

INVITATION TO BID
VEGETATION MANAGEMENT SERVICES 21/22

Town of New Milford
10 Main Street
New Milford, CT 06776

RELEASE DATE: February 9, 2021

DEADLINE FOR QUESTIONS: February 23, 2021

RESPONSE DEADLINE: March 4, 2021, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/newmilford>

Town of New Milford
INVITATION TO BID
Vegetation Management Services 21/22

I.	Notice
II.	Introduction.....
III.	Instruction to Bidders
IV.	Scope of Work
V.	Pricing Proposal
VI.	Terms and Conditions
VII.	Vendor Questionnaire.....

1. NOTICE

1.1. Invitation to Bid Notice

Sealed bids will be received via the Town's e-Procurement Portal, [ProcureNow](https://secure.procurenow.com/portal/newmilford) <https://secure.procurenow.com/portal/newmilford>, until 3:30 pm, on Thursday, March 4, 2021 for Vegetation Management Services 21/22. Bids will be opened in the E. Paul Martin Room by the Purchasing Authority, Thursday, March 4, 2021 at 3:30 pm. Late bids will not be accepted through ProcureNow and will be rejected.

INTENT: The Town seeks a qualified individual or firm for Vegetation Services.

Specifications and bid forms must be obtained online through [ProcureNow](https://secure.procurenow.com/portal/newmilford) at <https://secure.procurenow.com/portal/newmilford>. 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

2. INTRODUCTION

2.1. Summary

The Town of New Milford Public Works Department seeks to hire a contractor for mowing, brush hogging, clearing and thinning/removal of brush and small trees on various Town properties as required by the Town. Bid price shall include all labor, materials and equipment in the unit price.

The Town reserves the right to accept or reject any and all bids in part or in whole. The Town further reserves the right to use the next lowest bidder or responsive bidder should the low bidder not be able to begin service within the 30 day period from notice to proceed.

2.2. Contact Information

Valerie Douglass

Purchasing Specialist

10 Main Street

New Milford, CT 06776

Email: vdouglass@newmilford.org

Phone: [\(860\) 355-6060 Ext: 3](tel:(860)355-6060)

Department:

Public Works

Department Head:

Jack Healy

Public Works Director

2.3. Timeline

Release Project Date

February 9, 2021

Question Submission Deadline

February 23, 2021, 5:00pm

Question Response Deadline

February 25, 2021, 5:00pm

Proposal Submission Deadline

March 4, 2021, 3:30pm

Opening of Bids

March 4, 2021, 3:30pm

3. INSTRUCTION TO BIDDERS

3.1. Submission of Bids

The Town of New Milford, CT (“Town” or “Municipality”) invites bids on the project and services described herein to be submitted via the Town’s e-Procurement Portal, [Procurenw](#). Bids will be received until 3:30 pm on Thursday, March 4, 2021 and then opened and read aloud.

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 or accepted through ProcureNow. No bidder may withdraw a bid within 45 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.

3.2. Preparation of Bid

An original copy of each bid must be submitted via the Town’s e-Procurement Portal. All blank spaces for bid prices must be filled in, through the system. Any deviations from the specifications listed herein shall be provided with the bid submittal. If so equipped with deviation list this bid sheet shall be marked with the deviations accordingly on each item.

Only complete bids will be accepted. In order for a bid to be complete, all required documents must be submitted as provided for in this solicitation.

3.3. 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.

All questions related to this ITB shall be submitted in writing through the ProcureNow Question/Answer Tab via the Town's e-Procurement portal, on or before, Tuesday, February 23, 2021 by 5:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Bidders must clearly understand that the only official answer or position of the Town shall be the one stated in writing and posted in the Town's e-Procurement portal. All questions submitted and answers provided shall be electronically distributed to bidders following this solicitation on the Town's e-Procurement Portal.

When asking questions, please be sure to enter each question separately.

Any addenda shall be posted on the Town's e-Procurement Portal.

Addenda notifications will be emailed to all persons on record as following this ITB. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

4. SCOPE OF WORK

The 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.

