

Town of Durham

First Selectman's Office
P. O. Box 428
Durham, CT 06422

Documents for Bid of
2020-2021 Arboricultural Services

Board of Selectmen

Laura L. Francis, First Selectman

John T. Szewczyk, Selectman

George M. Eames, IV, Selectman

Town of Durham
Legal Notice
Bid Notice

Sealed bids for **Arboricultural Services for July 1, 2020 through June 30, 2021** will be accepted in the First Selectman's Office, 30 Town House Road, Durham, CT 06422 until 10:00 am on Wednesday, March 25, 2020 at which time they will be publicly opened and read.

Bid forms can be obtained at the above address, at www.townofdurhamct.org, or by calling (860) 349-3625.

Bidders must comply with all provisions listed in bid documents.

Laura Francis, First Selectman
Dated: March 9, 2020

INFORMATION FOR BIDDERS

1. Proposals Received

- a. Sealed bids for **Arboricultural Services** will be received at the Office of the First Selectman at the Durham Town Hall, 30 Townhouse Road, Durham, CT 06422, until 10:00 AM, local time, on Wednesday, March 25, 2020. Bids will be opened at that time and date.

2. Addenda and Interpretations

- a. No interpretations of the meaning of the Plans or other pre-bid documents will be made to any Bidder orally.
- b. Every request for such interpretation shall be in writing, either by email, jlehet@townofdurhamct.org or by mail addressed to the First Selectman at the Durham Town Hall, 30 Townhouse Road, Durham, CT 06422. To be given consideration, such requests must be received at least three (3) working days prior to the date fixed for the opening of bids.

3. Familiarity of the Work

- a. Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth on the Bid Form. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.
- b. The Town assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

4. Disqualification of Bidders

- a. More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to a competent Bidder capable of performing the class of work contemplated.

5. Preparation of Proposals

- a. The Proposal must be made upon the form contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the price for which he

proposes to do the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

- b. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and 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 to: First Selectman, Durham Town Hall, P.O. Box 428, Durham, CT 06422.

6. Irregular Proposals

- a. The Town reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

7. Withdrawal of Proposals

- a. If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the Durham First Selectman. Upon such notice, the Proposal will be made available unopened to the Bidder at the Durham First Selectman's Office. Proposals are considered valid, and may not be withdrawn, cancelled or modified for ninety (90) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

8. Insurance

- a. Before execution of the Contract, the Proposer will be required to file with the Town a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town as an additional insured party on the form furnished with these specifications.
- b. Worker's Compensation Insurance: With respect to all operations the Proposer performs and all those performed for it by subcontractors, the Proposer shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.
- c. Commercial General Insurance: With respect to the Project operations the Proposer performs and also those performed for it by subcontractors, the Proposer shall carry regular Commercial General Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000, combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$2,000,000 for all damages during the policy period.

- d. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for accident or occurrence in the amount of \$1,000,000 combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property.
- e. Excess Umbrella Liability Insurance: The Contractor shall maintain during the Term of the Agreement Excess Umbrella Liability Insurance of not less than \$3,000,000. This coverage shall be primary and non-contributory.
- f. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the First Selectman.
- g. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Town against all damages, even if groundless.
- h. Compensation: There shall be no direct compensation allowed the Proposer on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

9. Hold Harmless & Indemnification

- a. The Town does not waive their right to subrogation. The contractor, all subcontractors and suppliers shall at all times indemnify and hold harmless the Town, their officers, agents, and/or employees against any and all claims, demands, damages, losses, judgments, costs, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death), damage to the property, or any damages resulting from breach of contract that alleged to have been sustained.
- b. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the Town for damages to the property caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

10. Sales Tax

- a. Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. Upon request, the Owner will furnish the successful Bidder a sales tax exemption letter.

11. Collusion

- a. By offering a submission to this RFP the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Complete Appendix A and submit with proposal.

12. Compliance with Federal and State Regulations

- a. The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency.

13. Permits

- a. All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor. Fees will be waived upon approval of the First Selectman.

14. Right to Correct and Reject

- a. The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.
- b. The Town reserves the right to reject any, or any part of, or all proposals; to waive informalities, irregularities, defects and/or technicalities, and, if it so chooses in its sole discretion, to accept the Proposal which the Town deems to be in the best interest of the Town, whether or not it is the lowest dollar amount.

15. Not a Contract Offer or a Contract

- a. This proposal is not a contract offer, and no contract shall exist unless and until a written contract is signed by the Town and the successful proposer.

General Conditions

1. The Town reserves the right to reject any or all proposals, if deemed not in the best interest of the Town.
2. Minor variations to the specifications not affecting the contractor's ability to perform properly will not disqualify a proposal from consideration.
3. All Federal, State and Local laws and regulations must be complied with.
4. Contractor will furnish all labor, equipment and tools to complete the work described herein.
5. The term of the contract will be one (1) year, July 1, 2020 - June 30, 2021, with the option of a one (1) year extension.

General Specifications

For Tree Work

1. General Tree Work

- a. Tree work will be defined as one of the following Three (5) general categories.
 - i. Removal per Tree Diameter Breast Height
 - ii. Trimming Hourly Rate
 - iii. Hourly Rate for Emergency Work
 - iv. Stump Grinding
 - v. Crane Service
 - vi. Chipper Service
- b. All removals will require approval from the Town of Durham Tree Warden or his designee.
- c. All removals will require posting for 10 days, unless a hazardous situation has been determined by the Tree Warden, in accordance with state statutes.
- d. All work will be done in accordance with best-known arboricultural practices, as defined by the latest standards set forth by National Arborists Association.
- e. All work will be done using the town of Durham's latest Arboricultural Standards as included in this request for proposal package.
- f. The contractor will be responsible for removal and disposal of all brush generated, trunks may be left.
- g. Contractor shall be responsible for all damages caused by their work.
- h. Contractor must comply with all Federal, State and local laws and regulations.

