

CITY OF MIDDLETOWN
PURCHASING OFFICE ROOM 112
MUNICIPAL BUILDING
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895



CONTRACT DOCUMENTS

**BID #2013-019
TREE TRIMMING AND STUMP REMOVAL SERVICES
PUBLIC WORKS DEPARTMENT**

Middletown, Connecticut

BID OPENING: TUESDAY, JULY 2, 2013 at 11:00 AM

QUESTIONS: Contact the Purchasing Office at (860) 638-4895

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

**Bid #2013-019 TREE TRIMMING AND STUMP REMOVAL SERVICES
PUBLIC WORKS DEPARTMENT**

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Hereinafter referred to as the Contract Documents

**INVITATION TO BID
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Tuesday, July 2, 2013 at 11:00 AM** for the following:

**BID #2013-019
TREE TRIMMING AND STUMP REMOVAL SERVICES
PUBLIC WORKS DEPARTMENT**

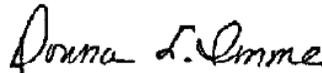
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-4895 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms and in a sealed envelope using the bid return label provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: 06/18/13
Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give unit prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; sealed in an envelope using the bid return label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidder must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within sixty (60) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. All bid pricing shall be held firm for the minimum of sixty (60) calendar days from the date of opening of bids, unless specified otherwise.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the

award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the city to award one (1) contract in the **aggregate** to the lowest responsible bidder, complying with these specifications, submitting the lowest total cost to provide the services as specified, providing sufficient funding is available to award this contract.

8. Term of Contract and Work Order Time frame - The contractor, if required, shall commence or be available to work at the City's request upon receipt of a pre-approved purchase order which shall serve as authorization to proceed from the City. **The successful bidder shall be available to provide the minimum of eight (8) hours of service to the City per week on an on-call basis. The contractor shall further be available to provide service based on a two-week response notification, forty eight (48) hours response notification and four-hour emergency response notification.**

The term of this contract shall be for a period of twelve (12) months commencing on or after **July 1, 2013 and terminating on June 30, 2014.**

9. Prices - In the event of discrepancy between the unit prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include furnishing all equipment, labor, materials and incidentals necessary to comply with the City's requirements. For the purpose of this contract the bidder shall provide a cost per tree location to provide tree removal/pruning and stump grinding services. Also requested is an hourly rate at various locations which shall include all materials, labor, equipment, mileage to and from the work site and incidentals required.

10. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building,

245 DeKoven Drive, Middletown, Connecticut, 06457.

Questions may be sent via facsimile to (860) 638-1995 or emailed to purchase@middletownct.gov.

To receive consideration, such questions shall be submitted in writing by Monday, June 24 by 4:30pm. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the Contractor for incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, the Purchasing Agent will send a copy of these Addenda to each of those who have taken out the contract documents.

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each bidder to determine whether any addenda have been issued and if so whether he/she has received a copy of each. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. Insurance - The selected vendor shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The vendor shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

12. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the negligence of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

13. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the vendor's request.

14. Time of Performance Hourly Rates - Any work to be performed pursuant to this contract shall be initiated through

a work order to be issued by the Public Works Department. The contractor shall be authorized to commence work as specified in the work order upon receipt of a covering or blanket purchase order. Following the receipt of the approved purchase order or blanket order, the contractor shall provide the service in accordance with the following schedule:

- A. Upon receipt of the work order and corresponding purchase order, work to be performed under that order shall commence.
- B. All work under any issuance of a work order shall be completed within the Time frame set forth in the work order unless an extension is granted in writing by the Tree Warden for justifiable reasons.
- C. Failure to meet such time frame shall constitute default and breach of contract and the Owner may then authorize procurement of such services the most expeditious alternate source available to them.
- D. All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

15. Termination of Agreement - The City of Middletown reserves the right, if it determines it to be in the best interest of the City of Middletown to do so, to terminate this agreement by giving five (5) days advance written notice to the contractor of such termination in the month in which the termination is to take effect, and in such event, the contractor shall be compensated at the bid prices for **only** those services performed up to the end of that month, at which time this contract shall terminate.

16. Delivery and Payment Terms - Payment discounts for early payment are preferred. All others shall be net thirty (30) days unless specified otherwise. The bidder shall submit itemized invoices to the Director of Public Works or his designee on a monthly basis.