4.1. Hours of Operation

The hours of operation are typically Monday through Friday 6:30 a.m. to 3:00 p.m. Depending upon the project, work hours may extend beyond 3:00 p.m. but typically not beyond 5:00 p.m. The commencement time of the work will begin as directed by the Public Works Supervisor.

4.2. Potential properties & locations

a) Dams and storm drainage structures (detention basins, retention basins, inlets and outlets):

- Reynolds Farm – retention structure area, access, over inlet and outlet pipes.
- Meredith Lane - retention structure area, access, over inlet and outlet pipes.
- Reservoir #4 – Semi-annual brush hogging and mowing
- Accessway to Bleachery Dam @ 130 West Street.

b) Other general areas:

- Bridge Abutments
- Rights of Way – Roadsides
- Town Easements
- Entrance areas to downtown (pending funding)
- Public Areas (pending funding)
- Other Town property as required

4.3. General Specifications

1. Mowing shall include all equipment and labor. This cost shall be included in the price per square yard.
2. Brush Hogging shall include all equipment and labor. This cost shall be included in the price per square yard.
3. Clearing and Thinning shall include removal of debris and wood chips from the Town of New Milford property or project location. This cost shall be included in the price per square yard.
4. Forestry mulching shall include operator, equipment, mobilization and demobilization, however, we will allow the contractor to leave mulch in place. This cost shall be included in the price per square yard.
5. Work may be performed on slopes up to 1.5:1 (horizontal to vertical) but typically 4:1 (horizontal to vertical).

6. Access to the Bleachery Dam site at 130 West Street requires a key, which is available at the Department of Public Works (DPW) and shall be picked up and returned each day. The DPW works from 6:30 a.m. to 3:00 p.m. from Memorial Day to Labor Day and 7:00 a.m. to 3:30 p.m. the remainder of the year.

7. It is the contractor's responsibility to minimize damage to lawns and property. The contractor must repair all damage resulting from their activities. Access and work shall remain on town property or easement areas. Maps and guidance can be provided by the Engineering Department.

4.4. [Specification #503 - Topsoil, Mulching and Seed](#)

The work under this item shall consist of establishing of subgrade, and furnishing and placing topsoil, fertilizer, seed and hay where directed by the Engineer.

Materials and Method of Construction

Topsoil shall be placed to a depth of four inches (4"). Topsoil shall conform to Connecticut Department of Transportation Specifications, Form 818, 2020, Article M.13.01-1. Topsoil which has been stripped under other items of this contract and which meets the latter specifications may be used.

Fertilizer, seed, and hay shall conform to Connecticut Department of Transportation Specifications, Form 818, 2020, Articles M.13.03, M.13.04, and M.13.05, respectively.

Construction methods shall conform to Connecticut Department of Transportation Specifications, Form 818, 2020, Section 9.44.03, Topsoil and 9.50.03 for turf establishment.

Method of Measurement and Basis of Payment

This work will be measured for payment by the number of square yards of topsoil and seed actually completed, established and accepted as specified in the scope of work. Payment for this work will be paid for at the contract unit price for each square yard of "Topsoil, Hay and Seed" which price shall include all materials, equipment, tools, labor and work incidental thereto to complete the item as specified.

4.5. [Specification #514 - Mowing](#)

Under this item the contractor will be required to mowing all brush, grass or ground cover as indicated on plans or as directed by the Engineer.

Materials and Method of Construction

Mowing shall occur to a height of no more than 3" and no less than 1-1/2". Grass clipping shall be left in place. This shall follow Connecticut Department of Environmental Protection best management practices. Construction methods shall conform to the applicable provisions of Connecticut Department of Transportation, Form Form 818, 2020.

Method of Measurement and Basis of Payment

This item shall be included under the price bid for "Mowing", and shall include all material, tools and labor required to complete the item as specified in square yards (SY).

4.6. [Specification #515 - Brush Hogging](#)

Under this item the contractor will be required to Brush Hogging all brush, grass or ground cover as indicated on plans or as directed by the Engineer.

