



**PURCHASING AUTHORITY
Town of New Milford, Connecticut
Tree Removal and Arboricultural Services**

Sealed bids will be received at the Office of the Director of Finance until the hour of 3:00 p.m., on Thursday, September 7, 2017. Bids must be enclosed in a sealed envelope, addressed to the Purchasing Authority, Town of New Milford, 10 Main Street, New Milford, CT 06776, and clearly marked: **Tree Removal**.

The Town of New Milford is soliciting bids for a pricing agreement for Tree Removal and Arboricultural Services for the fiscal year 2017/2018.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions. Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.

Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, September 7, 2017 at 3:00 p.m. Bids received after that time will be considered informal and rejected.

Forms on which bids must be submitted may be obtained at the Office of the Director of Finance or online at www.newmilford.org.

When applicable, State bids will be considered for this product/service.

David Gronbach, Mayor

An Equal Opportunity/Affirmative Action Employer
Small, Women and Minority Business Firms Are Encouraged To Submit Proposals

**Town of New Milford
Tree Removal and Arboriculture Services**

BID OVERVIEW

The bidder is advised that the Town of New Milford is requesting tree removal rates for various size tree categories, hourly emergency response rates for emergency tree removal services, stump grinding unit cost and arboricultural services (pruning, trimming and shaping) as outlined in these specifications. The price quoted for any/all category must include costs for all specified equipment, traffic control, labor, mobilization, overhead, insurance, bonds and profit to perform the work as outlined and in accordance with the requirements set forth in these contract documents.

The price quoted will be used for approximately one year, beginning on or about October 1, 2017 and ending September 30, 2018. The number of trees to be removed during the year is not specified and will be requested as funds and need arise. The Town does anticipate that the number of trees identified, exclusive of emergency situations, will be in the 30-40 per month range for the 12 month period. The Town reserves the right to renew this contract for an additional year upon mutual written agreement between the Town of New Milford and successful bidder.

TREE REMOVAL SERVICE

In the case of tree removal, the Contractor shall be responsible for the disposal of all tree materials. Disposal of all material shall be at a location approved by local health, wetlands, zoning and CT DEEP, as applicable. All wood shall be removed from the job site by the end of each workday and all debris generated by the contractors work shall be cleaned up at the end of each workday unless other provisions are made and approved by the Highway Superintendent.

The size of the tree is broken down into several ranges that may include small trees that can be accessed from the ground or large trees that would have to be accessed using a man-lift.

The removal of trees shall be made by written authorization from the Town of New Milford's Tree Warden or designee, in consultation with the Highway Superintendent or the Parks & Recreation Director.

MEASUREMENT OF TREES

1. All tree work shall be based upon the measurement of the tree's trunk. All measurements shall be in accordance with US Forest Service measurement guide or other complete measurement guide acceptable to the Town.
2. The tree size shall be measured by the Town and if disputed by the Contractor said Contractor shall be required to submit data and methodology supporting their claim to the Town. While the Town shall make a reasonable effort to consider any Contractor claim, the Town's decision regarding measurements shall be final.

TREE TRIMMING, PRUNING AND SHAPING

Only trees on Town property or within the Town right-of-way shall be trimmed or removed unless otherwise directed. No tree work of any kind shall be performed by the contractor without the specific direction of Tree Warden in consultation with the Highway Superintendent or Director of Parks & Recreation. The right-of-way shall be defined as the area between the curb and sidewalk or from the edge of the road to a stone wall. If no sidewalk or stone wall exists or if there is any doubt as to the limits of the town's right of way the contractor shall request instruction from the Town as to the right-of way limits. Trees shall be pruned by removing all dead, diseased, broken and crossing branches. Trimming shall be done by the "drop crotch" method. All cuts will be made to conform to standard arboricultural practices.

Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.

STUMP GRINDING

The per hour rate for the Stump Grinding units below must include costs for all specified equipment, labor, mobilization, and profit. The stump must be ground to minimum of 6 inches below the surrounding grade. The Town of New Milford may allow the wood chips to stay in place.