Following his approval the Director of Public Works or his designee shall then forward the invoice to the Finance Department for payment. Payment shall then be made to the contractor no sooner than ten (10) Calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

17. Quantities - The quantities specified herein are approximate only as determined by the Public Works Department and **are not guaranteed**. They are included to provide the bidder with an estimate of the Cities

requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required at the time the contract is awarded or at any time thereafter without prejudice toward the bid prices if to do so is in the City's best interest.

18. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

19. Firm Pricing - The City of Middletown requires that all bidders maintain bid pricing firm for the minimum of twelve (12) months in accordance with the contract term specified here-in.

20. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

21. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

22. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstances.

23. Bid Tabulation - A bid tabulation will be posted on the city's website shortly after the bid opening at www.cityofmiddletown.com or will be furnished to any bidder upon receipt of a self-addressed stamped envelope which may be submitted with the bid or under separate cover.

24. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.

25. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a

bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, transgender status, gender identity or expression, national origin, ancestry, sexual orientation, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, Union membership, genetic History, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the

protected groups) present or past history of mental or physical disability, or sexual orientation in any manner is prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown in any manner prohibited by the laws of the United States, the State of Connecticut, or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this article.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

(Applies only to **Middletown** based business only)

I, _____ being duly sworn, make affidavit and say that I own
Vendor Name

and operate _____
Business Name and Address

which is the bona fide principal place of business for _____.
Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- ____ 2. Copy of long-term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:
My Commission Expires: _____

BID #2013-019
TREE TRIMMING AND STUMP REMOVAL SERVICES
PUBLIC WORKS DEPARTMENT

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from **any licensed State of Connecticut arborists** to provide tree removal/pruning and stump grinding services for the Department of Public Works. Said arborist **MUST submit proof of license.**

It is the intent of the City to establish a term contract with fixed rates and hourly rate charges for a contract term of twelve (12) months commencing on or after **July 1, 2013 and terminating June 30, 2014.**

The selected bidder shall furnish all materials, labor, equipment, tools and incidentals thereto necessary to provide tree removal/pruning and stump removal services in accordance with these specifications at those rates indicated on the bid proposal page.

The City of Middletown shall determine if “traffic control” or “flagmen” are required for various tree removals and/or tree service. If determined that “traffic control” is required, it shall be the responsibility of The City of Middletown to hire and pay for “traffic control”. If determined that “flagmen” is required, it shall be the responsibility of the awarded contractor to hire and pay for “flagmen”.

All equipment used for tree removal/pruning, stump removal and wood chipping must conform to **ANSI Z133.1 Safety Standards** which covers Chippers, lifts, chain saw, personal safety gear, etc.

GENERAL CONDITIONS

Article 1. CONTRACTOR'S CLAIMS FOR DAMAGE:

If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the City of Middletown or any of his agents, he shall, within one week after the sustaining of such damage, make a written statement to the City of Middletown of the nature of the damage sustained, file with the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required, his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 2. CONDITIONS UNDER WHICH THE CITY OF MIDDLETOWN MAY COMPLETE:

If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the City of Middletown, or if the contract or any claim thereunder shall be assigned by the contractor otherwise than as herein specified, or if at any time the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof if unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of this contract, or that the work is not being done in an acceptable workmanlike manner as determined by the city of Middletown, the City of Middletown may notify the contractor to discontinue all work or such part thereof as the City of Middletown may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the contractor, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools of every description as may be found upon the line of said work.

The City of Middletown may, instead of notifying the contractor to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the City of Middletown, be necessary to insure the completion of the work or such part thereof within the time specified herein, and charge the expense thereof to the contractor. Neither the notice from the City of Middletown to the contractor to increase his force nor the employment of additional force by the City of Middletown, shall be held to prevent a subsequent notice of the City of Middletown to him

to discontinue work under the provisions of the preceding portion of the Article.

The contractor shall, and is hereby authorized to, maintain and pay for such insurance, issued in the name of the City as will protect the City from its contingent liability under this contract, and the City's right to enforce against the contractor any provision of this article shall be contingent upon the full compliance by the City with the terms of such policy, or policies, a copy of which is on deposit with the City.

Article 3. PAYMENTS:

The contractor shall each month submit, in writing, a statement of the amount of work performed during that period to the Department of Finance for payment. At the option of the City payments may be made more frequently. All prior payments are subject to corrections, and adjustments made for such corrections may be done within the current payment period.

Article 4. LAST PAYMENT TO TERMINATE LIABILITY TO THE OWNER:

Neither the City nor any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the contractor of any payment shall release the City or its agents from any and all claims and liabilities of the contractor for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 5. THE CONTRACT SUM:

The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the contractor. Said contract sum also includes, and the contractor shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The Contractor further shall indemnify and hold harmless the City its officers, agents, servants, and employees on account of any contributions measured by the wages as aforesaid of employees of the contractor and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Article 6. PRESIDENTIAL EXECUTIVE ORDER 11246:

This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President B. Johnson promulgated October 13, 1967, which is incorporated, by referenced, within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as

such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

Article 7. CHANGES IN THE WORK:

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the City of Middletown, by a work order.

Article 8. STATE OF CONNECTICUT GENERAL STATUTES, SECTION 31-286a, AS AMENDED, FORM:

All contractors are required to conform to the requirements of Connecticut General Statutes Section 31-286a, as amended, concerning Workers Compensation Insurance for Contractors on Public Works projects.

Article 9. STATE OF CONNECTICUT LICENSING REQUIREMENTS:

All contractors are required to conform to the licensing requirements set out in Connecticut General Statute, section 23-61b.

BID #2013-019
TREE TRIMMING AND STUMP REMOVAL SERVICES
PUBLIC WORKS DEPARTMENT

TECHNICAL SPECIFICATIONS

1. DESCRIPTION:

The work performed pursuant to this contract shall consist of the removal of marked trees; the lowering of stump elevations to a point below existing ground; pruning of such material from trees, as per the current **ANSI A-300 current standard**; and shall be completed as directed by the Tree Warden or his duly authorized designee.

2. MATERIALS AND EQUIPMENT:

Unless otherwise directed, all materials and equipment for the performance of the work shall be provided by the contractor. All equipment used in the project shall be approved by the Tree Warden or his duly authorized designee.

3. CONSTRUCTION:

A. TOOLS: All tools and methods employed shall be approved by the Tree Warden or his duly authorized designee. Workmen shall not be permitted to climb trees with climbing spurs **except when removing trees**, and shall employ acceptable tree-climbing methods and/or equipment for all work.

B. TREE SELECTIVE PRUNING: Trees shall be pruned in accordance with ANSI A300 current standards.

C. TREE REMOVAL: All trees, marked for removal by the Tree Warden or his duly authorized designee, shall be cut to an elevation above or below existing ground, as directed, while exercising all proper precautionary measures to protect the public use of the street, the property in question and the adjacent properties.

D. STUMPS: All stumps, marked for removal or lowering by the Tree Warden or his duly authorized designee, shall either be removed or lowered to the elevation of a "flush cut" to a level not to exceed four (4) inches or as instructed, while exercising all proper precautionary measures to protect the public use of the street, the property in question and the adjacent properties.

ALL WOOD THAT IS NOT CHIPPED SHALL BE NEATLY STACKED CURB SIDE.

E. CLEAN UP AND DISPOSAL: All branches, rubbish, and surplus materials resulting from the work and other debris or objectionable material in the area shall be removed and disposed of by the contractor, at his expense, in an approved manner and the site left in a condition satisfactory to the Tree Warden or his duly authorized designee. **Material will not be accepted at Middletown's landfill site.** Cost of disposal of wood chips shall be included in the various unit prices bid.

TRUNK PIECES SHALL BE CUT TO 5 FEET (5') MAXIMUM IN LENGTH.

4. METHOD OF MEASUREMENT:

Tree work listed by location will be paid at a lump sum figure. Trees not listed by location shall be measured for payment by the actual number of hours the services are provided, completed and accepted multiplied by the unit price/hourly rate set for each item. Invoices shall be itemized by **flat rate for specific locations and hours spent and hourly rate charged for locations not specified in bid.**

5. BASIS OF PAYMENT:

This work shall be paid for at the unit price set for each unit of work as measured, and as set forth above.

SPECIAL CONDITIONS

All wood, excluding brush, shall be left for the use by the property owner, whose land is adjacent to the work being performed. Said wood shall be cut into lengths not to exceed three (3) feet long and stacked neatly behind the walk on the owner's property, so as not to interfere with pedestrian traffic. All unsuitable wood (branches and knots not easily split) shall be removed with the brush and other debris.

For branches and trunks that are 24" in diameter or larger, the contractor will cut the pieces in 16" - 42" lengths. Wood is to be stacked neatly behind the walk, so as not to interfere with pedestrian traffic. The contractor is not responsible for hauling this wood and should not include the cost in the bid.

All suitable wood, if not removed by the property owner within three (3) days after completion of work by the contractor, shall become the property of the City and responsibility for removal of same will be undertaken by the City.

AVAILABILITY OF CONTRACTOR

The successful contractor as a condition of the award of this contract, shall be available to the City of Middletown on an **"on-call basis"** the minimum of sixteen (16) hours per week until such said "bid list" is completed. After the bid list is completed, the contractor shall be available to the City of Middletown **eight (8) hours** per week. The City will endeavor to provide the contractor with the minimum of **forty eight (48) hours** advance notification prior to each "on-call" assignment. **The contractor will provide twenty four (24) hours advance notice to the tree warden and or the Deputy Tree Warden as to exact location of each work crew for each assignment.** The contractor shall be required to acknowledge their ability to comply with this requirement in the space provided on the bid proposal page.

Travel Time:

Travel time, mobilization and demobilization of the crews will **not be paid for** in excess of the established unit prices. Cost for this work **shall be included in the various unit prices provided by the contractor.** Should a uniformed officer be required on an "on-call basis" operation, the City will provide said officer.

**BID #2013-019
TREE TRIMMING AND STUMP REMOVAL SERVICES
PUBLIC WORKS DEPARTMENT**

BID PROPOSAL PAGE

Issue Date: **06/18/13** Reply Date: **Tuesday, July 2, 2013 at 11:00 AM**

To: Supervisor of Purchasing
 City of Middletown
 Room 112, Municipal Building
 245 DeKoven Drive
 Middletown, CT 06457

We, the undersigned, have examined all of the proposed work to be undertaken and have read all of the specifications, general conditions, special conditions and related contract documents and agree to contract with the City of Middletown to provide the services as described in these specifications at the hourly rates incorporated herein.

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

Use black ink or type on proposal form.

The following pages must be submitted by the bidder:

- Proposal Pages #15 - 20
- Non- Collusive Bid Statement (Page #21)
- State of Connecticut General Statutes Conformance Form (Page #22)
- Copy of State of Connecticut Arborist License
- Affidavit of Local Vendor (**If applicable – Middletown businesses only**) (Page #9)

Tree Removal List				
Item #	Qty	Location of Tree and Location in Yard	Unit price	Extension in figures
1	1	84 Highland Avenue	(\$ _____)	(\$ _____)
2	1	102 Highland Avenue	(\$ _____)	(\$ _____)
3	1	130 Highland Avenue	(\$ _____)	(\$ _____)
4	1	601 Highland Avenue	(\$ _____)	(\$ _____)
5	1	1 Chauncey Road (Tree on Lee Street)	(\$ _____)	(\$ _____)
6	1	150 Ridge Road	(\$ _____)	(\$ _____)
7	1	377 Ridge Road	(\$ _____)	(\$ _____)
8	1	Opposite 110 Sand Hill Road	(\$ _____)	(\$ _____)
9	1	198 Hunting Hill Avenue	(\$ _____)	(\$ _____)
10	1	208 Hunting Hill Avenue	(\$ _____)	(\$ _____)
11	1	404 Coleman Road	(\$ _____)	(\$ _____)
12	1	481 Long Hill Road	(\$ _____)	(\$ _____)
13	1	205 East Ridge Road	(\$ _____)	(\$ _____)
14	2	Opposite 485 East Main Street	(\$ _____)	(\$ _____)
15	1	157 Tyron Street	(\$ _____)	(\$ _____)
16	2	1001 Chamberlain Hill Road	(\$ _____)	(\$ _____)
17	1	46 Margarite Road	(\$ _____)	(\$ _____)
18	1	478 Arbutus Street	(\$ _____)	(\$ _____)
19	1	600 Arbutus Street	(\$ _____)	(\$ _____)
20	1	35 Saybrook Road (Tree on Baer Road)	(\$ _____)	(\$ _____)
21	2	1029 Long Hill Road	(\$ _____)	(\$ _____)
22	1	653 Wadsworth Street	(\$ _____)	(\$ _____)
23	2	Opposite 44 Aston Lane	(\$ _____)	(\$ _____)
24	2	17 West Street (Trees on Butternut St)	(\$ _____)	(\$ _____)

Tree Removal List				
Item #	Qty	Location of Tree and Location in Yard	Unit price	Extension in figures
25	2	309 West Street	(\$ _____)	(\$ _____)
26	1	30 Gordon Place (End of street by guard rail)	(\$ _____)	(\$ _____)
27	2	220 Barbara Road	(\$ _____)	(\$ _____)
28	1	200 Ridgewood Road	(\$ _____)	(\$ _____)
29	2	Vine Street (Cemetery Entrance)	(\$ _____)	(\$ _____)
30	1	107 Cross Street	(\$ _____)	(\$ _____)
31	1	1 Long Lane	(\$ _____)	(\$ _____)
32	2	Opposite 1 Long Lane	(\$ _____)	(\$ _____)
33	1	100 yards south of 1 Long Lane	(\$ _____)	(\$ _____)
34	1	Opposite 7 Long Lane	(\$ _____)	(\$ _____)
35	1	Opposite 17 Long Lane	(\$ _____)	(\$ _____)
36	1	Opposite 29 Long Lane	(\$ _____)	(\$ _____)
37	1	Opposite 31 Long Lane	(\$ _____)	(\$ _____)
38	1	Long Lane (Opposite Woodman Street)	(\$ _____)	(\$ _____)
39	3	Inside Long Lane Arboretum	(\$ _____)	(\$ _____)
40	1	Brooks Road/Tollgate	(\$ _____)	(\$ _____)
41	2	74 Boston Road	(\$ _____)	(\$ _____)

ALL TREES ARE CLEARLY MARKED FOR REMOVAL WITH AN ORANGE "X" AND ARE POSTED.
Trees specified under this list must be completed within 180 DAYS.

TREE REMOVAL LIST – 51 TOTAL TREES

TOTAL COST OF TREE REMOVAL LIST – ITEMS # 1 – 41:

_____ (\$ _____)

Written Figures

STUMP GRINDING

EACH BIDDER SHALL PROVIDE THEIR FLAT RATE FOR STUMP GRINDING BY THE DIAMATER. FLAT RATES FOR STUMPS WILL BE FIRM AND EFFECTIVE FOR THE CONTRACT PERIOD SPECIFIED HEREIN.

Item #	Qty	Description	Unit price	Extension in figures
42	5 STUMPS	STUMP GRINDING INCLUDING STUMP GRINDER MACHINE AND DUMP TRUCK WITH OPERATOR - 6" - 12" DIAMETER	(\$ _____)	\$ _____
43	5 STUMPS	STUMP GRINDING INCLUDING STUMP GRINDER MACHINE AND DUMP TRUCK WITH OPERATOR - 12" - 24" DIAMETER	(\$ _____)	\$ _____
44	5 STUMPS	STUMP GRINDING INCLUDING STUMP GRINDER MACHINE AND DUMP TRUCK WITH OPERATOR - 24" - 50" DIAMETER	(\$ _____)	\$ _____
45	5 STUMPS	STUMP GRINDING INCLUDING STUMP GRINDER MACHINE AND DUMP TRUCK WITH OPERATOR - 50" - Larger	(\$ _____)	\$ _____

TOTAL COST – STUMP GRINDINGS – ITEMS #42 – 45:

(\$ _____)

Written Figures

HOURLY RATES: TREE PRUNINGS

EACH BIDDER SHALL PROVIDE THEIR HOURLY RATE FOR TREE REMOVAL/PRUNING IN THE SPACE BELOW FOR BOTH EMERGENCY & NON EMERGENCY SERVICES. HOURLY RATES FOR EMERGENCY & NON EMERGENCY TREE REMOVAL/PRUNING WILL BE FIRM AND EFFECTIVE FOR THE CONTRACT PERIOD SPECIFIED.