Materials and Method of Construction

Brush hogging shall occur to a height of no more than 6" and no less than 3". Clippings shall be left in place. This shall follow Connecticut Department of Environmental Protection best management practices. Construction methods shall conform to the applicable provisions of Connecticut Department of Transportation, Form 818, 2020.

Method of Measurement and Basis of Payment

This item shall be included under the price bid for "Brush Hogging", and shall include all material, tools and labor required to complete the item as specified in square yards (SY).

4.7. [Specification #516 - Clearing and Thinning](#)

Work under this item includes clearing all trees (under 6" in diameter), shrubs, brush, and other vegetation, as indicated on plans and as directed by the Engineer to a height of no more than 6"

Construction Methods

Construction methods shall conform to the applicable provisions of Section 2.01 "Clearing and Grubbing" of Connecticut Department of Transportation, Form 818, 2020, except that no stump removal is required.

Method of Payment

Payment shall be made at the unit of measures indicated in the bid for "Clearing and Thinning," which price shall include removal and disposal of material from the site, and all material, equipment, tools, and labor incidental thereto.

4.8. [Specification #517 - Forestry Mulching](#)

Work under this item includes clearing of all trees (under 6" diameter), shrubs, brush and other vegetation, as indicated on plans and as directed by the Engineer to a height of no more than 6"

Construction Methods

Rubber track type skid steer machine with a front mounted forestry mulching mower.

1. Unit is to include one (1) experienced equipment operator.
2. Rubber track type skid steer machine with a front mounted forestry mulching mower.
3. The cutting head will be a horizontal shaft with fixed tooth cutter capable of cutting and mulching trees and brush up to 6 inches in diameter with a minimum cutting width of 60 inches to a maximum cutting width of 73 inches.

Brush hog type mowers will not be accepted.

Method of Payment

Payment shall be made at the unit of measures indicated in the bid for "Forestry Mulching," which price shall include all material, equipment, tools, and labor incidental thereto.

4.9. Specification #720 - Sedimentation and Erosion Control System

9. Specification #720 – Sedimentation and Erosion Control System

This item shall consist of furnishing, placing, maintaining and removing sedimentation control systems for the prevention of erosion due to construction activities, prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities and the restoration of areas eroded due to insufficient preventive measures as directed by the Engineer. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to the Town of New Milford.

Prior to the start of work, the Contractor shall submit to the Engineer his plan for control of pollution and turbidity, for review and approval.

At a minimum the contractor shall:

1. Furnish all materials, equipment, appurtenances, and facilities required for the furnishing, installing, removing and disposal of all pollution control measures and structures.
2. Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
3. Prevent mud and sediment from flowing onto sidewalks and pavements.
4. Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
5. If sedimentation occurs, install or correct preventive measures immediately at no cost to Town of New Milford and remove deposited sediments.
6. Comply with requirements of local authorities having jurisdiction.
7. Dispose of pollutants and other waste and excess materials in accordance with the applicable local, state, and federal regulations, provisions of the General Specifications if any, and applicable sections of these Specifications.
8. Perform all construction activities by methods that will prevent entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes into streams, flowing or dry watercourses, and underground water sources. Such pollutants and wastes include, but are not limited to, refuse, garbage, cement, concrete, grout, sewage effluent, industrial waste, mercury, oil and other petroleum products, aggregate processing tailings, mineral salts, excess earth materials, thermal pollution and wash water.

Turbidity increases above the natural turbidities in adjacent streams, reservoirs, channels, or other watercourses that are caused by required construction work shall be limited by the contractor through the use of Best Management Practices

The Contractor shall not operate mechanized equipment in flowing water except as necessary to construct approved crossings or to perform the required construction.

The Contractor shall prevent waste waters from the washing of concrete trucks and equipment, drilling, grouting, or similar construction operations from entering flowing or dry watercourses without the use of special turbidity control methods.

The Engineer may perform such water quality sampling and testing in connection with construction operations as may be necessary to ensure compliance with water quality standards.

