689.90/acre - 50-237ac.

TOTAL Aquathol-K Spot Treatment Estimated Cost (Per Acre): $ 900.50/acre - 10-49 acr.

This is a contingency treatment protocol that will only be implemented at the discretion of TCSWCD and the Hydrilla Task Force if/when observed hydrilla growth necessitates

ADDENDA

Acknowledgement is made of the following Addenda:

_____

_____

_____

ATTACHMENTS TO THIS BID

- Certificate of No Collusion
- Certification of Equal Employment Opportunity
- References 1-9 & A – D

Contractor Signature:

Shawn J. Sullivan, Solitude Lake Management

Date:

4/7/16

Equal Employment Opportunity

During the performance of this contract, (the contractor) hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these nondiscrimination

clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:
Firm: Solitude Lake Management
By: [signature]
Date: 4/7/14
Title: Certified Lake Mgr./Business Dev.

CERTIFICATE OF NO COLLUSION

A.)
By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

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

Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

B.)
Any bid hereafter made to any public authority or to any official of any public authority created by the state or any political subdivision, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

The forgoing is affirmed as true under penalty of perjury.

Glenn P. Sullivan for Solitude Lake Mgmt.
Contractor's Name

Contractor's Signature

4/7/16
Date

Corporate Seal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Scottish American Risk Services
19563 E Mainstreet, Suite 200
Parker, CO 80138

CONTACT NAME: Jim Tripolone
PHONE (A/C, No, Ext): 303-748-8869 FAX (A/C, No):
E-MAIL ADDRESS: JimT@scotamerican.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	
INSURER B: Insurance Company of the State of Pennsylvania	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Solitude Lake Management LLC
580 Rockport Road
Hackettstown NJ 07840

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	PHPK1154867	04/01/2015	04/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ $ $ 1000000 $ 3000000 $ 3000000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS	Y	Y	PHPK1315100	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7823443	04/01/2015	04/01/2016	EACH OCCURRENCE AGGREGATE	$ 5000000 $ 5000000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC025-07-2395	04/01/2015	04/01/2016	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
A	Pollution Liability - Including Transit	Y	Y	PI-EVCN-119	04/01/2015	04/01/2016	Per Contamination $5,000,000 Total Policy Aggregate $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an additional insured on all policies with the exception of Workers Compensation. Coverage is Primary & Non-Contributory. Waiver of Subrogation endorsement is included.

CERTIFICATE HOLDER

Sample Certificate for Verification

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE