



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS – Tree Removal

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, July 11, 2019. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Tree Removal & Arboricultural Services. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, July 11, 2019 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town is seeking bids from qualified firms for Tree Removal, Stump Grinding and Arboricultural Services.

Specifications and bid forms must be obtained online at www.newmilford.org. When applicable, state bids will be considered for this service.

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.

Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer



TOWN OF NEW MILFORD BID SPECIFICATIONS

2019/2020 Tree Removal, Stump Grinding and Arboricultural Services

INTENT:

It is the intent of The Town of New Milford through its Public Works Department to bid Tree Removal Services, Stump Grinding and Arboricultural Services as listed in the following specifications. All prices to be in effect for one (1) year from date of award. Bid may be extended for up to an additional year upon mutual written agreement between the Town of New Milford and successful bidder(s). **Please note that the tree work contractor(s) will be responsible for the disposal of all tree material.** Disposal of all material shall be at a location approved by local health, wetlands, zoning, and CT DEEP, as applicable. The winning bidder(s) will not have exclusive right to all tree work for the Town of New Milford ("Town"). The Town reserves the right to bid lump sum tree removal.

SUBMISSION, RECEIPT AND OPENING OF BIDS:

The Town of New Milford, CT ("Town" or "Municipality") invites bids on the project described herein. All blanks must be appropriately filled in. Bids will be received by the Purchasing Authority until 3:00 PM on Thursday, July 11, 2019 and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed, and delivered to:

**Purchasing Authority - Town of New Milford, CT
Roger Sherman Town Hall – Lower Level
10 Main Street
New Milford, CT 06776**

Said submissions should be clearly designated as Bid for Tree Removal and Arboricultural Services 2019/2020. The Municipality reserves its right to consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any portions thereof and take any action deemed to be in the best interest of the Town.

PREPARATION OF BID:

Two (2) original copies of each bid must be submitted on the prescribed form(s). All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and **person of contact**. 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 Forms
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit of Prime Bidder
- D. Bid Security
- E. Certificates of Insurance

QUALIFICATIONS OF BIDDER:

The Municipality may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Municipality all information and data for this purpose as the Municipality may request. The Municipality reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Municipality that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally, **either in person or via phone**.

Every request for such interpretation must be in writing and addressed to:

Michael Boucher, Acting Tree Warden
mboucher@newmilford.org

and, to be given consideration, must be received at least seven (7) business days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted no later than seven (7) calendar days prior to the date fixed for the opening of the bids. Any addenda shall be posted on the State of Connecticut's DAS Website as well as the Town's website, www.newmilford.org. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

GENERAL SPECIFICATIONS:

The bidder is advised that the Town of New Milford is requesting lump-sum tree removal rates for various size tree categories', hourly rates, day rates (based on an 8 hour day), hourly emergency response rates for emergency tree removal services, stump grinding unit cost and arboricultural services (pruning, trimming and shaping) as outlined below 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.

1. Hazardous Trees

- A. **Reporting** - Any person engaged in trimming or pruning who becomes aware of a tree of doubtful strength, that could be dangerous to persons and property, shall report such tree(s) to the Town of New Milford's Director of Public Works or designee. Such trees shall include, but not be limited to, those that are structurally deficient, diseased, or showing signs of decay.
- B. **Diagnosis** - Any hazardous trees reported to the Department of Public Works shall be inspected by the Director of Public Works or designee and a decision shall be made whether to remove the trees or to refer the trees to the Director of Public Works, Town Tree Warden or licensed arborist designated by the Town for further direction.

2. Tree Removal

The removal of trees shall only be made by written authorization from the Director of Public Works or designee. A list of approximately 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 Director of Public Works or Tree Warden or designee, except in extreme cases where an immediate public safety hazard exists. The contractor may make suggestions however; written authorization must be obtained before removing any tree(s). All tree work shall be performed from within the town's right-of-way (unless other arrangements are made by the Contractor, including but not limited to any agreement made with a homeowner or business owner). All brush, branches, and debris shall be chipped up and properly disposed of, tree trunks shall be cut flush with the surrounding ground unless there is hazard in the stump that would damage the Contractor's equipment, all wood and debris generated by the contractors work shall be removed from the jobsite by the end of each work day.

3. 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.

4. Working Hours and Schedule

The contractor will schedule work between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise authorized by the Town. The Contractor will have two weeks (14 calendar days) to remove the trees on the approved work list starting on the day the work list is given to the contractor. In the event the trees are not removed completely** within the two week period, the remaining trees on the list shall be taken back from the low-bid contractor and given to the next available lowest-bid contractor for

removal within a two-week time frame or the bid will continue to be taken back and given to the available next lowest-bid contractor. **Failure of the Contractor to comply with the two week deadline shall be sufficient cause to give notice that the Contractor is in default of the contract.** However, should the Contractor inform the Town that they are unable to timely perform the work prior to the list being given to them, the Town may contact the next awarded bidder without penalizing the Contractor.

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

5. Liquidated Damages:

Liquidated damages shall be \$700.00 per calendar day. Requests for an extension of time, with adequate substantiation, must be presented within (24) twenty-four hours of the event that is the basis of the request or from the first effect of such an event on the removal. The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested. Such requests will be considered by the Town and granted to the extent that the Town deems to be fair and reasonable.

6. Signing and Traffic Safety

- A. 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), Housatonic Area Regional Transit (HART), and school bus companies, when applicable, of the same.
- B. Employees shall wear, per OSHA standards:
 - proper reflective t-shirt,
 - vest,
 - sweatshirt or rain coat.
- C. Flaggers shall utilize stop/slow paddles to communicate with traffic. Radios may be required if sightline does not allow flaggers to communicate non-verbally.
- D. The contractor shall be responsible for notifying all utilities for locations of any known 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" ([811 OR WWW.CBYD.COM](http://811.ORG)), emergency services, Housatonic Area Regional Transit (HART), and school bus companies, when applicable.
- E. The contractors shall also be responsible for any damages from the result of tree removal and restore property to its previous state.
- F. All equipment shall be in safe operating condition with all required certifications and registrations in place. A daily ticket on work performed each day will be

required to be signed by the Town. The Town shall be notified of when the Contractor is working for the Town and the locations they can be found. Residents who live in the vicinity of the tree shall have the rights to the wood if they so desire and must fill out and sign the request form that will be supplied to the contractor.

- G. With the exception of emergency work and unusual circumstances approved by the Town in advance, all traffic control shall be the responsibility of the contractor.

7. Licensed Arborist

Bidders who wish to bid on tree removal, trimming, pruning and shaping services for this contract **MUST** maintain an active CT Arborist license **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. Any subsequent license suspension must be communicated to the Town within 24 hours from the time the licensee learns of the suspension so that the Town can make alternative arrangements during and after the suspension period.**

ADMINISTRATIVE REQUIREMENTS:

1. Administration/Billing Requirements:

- a. Invoices are to be submitted monthly as applicable and must include the date and tag # of the trees. These invoices will be validated by comparing them to the **DAILY** work tickets submitted with the tree tags themselves. Any discrepancies **will not be paid** until any research or explanation is to the satisfaction of the Director of Public Works.

2. Award of Contract:

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

- a. Tree Removal Services – this category includes all diameter at breast height (DBH) categories, hourly rates, and daily rates
- b. Emergency Hourly rate work and hourly rates for extra equipment/labor.
- c. Arboricultural Services (trimming, pruning and shaping) hourly rate
- d. Stump Grinding services
- e. Extra Equipment

One bidder may be awarded all bid items or the Town may award work to more than one bidder if it determines to be in the Town's best interest.

3. Basis of Award:

- a. For award purposes only, the weight schedule as follows:
 - <12" Diameter 10%
 - 13" – 24"Diameter 55%
 - 25" – 30" Diameter 20%
 - 31" – 36" Diameter 10%
 - >37" Diameter 5%
 - For regular Tree Removal Service the award will be based upon the weighted schedule TOTALS for the PER INCH Categories, by an HOURLY rate or by a DAY rate (based on an 8 hour day), whichever deemed by the Town's Purchasing Authority to be in the best interests of the Town.
- b. Hourly Work rate and the Emergency Hourly Work rate. **Failure to execute any bid item especially Emergency Service Work (item 6 and 7) within the specified timeframe will result in the LOSS of all bid categories awarded including Tree Removal Services (items 1-4) and Hourly Rates for extra equipment.**
- c. Award of the Arboricultural Services (pruning, shaping and trimming) will be based upon hourly rate AND qualification/certifications submitted as part of the bid.
- d. Award for Stump Grinding Units will be based upon the inch rate per unit bid item.
- e. Award of the extra equipment will be based upon the hourly rate per unit bid item.

4. Measurement of Trees:

- 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 4-1/2 feet from the ground.
- 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. Fractional measurements will be rounded down to the nearest inch for pricing purposes. For example, a tree with a diameter of 12.75" will be considered a 12 inch tree.
- D. The Contractor and Town shall agree on the measurement of the tree prior to removal.

5. 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 the Town Attorney of the Town of New Milford.

- A. **Performance and Payment Bond:** 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 \$15,000.00 and a Labor and Material Payment Bond in a penal sum of \$15,000.00, 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. **All bonds must be personally indemnified.**

These bonds shall remain in effect throughout the entire contract period, but not less than one year from the date of issuance.

- B. **Bid Security/Bond:** The Bidder shall furnish a bid deposit in the amount of \$500.00 to insure that their pricing is held for the required sixty (60) days or until the bid is awarded. Bid deposits will be returned upon award of the bid.
- C. **Additional or Substitute Bond:** If at any time the Town becomes dissatisfied with the performance bond as issued by the present surety or sureties, or if for any other reason such bond shall cease to be adequate surety to the Town, the Contractor shall within five (5) days after notice from the Town to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the Town. The premium on all such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until new sureties shall have qualified.

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 Town may grant, based upon reasons determined sufficient by the Town, shall constitute a default, and the Town may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids.

6. Power Of Attorney:

Attorneys-in-Fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bond.

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.

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	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal Injury	\$1,000,000
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: \$1,000,000

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.

TECHNICAL SPECIFICATIONS AND BID:

All tree removal will require either a per inch rate, an hourly rate, a day rate (based on an 8 hour day) and an emergency hourly rate work, equipment and personnel. Failure by the contractor to supply the required personnel and/or equipment as required herein shall be sufficient cause to give notice that the contractor is in default of the contract. All work shall be conducted from Town Property unless permission is obtained by contractor.

Item 1-4 - TREE REMOVAL SERVICE - PER-INCH CATEGORY

Description: Bid Form attached **BY TYPE**

The per-inch categories listed on the bid form attached shall be used as payment for tree removal (take-down) and disposal. All costs for equipment, labor, traffic control, material, overhead and profit necessary for the safe take-down and disposal of the tree within the appropriate category shall be included in the category bid cost. The per-inch category will be determined by the Town and be given to the contractor on the approved work list. The tree size shall be based on the breast height diameter of the tree. Discrepancies or disputes regarding tree size must be brought to the attention of the Director of Public Works or designee, in writing, prior to the takedown of the tree. The written dispute shall include the tag# and the contractors estimated size.

Additional Equipment/manpower is listed on the bid form. This is to handle emergency, project and other maintenance needs of the Town. Rates per unit of measure (UOM) should be quoted on the bid form.

Item 5 – HOURLY RATE WORK/DAY RATE (based on an 8 hour day)

Description: Bid Form attached

Bucket truck with operator (minimum capacity 350 lb.) minimum height to bottom of bucket (minimum 65 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 determined to be required (by the Director of Public Works or designee) it will be paid for at the contract hourly rate bids.

Item 6-7 – EMERGENCY HOURLY RATE WORK

Description: Bid Form attached

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 given a minimum 2 hour call time. Due to the safety concerns this department specifically 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.

Item 8 - EMERGENCY TREE REMOVAL SERVICE -DESCRIPTION

Bucket truck with operator, (minimum capacity 350 lb.) minimum height to bottom of bucket (65 ft.), trailer mounted chipper (minimum 12” 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.

Other Items:

Description: Bid Form attached

Items shall be paid as designated on the bid form. These items will be used in situations requiring extra resources as determined by the Director of Public Works or designee. This will require pre-approval or authorization.

The contractor should provide pricing for the following:

Item 9 - Traffic Control

Description: Bid Form attached

The Traffic Control shall be paid as designated on the bid form. This item will be used in situations requiring additional traffic control person(s) as required by the Highway Superintendent or designee.

Item 10 & 11 - EXTRA LABOR

Description: Bid Form attached

The extra labor shall be paid by the hour. In situations requiring additional labor; a ground person or climber may be required by the Highway Superintendent or designee.

Item 12 - Tree Trimming, Pruning and Shaping

Description: Bid Form attached

Only trees 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 an authorized Public Works Department representative and the Tree Warden, or designee. 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 methods set forth in the ANSI Standards (https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=9777&p_table=STANDARDS). All cuts will be made to conform with standard arboricultural practices.

Item 13 - STUMP GRINDING UNIT

Description: Bid Form attached

The per inch 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.

Contractor is responsible for maintaining safe traffic conditions at all times and notifying Call Before You Dig, ([811 OR WWW.CBYD.COM](http://811.ORG)) emergency services, Housatonic Area Regional Transit (HART) and school bus companies, when applicable. The contractor shall also be responsible for any damages from the result of tree removal and restore property to its previous state. Stump Grinder with operator, one flag person and safety equipment (including traffic signs, cones, hard hats, eye protection and hearing protection) and all related equipment for stump removal. The contractor and a designated representative of the Town of New Milford will determine the average tree size to be ground, prior to the contractor performing the work. The

average tree size will be determined by measuring the top of the stump, in several locations, and then averaging the results. **No consideration for root flare will be considered in determining the average tree size.**

The Town may require the Contractor to grind stumps or to arrange for the grinding of stumps, should the stumps pose a threat to the public.

Item 14 and 15 – Extra Equipment

Description: Bid Form attached

The Extra Equipment shall be paid as designated on the bid form. This item will be used in situations requiring extra equipment as determined by the Highway Superintendent or designee. This will require pre-approval or authorization.

The contractor should provide pricing for the following equipment:

A. Item 14 - Trailer Mounted Wood Chipper with min. 12” jaw – The trailer mounted chipper shall be a minimum of 76 H.P capable of chipping up to and including a 12” diameter limb or log. Chipper shall include two (2) competent laborers to operate. Unit and crew will also have a minimum of a 1-ton truck to pull machine and to collect chipped material. The truck, chipper, and 2 man crew shall be charged at an hourly rate.

B. Item 15 - Boom Crane – The boom crane shall include an operator, laborer and be capable of tree and brush removal. This shall be a minimum of 50 ton with a minimum height of 100 ft. to the bottom of the main boom.

Each piece of extra equipment bid, a model #, and specification sheet for the equipment (or website link) shall be provided.

Additional equipment may be provided with hourly rates on a separate sheet. This shall include an operator(s) as required by the manufacturer.



PURCHASING AUTHORITY
Town of New Milford, Connecticut
INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Tree Removal/Arboricultural 19/20

BID OPENING: July 11, 2019

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

**Town of New Milford, Connecticut
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

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: _____

CERTIFICATE OF ACKNOWLEDGMENT

On this the _____ day of _____, 2019, before me, _____ a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for said state, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged that (he/she/they) executed, in authorized capacity, the same for the purposes therein contained.

WITNESSSS whereof I hereunto set my hand:

_____ - Notary Public/Commissioner of the Superior Court/
Justice of the Peace (circle one)

_____ - My Commission Expires/Juris Number (circle one)

Town of New Milford 19/20 Tree Removal & Arboricultural Services Bid Form:

Item #	Work Description	UOM	Written Unit Price
1	Tree Removal <12"	EA	\$ _____ dollars and _____ cents
2	Tree Removal 13" – 24"	EA	\$ _____ dollars and _____ cents
3	Tree Removal 25" – 30"	EA	\$ _____ dollars and _____ cents
4	Tree Removal 31" – 36"	EA	\$ _____ dollars and _____ cents
5	Tree Removal >37"	Hour	\$ _____ dollars and _____ cents
6	Per Hour Rate	Hour	\$ _____ dollars and _____ cents
7	Per Day Rate (based on an 8 hour day)	Day	\$ _____ dollars and _____ cents
8	Emergency Rate	Hour	\$ _____ dollars and _____ cents
9	Extra Traffic Control Traffic Control Person	Hour	\$ _____ dollars and _____ cents
10	Extra Labor – Ground Person	Hour	\$ _____ dollars and _____ cents
11	Extra Labor – Climber	Hour	\$ _____ dollars and _____ cents
12	Pruning/Trimming/Shaping	Hour	\$ _____ dollars and _____ cents
13	Stump Grinding	Inch	\$ _____ dollars and _____ cents
14	Extra Equipment – Trailer Mounted Chipper min. 12" jaw	Hour	\$ _____ dollars and _____ cents
15	Extra Equipment Boom Crane min. 50 ton with min. 100 ft. main boom heights.	Hour	\$ _____ dollars and _____ cents

The bidder understands that, 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.

Date: _____ Company: _____
 Address: _____
 Telephone: _____ Email: _____

Please indicate all addendums received and date.

Addendum # _____ Date: _____