Sampling and testing by the Engineer in no way relieves the Contractor of the responsibility for performing such monitoring as is necessary for controlling his operations to prevent violation of water quality standards.

Materials and Method of Construction

General installation of sedimentation control systems shall conform to CONN-DOT Form 818, 2020, Section 2.19 and Best Management Practices Standard: State of Connecticut Erosion and Sedimentation Control Manual.

When hay bales or silt fence are used they shall they shall be installed as specified in CONN-DOT Form 818, 2020, Section 2.19 "Sedimentation Control System".

Silt sacks shall be manufactured from a specially designed woven polypropylene geotextile sewn by a double needle machine, using a high strength nylon thread. Sack shall be manufactured by one of the following or an approved equal:

Siltsack®

SI Geosolutions:

www.sigeosolutions.com

(800)621-0444

Dandy Sack™

Dandy Products Inc.

P.O. Box 1980

Westerville, Ohio 43086

Phone: 800-591-2284

Fax: 740-881-2791

Email: dlc@dandyproducts.com

Website: www.dandyproducts.com

FLeXstorm Inlet Filters

Inlet & Pipe Protection

24137 W. 111th St - Unit A

Naperville, IL 60564

Telephone: (866) 287-8655

Fax: (630) 355-3477

The sack will be manufactured to fit the opening of the catch basin or drop inlet. Sack will have the following features: two dump straps attached at the bottom to facilitate the emptying of sack and lifting loops as an integral part of the system to be used to lift sack from the basin. The sack shall have a restraint cord approximately halfway up the sack to keep the sides away from the catch basin walls, this cord is also a visual means of indicating when the sack should be emptied. Once the strap is covered with sediment, the sack should be emptied, cleaned and placed back into the basin.

Silt sack installation, removal, and maintenance shall be per manufacturer instructions and recommendations.

Method of Measurement and Basis of Payment

The work will be measured for payment by the actual number of linear feet of silt fence installed and accepted, and the actual number of hay bales and silt sacks installed and accepted. Replacement systems will not be measured for payment.

Payment for this work will be made at the contract unit price bid for the sediment and erosion control measures used, complete in place, which price shall include all materials, equipment, tools and labor incidental to the installation, maintenance, replacement, removal and disposal of the system and surplus material and debris.

[4.10. Specification #714 - Certified Trafficperson](#)

Under this item the Contractor shall provide the services of a Certified Trafficperson(s) at such locations and for such periods of time as the Engineer may order in conjunction with the Department of Public Works, for the control and direction of vehicular traffic and pedestrians. The Town also reserves the right to provide the services of Certified Trafficperson as determined by the engineer and the Director of Public Works. These Trafficpersons will be under the management and direction of the Department of Public Works.

Certified Trafficpersons will be utilized on all streets unless specifically designated otherwise by the Department of Public Works and/or the Engineer.

Materials and Methods of Construction

Certified Trafficpersons shall consist of personnel clothed with reflective vests and equipped (including headgear, traffic control stop/slow paddle etc.) so as to be readily distinguishable as a Trafficperson, to the satisfaction of the Department of Public Works and shall be deployed at such locations and for such

periods as the Engineer and/or Department of Public Works may order, to control traffic operations and promote increased safety to motorists and pedestrians on construction sites.

Trafficpersons shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), or other such training approved by the Engineer. A copy of the Trafficperson's training certificate shall be provided to the Engineer before the Trafficperson performs any project work. The credentials and conduct of Uniformed 9.70.05 Flaggers shall comply with the requirements of Chapter 6E, Flagger Control in the Manual of Uniformed Traffic Control Devices (MUTCD). Trafficpersons shall wear high-visibility safety apparel and use a STOP/SLOW paddle that is at least 18 inches wide with letters at least 6 inches high. The paddle shall be mounted on a pole of sufficient length to be 6 feet above the ground as measured from the bottom of the sign.

Method of Measurement and Basis of Payment

Services of Trafficpersons will be measured for payment by the number of hours for each person rendering services in accordance with the orders of the Engineer; this to include, however, only such Trafficpersons as are employed within the limits of the construction, within the right of way for the project, upon detours stipulated in the contract, or upon detours ordered by the Department of Public Works. Trafficpersons furnished by the Contractor for continued use of a detour or bypass beyond the period for which the Department deems such Trafficpersons necessary to the proper completion of the project, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

The minimum hours of payment for any one Trafficperson in any one day shall be four hours. No Trafficperson shall work more than twelve hours in any one day. In case such services are required for more than twelve hours, the Contractor shall furnish additional personnel.

Travel time will not be measured for payment.

Trafficpersons will be paid for at the contract unit price bid per hour for "Certified Trafficperson," which price shall include all compensation, insurance benefits and any other cost or liability incidental to the furnishing of the Trafficperson as ordered.

[4.11. Specification #715 - Maintenance and Protection of Traffic](#)

The description and construction method for this item shall be as described under Connecticut Department of Transportation Specifications, Form 818, 2020, Sections 9.71.01 and 9.71.03.

Method of Measurement and Basis of Payment

This work will be paid for at the contract price per the Bid Sheet for "Maintenance and Protection of Traffic." This price shall include all costs for labor, equipment and services involved in the, fabrication, erection, covers, maintenance, moving, adjusting, relocating and storing signs, barricades, traffic cones and traffic delineators furnished by the Contractor, as well as all cost of labor and equipment involved in the maintenance of traffic lanes and detours ordered or included in the approved scheme for maintenance of traffic as shown.

If the Engineer requires the Contractor to provide facilities in excess of the requirements of the adopted scheme for maintenance and protection of traffic, the Contractor shall perform the required work; and

payment for the cost thereof will be made at applicable contract unit prices, or in the absence of applicable contract unit prices, as Extra Work.

5. PRICING PROPOSAL

VEGETATION MANAGEMENT BID SHEET

Line Item	Spec #	Description	Categories	Unit of Measure	Unit Cost
1	514	Mowing	Under 500 sy	sy	
2	514	Mowing	501 sy to 1/2 acre	sy	
3	514	Mowing	1/2 ac and up	sy	
4	515	Brush Hogging	Under 500 sy	sy	
5	515	Brush Hogging	500 sy to 1/2 acre	sy	
6	515	Brush Hogging	1/2 ac and up	sy	
7	516	Clearing & Thinning	Under 100 sy	sy	
8	516	Clearing & Thinning	100 to 500 sy	sy	
9	516	Clearing & Thinning	501 to 1000 sy	sy	
10	516	Clearing & Thinning	1000 sy and up	sy	
11	517	Forestry Mulching	Under 1/2 acre	sy	
12	517	Forestry Mulching	Over 1/2 acre	sy	
13	503	Topsoil, Hay and Seed	Under 100 sy	sy	
14	503	Topsoil, Hay and Seed	100 to 500 sy	sy	
15	720	Erosion and Sedimentation Control System - Temporary	Material, placement & removal of haybales w/stakes	ea	
16	720	Erosion and Sedimentation Control System - Temporary	Material, placement and	ea	

			removal of silt sack		
17	720	Erosion and Sedimentation Control System - Temporary	Material, placement and removal of silt fence	LF	
18	714	Certified Trafficperson		Hr	
19	715	Maintenance and Protection of Traffic	MUTCD temporary traffic control signs	Day	

6. TERMS AND CONDITIONS

6.1. Estimated Quantity

The Town is issuing this as an indefinite quantity bid; work will be per purchase order, budget permitting.

6.2. Term

Prices shall remain in effect for **one (1)** year following the award of the bid. The Town reserves the right to extend this contract up to an additional two years upon mutual written agreement with the successful bidder.

6.3. Administrative Requirements & Records

The successful bidder shall prepare and submit documentation and invoices to the Town which clearly demonstrate the equipment used, labor required and project completed. As a minimum the following paperwork should be provided with each invoice: • Location of work • Labor hours • Type of project • Invoices shall include Purchase Order Number

6.4. Safety & Environmental Compliance

The successful bidder must follow all applicable OSHA and ConnDOT standards for performing the work at all times. Failure to follow applicable OSHA and ConnDOT standards is grounds for immediate cancelation of the contract at no cost to the Town of New Milford. The successful bidder shall provide any applicable training documentation demonstrating compliance with applicable safety regulations upon receipt of the initial purchase order and updates at each subsequent order.