EMERGENCY HOURLY RATE WORK

During and after standard working hours, there may be emergency circumstances in which the Town requires a tree crew. Contractors that bid this item **MUST** be able to respond within a maximum 1 hour timeframe from the initial call from Public Works. The contractor will be paid a minimum of 2 hours. Due to the safety concerns this department reserves the right to award this to multiple bidders in order to satisfy the time restraints in responding to public emergencies and dangerous situations. The contractor must provide an appropriate contact number for 24 hour availability. Failure to respond to a call out for emergency work shall give the Town just cause to terminate this contract.

Emergency Tree Removal TYPE I-Description

Bucket truck with operator (minimum capacity 350 lb.) minimum height to bottom of bucket (minimum 55 ft.) one ground person, one flagging person, chain saws, ropes, slings, chipper, safety equipment (including traffic signs, cones, hard hats, safety glasses and ear protection) and all related equipment for tree removal. If additional equipment and/or manpower are requested by the contractor and approved in advance or determined to be required (by the Highway Superintendent or designee) it will be paid for at the contract hourly rate bids.

Emergency Tree Removal TYPE II-Description

Bucket truck with operator, (minimum capacity 350 lb.) minimum height to bottom of bucket (65 ft.), trailer mounted chipper (minimum 6" jaw), one ground person, one flagger, chain saws, ropes, slings, safety equipment (including traffic signs, cones, hard hats, safety glasses and ear

protection) and all related equipment for tree removal. If additional equipment and/or manpower are requested by the contractor and approved in advance or determined to be required (by the Highway Superintendent or designee) it will be paid for at the contract hourly rates bid.

EQUIPMENT REQUIREMENT

Contractor must provide equipment needed to remove trees including but not limited to chain saws, pole saws, man-lift, rakes and hand tools.

The price quoted for all categories must include costs for all equipment, traffic control, labor mobilization, overhead, insurance, bonds and profit to perform the work as outlined and in accordance with the requirements set forth in these contract documents.

CERTIFICATION AND LICENSE REQUIREMENTS

The Contractor must be properly certified and knowledgeable in tree Removal. The Contractor will be required to have a CT licensed arborist on staff throughout the duration of this contract. At a minimum, the crew supervisor performing arboricultural services must possess a current Connecticut Department of Energy and Environmental Protection (CT DEEP) Commercial Arborist License. **The licensed arborist name and a copy of the license certificate, showing the license number, shall be submitted with the bid. Failure to submit this information will disqualify the bidder from being awarded these services.**

DAMAGES

Any damage caused by the contractor, including, but not limited to, broken sidewalk, curb, rutted lawn, broken water shut-offs, wire damage, building damage, street damage, etc., will be repaired or replaced in a timely manner, to the Town's satisfaction, and all costs paid by the contractor.

SIGNING AND TRAFFIC SAFETY

Barricades, cones and signing for traffic control must be in accordance with OSHA, the "Manual of Uniform Traffic Control Devices" (MUTCD) and "Barricading for Construction". The contractor shall meet all requirements for work zone protection and when the contractor does not conform to such requirements, the Town will stop the contractor from working until proper signing and barricading is provided. The contractor shall control street closings and will notify all Emergency Response Departments (including Police, Fire and Ambulance) and school bus companies, when applicable, of the same.

Employees shall be wearing the proper reflective t-shirt, vest, sweatshirt or rain coat per OSHA standards. Flaggers shall utilize stop/slow paddles to communicate with traffic. Radio's may be required if sightline does not allow flaggers to communicate non-verbally.

The contractor shall be responsible for notifying all utilities for locations of any underground utilities that may be damaged during stump removal. The contractor shall also be responsible for

notifying all utilities of any damage to any overhead lines. Contractors are responsible for maintaining safe traffic conditions at all times and notifying “Call Before You Dig”, emergency services, and school bus companies, when applicable.

BONDS

All bonds required herein shall be obtained from a surety or insurance company that is duly licensed and/or authorized in the State of Connecticut to issue bonds for the limits and coverage required. The surety is further subject to approval by the Finance Director and/or the Town Attorney of the Town of New Milford.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within 10 days of award, furnish a Performance Bond in a penal sum of not less than one hundred percent (100%) and a Labor and Material Payment Bond in a penal sum of not less than one hundred percent (100%) of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the form described above, or other acceptable form to the Owner and shall bear the same date as or a date subsequent to that of the Award. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a Guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such Company in said Circular 570.