Item #	Qty	Description	Unit price per hour	Extension in figures
46	75 HRS	EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A FOUR (4) HOUR REPOSE TIME	(\$ _____)	(\$ _____)
47	75 HRS	NON-EMERGENCY TREE PRUNINGS/AND OR REMOVAL INCLUDES SKYWORKER, CHIPPER, DUMP TRUCK AND MINIMUM OF TWO (2) WORKERS PER HOUR DAILY WITH A TWO WEEK RESPONSE TIME	(\$ _____)	(\$ _____)

HOURLY RATES: CRANE RENTAL

48	10 HRS	CRANE RENTAL SERVICES REQUIRING USE OF A MINIMUM OF 80' LIFT ON AN "AS NEEDED" BASIS - RATE PER HOUR SPECIFY SIZE OF CRANE: _____	(\$ _____)	(\$ _____)
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HOURLY RATES – TOTAL COST – ITEMS #46-48 – HOURLY RATES:

(\$ _____)

Written Figures

TOTAL COST OF ALL BID ITEMS #1-48:

THE UNDERSIGNED HAS EXAMINED AND HAS CAREFULLY READ THE INFORMATION FOR BIDDERS, THE GENERAL CONDITIONS AND SPECIFICATIONS AND AGREES THAT HE WILL CONTRACT WITH THE CITY OF MIDDLETOWN, CONNECTICUT, IN THE FORM OF A CONTRACT AND HE WILL TAKE IN FULL PAYMENT THEREFORE, **THE SUM OF:**

(\$ _____)

Written figures

If applicable, we (THE CONTRACTOR) acknowledge receipt of the following addendum:

Addendum # 1: _____ Date _____

Addendum # 2: _____ Date _____

AVAILABILITY: We (THE CONTRACTOR) acknowledge that we will be available to the City of Middletown on an "on-call basis" the minimum of sixteen(16) hours per week over the duration of this contract:

_____ (PLEASE INITIAL)

This bid is made with the understanding that it cannot be withdrawn for thirty (30) days after the date set for opening of bids.

Be it understood and agreed that the prices bid for unit quantities of work in the various items shall control in any contract awarded hereon, that the quantities noted are approximate only, being estimated solely for the purpose of comparing bids; and that the products obtained above by multiplying the unit price bid by the estimated quantities, and the total of those products are computed solely for the purpose of checking this proposal and for the convenience of the bidder. The City of Middletown reserves the right to add any new items or to diminish or increase any existing items without, prejudice to the quoted pricing that the total cost of revisions may diminish or increase any unit or the total cost by any amount.

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: **Individual / Sole Proprietor**
(Please Check One) **Limited Liability Company**
 Corporation

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 21)

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition, and
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 agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date: _____

Signed

Company

Address

()
Telephone Number

**CITY OF MIDDLETOWN, CONNECTICUT
CONNECTICUT GENERAL STATUTES, SECTION 31-286a, AS AMENDED**

CONFORMANCE FORM

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

_____ do hereby certify that the

_____ and all of its
Company Name

subcontractors conform to all requirements of the Connecticut General Statutes Section 31-286a, as amended,
concerning workers' compensation insurance requirements for contractors on public works projects.

Signed

Subscribed and sworn to before me this _____ day of _____, 2013

Notary Public

My Commission Expires _____

CITY OF MIDDLETOWN

PUBLIC WORKS DEPARTMENT
BID #2013-019
TERM July 1, 2013 – June 30, 2014
TREE TRIMMING AND STUMP REMOVAL SERVICES

LOCATION: _____ WORK ORDER NO. _____

CONTRACTOR: _____ DATE: _____

P.O. NO. _____

PLEASE EXECUTE THE FOLLOWING WORK ON THE ABOVE CONTRACT, BASED ON CONTRACT HOURLY RATES ON ITEMS NOT LISTED ON THE CONTRACT, THE PUBLIC WORKS DEPARTMENT WILL PAY AND THE CONTRACT WILL ACCEPT THE UNIT PRICES AS LISTED BELOW. WORK IS TO BE COMPLETED WITHIN _____ CALENDAR DAYS OF THE ABOVE DATE.

WORK AS NOTED

TOTAL # TREES: _____

TOTAL # STUMPS: _____

TOTAL COST: _____

RECOMMENDED BY: _____
TREE WARDEN/DEPUTY TREE WARDEN

ACKNOWLEDGED BY: _____
CONTRACTOR

EXHIBIT A - INSURANCE REQUIREMENTS

BID #2013-019 TREE TRIMMING AND STUMP REMOVAL SERVICES PUBLIC WORKS DEPARTMENT

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices

Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insureds on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

INSURANCE LANGUAGE
APPROVED AS TO FORM:

DAWN M. WARNER
RISK MANAGER

June 6, 2013
DATE

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2013-019- Tree Trimming & Stump Removal Services

Return Date: Tuesday, July 2, 2013 at 11:00 AM

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