6.5. Basis of Payment

Bidders shall submit net hourly unit prices per labor item as submitted via the Town's e-Procurement Portal.

The bid prices shall be deemed all inclusive (i.e. fuel costs, labor, insurances, equipment, services, etc.) necessary to complete the project assigned.

6.6. Bidder Qualifications

Bidders must have all required permits, certifications and licenses, a minimum of (5) years' experience working on road construction projects in the State of Connecticut. In determining the qualification of a Bidder, the Town may consider the record and the performance of any contracts for similar work, which may have been previously performed. The Town shall make such investigation as deemed necessary to determine the ability of the Bidder to perform the work.

6.7. Basis of Award

The following factors will be considered in selecting a contractor:

1. Lowest cost responsible bidder
2. The ability, capacity and skill of the bidder to supply the services required

3. Whether the Bidder can provide the service within the specified time, without delay or interference

6.8. Non-Employment Relationship

The Town and the successful bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful bidder shall be solely responsible for any applicable taxes.

6.9. Presumption of Proposer's Full Knowledge

Each bidder is responsible for having read and understood each document in this specification and any addenda issued by the Town. A bidder's failure to have reviewed all information that is part of or applicable to this specification, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto. Each bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this specification or the performance of the work described herein. By submitting a bid, each bidder represents that they have thoroughly examined and become familiar with the scope of work outlined, and it is capable of performing the work to achieve the Town's objectives.

6.10. Insurance Requirements

A certificate of Insurance is required to be submitted upon execution of any agreement. Contractors shall carry the following minimum insurance coverage's and the provisions specified below must be met.

- Insurance carriers providing the required insurance coverage's must have an A.M. Best's financial rating of "A-VII" or better.
- The Town of New Milford, its officials, employees and volunteers, MUST be named as additional insured with reference to this project on a primary and non-contributory basis. The insurer shall waive all rights of subrogation against the Town of New Milford, CT, its officers, employees and volunteers arising from work performed by the Contractor.
- The policy endorsement evidencing this coverage must be provided with the certificate of liability insurance. Any changes in insurance coverage will require (30) thirty days of notice to the Town of New Milford by certified mail with return receipt requested.
- The contract should have a hold harmless indemnification agreement provision which protects the Town of New Milford to the greatest extent that Connecticut Law will allow.

- 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 Automobile Liability insurance policies.
 - Note that these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.
 - Any changes in insurance coverage will require thirty (30) days' notice to the Town of New Milford.
1. Commercial General Liability
(Form 1988 ISO Occurrence Form or equivalent) Limits of Liability shall be combined bodily injury & property damage.
General Liability Aggregate \$1,000,000.
Products & 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.
Umbrella Excess \$2,000,000.
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.
 2. Automobile Liability
Policies must include coverage for all vehicles utilized on the job 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 Automobile Liability limits may be used to make up the required limits.
 3. Statutory Workers Compensation and Employers Liability
Policy coverage will include limits of \$100,000 each accident, \$100,000 Disease-each employee and \$500,000 Disease-policy limit, or in accordance with the requirements of the State of Connecticut, whichever is greater.

7. **VENDOR QUESTIONNAIRE**

7.1. Indemnification, Acknowledgement & Agreement*

BID: Vegetation Management Services 21/22

BID OPENING: Thursday, March 4, 2021

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.

Please confirm

*Response required

7.2. Non-Collusion Affidavit*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Attachment - Non-Collusion ...](#)

*Response required

7.3. Insurance Requirements*

Please upload proof of your Insurance here. A Certificate of Insurance naming the Town as additional insured will be required from the successful bidder within ten (10) calendar days.

*Response required

7.4. Other Documentation

Please provide any additional documentation that would pertain to this project here. For example:
Licenses, certifications, etc.