Notwithstanding the foregoing, all bonds required by law shall be in accordance with the form and substance so required by law. The failure of the successful Bidder to execute such Agreement and to supply the required bonds within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids.

Please base your bid bond on \$100,000.

SCOPE OF WORK

- The work includes removal of trees in a safe professional manner.
- All tree material is to be removed and disposed of at the Contractors expense.
- The Contractor shall be responsible for returning the property to its previous state.
- The work area must meet the requirements of OSHA and the Manual of Uniform Traffic Control Devices for signing and traffic safety. The Contractor shall control street closings and will notify all Emergency Response Departments, including Police, Fire, Ambulance and school bus companies.
- The contractor shall be responsible for notifying all utilities for locations of any underground utilities that may be damaged during stump removal. The contractor shall also be responsible for notifying all utilities of any damage to any overhead lines.

Contractors are responsible for maintaining safe traffic conditions at all times and notifying “Call Before You Dig”, emergency services, and school bus companies, when applicable.

- The Contractor must not allow unauthorized entry into the work zone.
- If the work zone extends into a street, the Contractor must provide proper signs according to the Code to keep vehicles away from hazards.
- Work on Town property must be accomplished without permanent damage to the facilities.
- The Contractor shall be responsible for any damages.
- The Contractor must work safely and obey all OSHA regulations including workers Personal Protective Equipment.

PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above. Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following:

- A. Bid Form, signed by an official authorized to bind the firm to its provisions.
- B. Indemnification, Acknowledgement & Agreement.
- C. Non-Collusion Affidavit of Prime Bidder.
- D. Statement of Contractor’s Qualifications.
- E. All licenses, certificates and registrations
- F. Certificate of Insurance.
- G. Bid Bond equal to 5% of the bid.

Questions regarding this bid should be directed, in writing, to the Department of Finance at vdouglass@newmilford.org .

COST PROPOSAL

The unit price for tree Removal service is all inclusive including labor, equipment, and materials needed.

Bids will remain subject to acceptance for 45 days after Bid Opening.

AWARD OF CONTRACT

Award of this contract will be made for each of the following categories:

- a. Tree Removal Services – this category includes all diameters at breast height (DBH);
- b. Emergency - hourly rate work Type I and Type II and hourly rates for extra equipment/labor;

- c. Arboricultural Services (trimming, pruning and shaping) - hourly rate; and
- d. Stump Grinding Services.

One bidder may be awarded all bid items or it is possible that the Town will award each item to a different bidder if it determines it to be in its best interest.

ADMINISTRATIVE

The removal of trees shall only be made by written authorization from the Town of New Milford. A list of no more than 20 trees and the location of each, bearing the signature of an authorized representative of the Town of New Milford, must be in the possession of the contractor's crew before removing any tree(s). The decision to remove trees shall be made by the Town's Tree Warden or designee, in consultation with the Highway Superintendent or Park and Recreation Director, except in extreme cases where an immediate public safety hazard exists. In such instances the tree(s) will be removed on an "Emergency" basis and the contractor will be directed accordingly. The contractor may make suggestions. However, written authorization must be obtained before removing any tree(s).

A Public Works representative(s) will meet with the approved Contractor at set-times and dates on a monthly basis, at minimum, and more frequently as necessary to ensure the timely identification and removal of trees.

WORKING HOURS AND SCHEDULE

The contractor will schedule work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, unless otherwise authorized by the Town.

The qualified low-bid Contractor will typically have two (2) weeks (14 days) (or other reasonable timeframe as agreed to by the Public Works Director) to remove the trees on the approved work list (up to 20 trees) starting on the day the work list is given to the Contractor. Failure of the contractor to comply with the specified deadline shall be sufficient cause to give notice that the contractor is in default of the contract.

*defined as cut, dropped and wood removed unless resident waiver is signed.

BID ALTERNATE

If your company will perform the contracted work on a daily basis (8 hours) and half daily basis (4 hours) please submit this price under the alternate portion of the Bid Form. The Town may consider this method of billing if economically feasible to the Town.