- i. The Town of Durham will determine an emergency situation.
2. **Communications**
 - a. The contractor's vehicle shall be equipped with a cellular phone for communications with the Town of Durham's Tree Warden.
 3. **Proposal Acceptance and Effect**
 - a. Acceptance of this proposal shall bind the successful party to execute the contract within the time and manner as set forth within this document, making them responsible and liable for the failure to execute as prescribed.
 4. **Scheduling of Work**
 - a. The Tree Warden will notify the contractor by phone, e-mail or fax of the location of the actual tree work as needed in the form of a work order. The contractor will notify the Tree Warden by phone before beginning any work orders.
 5. **Routine Tree Trimming & Removals**
 - a. Trimming will be performed on an hourly basis, removals will be done by Diameter Breast Height; a crew will be defined as: One bucket truck, one chipper, one equipment operator and two ground persons. All equipment must be in good working order.
 6. **Emergency Tree Work**
 - a. In the event of severe weather or whenever the Town of Durham determines an emergency situation, the contractor must make a crew available for emergency tree work. A crew will be defined as: One bucket truck, one chipper, one equipment operator and two ground persons. All equipment must be in good working order. The Tree Warden will determine if the situation is a tree emergency, based on any number of factors, such as but not limited to, local weather forecasts, tree conditions, and request from other town agencies i.e. (Public Works, Police & Fire Depts.). Severe weather shall include but not limited to: hurricanes, snowstorms, thunderstorms, tornadoes or extreme heat. Any emergency work shall be billed on an hourly rate for the entire crew.
 7. **Payment**
 - a. Invoices are to be submitted to the town financial officer when the work order is completed, work orders will be approved for payment after inspection by the Tree Warden. Payment terms are net 30 days.
 8. **Method of Measurement for Removals**
 - a. All tree work shall be based upon the measurement of the tree's trunk. Trunks shall be measured using the Diameter Breast Height (DBH) method. This will be

the diameter of the trunk at a height of 4 ½ feet from the ground. All stumps will be flush cut with surrounding grade.

- b. Multi stem trees will be measured 6” below the split.
- c. Multi stem trees will pay one and one-half times the rate of removal.

9. Crane Service

- a. Crane Service will only be used with the approval of Tree Warden.

Bid Form

Proposal of _____* (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ to the Town of Durham (hereinafter called the "Town").

**Insert "a corporation," "a partnership," or "an individual" as applicable.*

In compliance with your Invitation to Bid, Bidder hereby proposes to perform all work for the Town of Durham in strict accordance with the Contract Documents and at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any competitor.

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Town, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Town, and in no case will any work or materials in excess of the amount shown in the Plans be paid for unless so ordered. Additionally if the extra work requires additional cost, a change order must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Town shall be paid, nor is the Town liable for any voucher claim or charge unless a change order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. An agreed-on lump sum price, or
2. The reasonable cost, as determined by the Town, of all necessary labor, including insurance and payroll, taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon-competent workers. The Contractor shall give the Town access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Town before the fifteenth (15th) day of the month following that during which each specific order was complied with.

The Town reserves the right to waive any informalities or defects in any bid. The Town also reserves the right to refuse any and all proposals and is under no obligation to accept the lowest bid if the Town's Board of Selectmen, in its sole discretion, deems it to be in the best interest of the Town.

I, the undersigned, have examined and carefully read all the attached or referenced documents and hereby agree to furnish at the net price indicated all labor and equipment in accordance with the specifications and conditions contained in these documents.

Company Name

Mailing Address

Authorized Signature

Print Name and Title

Date

Telephone Number (_____) _____

Fax Number (_____) _____

APPENDIX A

Town of Durham
Non-Collusive Bid Statement

Project:

Bid Opening Date:

Bidder's name and address:

Name of person signing this statement: (PLEASE PRINT)

To the Town of Durham:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common cause of action with any other vendor of material, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or person prior to the official opening of the bid.

Dated at:

On:

Signature:

Title:

Tree Removal Quote - 7/1/20- 6/30/21

Item 1

Tree DBH	Bid Price
0" – 10"	_____
11"- 24"	_____
25" – 30"	_____
31" – 40"	_____
41" – 50"	_____
51" – 60"	_____
Over 61"	_____

Item 2

Hourly rate per crew for emergency work.

(Contractor to fill in)

Item 3

Hourly rate per crew for trimming work

(Contractor to fill in)

Response Time

Non-emergency Tree Work (routine tree trimming/removal work)

The contractor, upon written or verbal notice, shall complete removal and/or trimming of trees termed "non-hazardous"

Within what period of time _____ after notification. Not to exceed 6 weeks.

(Contractor to fill in)

Emergency Tree Work

The contractor shall provide the Town with a method for 24-hour emergency contact. Response time to the scene for equipment and crew, upon notification of an "Emergency Situation" shall be:

_____ Hours. Not to exceed 10 hours.
(Contractor to fill in)

Item 4

Stump Grinding

Cost per inch of diameter of stump.

Item 5

Crane Service

Cost per hour.

Item 6

Hourly rate brush cutting/tree trimming with Chipper. Durham Public Works will provide Traffic Control.