PAYMENT TERMS AND CONDITIONS

- Invoices are to be submitted monthly to the following address upon completion:

Town of New Milford		Town of New Milford
Public Works Department	or	Parks & Recreation
10 Main Street		10 Main Street
New Milford, CT 06776		New Milford, CT 06776

- Invoices will be paid on net 30 day terms from the date the invoice is approved for payment.
- Invoices must clearly indicate the Name of the Company and Mailing or Remit to Address.
- Invoices must reference the purchase order number for the work that was performed.
- A purchase order must be in place prior to beginning work. Work completed without a purchase order may be subject to non-payment of invoice.
- Disputed invoices will be returned to the contractor with a detailed explanation of the dispute. Invoices must reference the date and tag number of trees removed. These invoices will be validated by comparing them to the **DAILY** work tickets submitted with the brass tree tags themselves. Any discrepancies **will not be paid** until any research or explanation is to the satisfaction of the Director of Public Works.

INSURANCE REQUIREMENTS

A certificate of Insurance will be required to be submitted upon execution of the agreement. The Contractor must carry the following minimum insurance coverages:

- A. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits of Liability shall be combined bodily injury and property damage.

General Liability Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal Injury	\$2,000,000
Each Occurrence for Bodily Injury and Property Damage	\$2,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Expense (Any One Person)	\$5,000

The insurer shall waive all rights of subrogation against the Town of New Milford, its officers, employees and volunteers arising from work performed by the Contractor for the Town of New Milford.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

B. Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage \$2,000,000. Umbrella limits over Automotive Liability limits may be used to make up the required limits.

C. Statutory Workers Compensation and Employers Liability

Each Accident	\$100,000
Disease – each employee	\$100,000
Disease policy limit	\$500,000

Or in accordance with the requirements of the laws of the State, whichever is greater.

D. If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automotive Liability insurance policies.

E. Insurance carriers providing the required insurance coverages must have an A.M. Best’s financial rating of “A-VII” or better.

F. The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured with reference to this project on a primary basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.

G. Any changes in insurance coverage will require thirty (30) days’ notice to the Town of New Milford by certified mail with return receipt requested.

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(To be included with Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized Please answer questions on separate attached sheets. The Contractor may submit any additional information he desires.

1. Name of Contractor.
2. How many years have you been engaged in the contracting business under your present firm or trade name?
3. Contracts on hand, including amounts and anticipated dates of completion.)
4. General character of work performed by your company.
5. Have you ever failed to complete the work awarded to you? If so, where and why?
6. List your major equipment available for this Contract, including make and model year.
7. List your experience in work similar to this project.
8. List the background and experience of the principal members of your organization including all personnel licensed by the State of Connecticut.

The undersigned hereby authorizes and represents any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____ 2017

(Company Name of Bidder)	(Name and Title)
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State of _____	Ss. _____
County of _____	

_____ being duly sworn deposes and says that (s)he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____ 2017

(Notary Public)

My commission expires _____ 20__

BID FORM

Please provide bid pricing in the space provided below:

Item	Work Description	UOM	Unit Price	Total
1	Remove Trees, 1" to 12" diameter	Each		
2	Remove Trees, 13" to 24" diameter	Each		
3	Remove Trees, 25" to 36" diameter	Each		
4	Remove Trees, 37" and above diameter	Each		
5	Tree Trimming, Pruning & Shaping	1 Hour		
6	Stump Grinding	1 Hour		
7	Emergency Rate I	1 Hour		
8	Emergency Rate II	1 Hour		

ALTERNATE BID

9	Daily Rate	NA		
10	Half Day Rate	NA		

The undersigned bidder understands that, in addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford.

(Date)

Printed and Sign

(Company)

(Title)

(Address)

Printed and Sign (Witness)

(Phone)

(Email)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(To Accompany Bid)

State of _____

Ss. _____

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____ 2017.

_____ (Title) _____

My Commission Expires _____ 20__.

PURCHASING AUTHORITY
Town of New Milford, Connecticut

INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Tree Removal & Arboricultural Services 2017/2018

BID OPENING: September 7, 2017

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Signature

Title

Company

Date

An Equal Opportunity/Affirmative Action Employer
Small, Women and Minority Business Firms Are Encouraged To Submit Proposals