

TOWN OF GREENWICH
PURCHASING DEPARTMENT

101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 6833 RFP

ISSUE DATE: 12/13/11

DEADLINE DATE: 1/4/12

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY TREE SERVICES FOR THE TOWN OF GREENWICH

LOCATION TOWN OF GREENWICH

PREQUALIFICATION

STANDARDS/SPECIFICATIONS (ATTACHED)

INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.



Renata Michalski, Buyer

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Bidders shall provide one price for each specified required line item and no more than one total lump sum bid unless allowed to do otherwise by the Request For Bid document. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body 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. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6833 DEADLINE: 1/4/12 AT 3:00 P.M.

TREE SERVICES FOR THE TOWN OF GREENWICH

The Purchasing Department of the Town of Greenwich on behalf of the Parks and Recreation Department is soliciting proposals for tree services (tree pruning, maintenance and removals, etc.) as per the specifications of this RFP.

The intention of this Request For Proposal is to establish a service agreement with a contractor who will, upon request, provide the Town with the services, labor, and materials as described in the specifications of this Request For Proposal. There is no guarantee as to the amount of services, labor, or materials that the Town may purchase during the term of the service agreement. The service agreement will also be utilized by the Griffith E. Haris Golf Course.

The service agreement will have an initial term of one (1) year. In addition there will be four (4) optional years that may be engaged through the mutual consent of both parties on an annual basis.

At the request of the Town, the contractor shall provide quotations for required services, based on the unit prices provided in the Reply Sheets. Upon approval of the quote, the using department shall issue a purchase order to the contractor. Upon receipt of the purchase order the contractor may begin work.

INTRODUCTION

1.0 SCOPE AND INTENT

- 1.1 The Town of Greenwich intends to award a contract to a primary vendor to perform arboricultural services in relation to Town owned trees in Greenwich. Work under this contract if awarded pursuant to the Base Bid shall consist of furnishing all labor, materials, and equipment required to accomplish both scheduled and emergency tree pruning, maintenance work and tree removals. All work shall be performed under the direction of the Superintendent of Parks & Trees Division of the Department of Parks & Recreation in his capacity as Tree Warden.
- 1.2 The Town anticipates the scheduled work required for this contract will require one basic crew or removal crew to be working in the Town throughout the year on a regular basis during the Regular Work Hours. In addition, the Town may require that up to two additional basic crews be supplied for limited duration as circumstances and workload warrant. All work performed by the second and third crews will be compensated at the standard rate unless the premium rate applies as determined by the Town as further provided herein. (See Section 4.0 and 5.0 for definitions of Basic Crew, Removal Crew, Standard Rate and Premium Rate.) The Town will regularly provide the Contractor with a schedule of required pruning and removal work.
- 1.3 The Scope of the contract shall also include work required in emergencies at any time on a twenty-four hour per day, seven days per week basis to protect the public and to facilitate the restoration of essential public services including, but not limited to, highway travel, electrical service or any other work as deemed necessary by the Superintendent of Parks & Trees / Tree Warden.
- 1.4 The scope of the contract also includes response to weather related emergency conditions both during and after the weather event. The awarded vendor must be capable of providing, when necessary and so directed by the Town, up to three (3) emergency crews and equipment to respond to weather related tree damage.
- 1.5 The Town of Greenwich reserves the right to work with its own work force or other contractor(s) as necessary in the event of storm conditions, other emergency conditions and when the primary vendor is unable to perform such work or when the Town deems necessary.
- 1.6 The Superintendent of Parks & Trees / Tree Warden will designate the Deputy Tree Warden as "Contract Supervisor" for all tree work covered by this contract.

2.0 CONTRACT TERM

The initial term of this contract will be for one year. The Town of Greenwich shall have the option to renew the contract for up to four additional one-year terms with no change in the contract terms or conditions. The Town shall retain sole discretion in the exercise of each option to renew. The exercise of each renewal option shall be further subject to the appropriation of necessary funds and satisfaction with present contractor.

BIDDING INFORMATION AND CONTRACTOR REQUIREMENTS

3.0 CONTRACT RATES

- 3.1 Work performed pursuant to this contract will be compensated, as applicable, in the following rate categories.
1. **Standard Rate:** The Standard Rate as quoted by the Contractor on the Bid Form shall apply to all work performed during Regular Work Hours, unless such work meets the criteria for Premium Rate work. (See section 9.1 for clarification of Regular Work hours)
 2. **Premium Rate:** The Premium Rate as quoted by the Contractor on the Bid Form shall apply under the following circumstances:
 - a. Any work which the Town requests the Contractor to commence or perform between 4:30 PM and 8:00 AM Monday through Friday, and anytime on Saturday, Sunday or Town of Greenwich holidays.
 - b. Time spent on standby status as defined herein
 - c. If an extraordinary event requires the Town to call in crews in addition to the three basic crews available pursuant to paragraph 1.2, all crews and equipment working in the Town will be compensated at the Premium Rate until the number of crews required returns to three or fewer.
 - d. Work performed during a declared state of emergency.
 3. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the Town has given prior authorization to treat the work as a Premium Rate work.

4.0 CREW DEFINITIONS AND REQUIREMENTS

- 4.1 Crew Leader – The lead individual on all two person or greater crews. The Crew Leader must have five years of tree climbing, Aerial bucket truck, tree pruning, tree removal experience and general vegetation management experience. Must possess a valid commercial driver's license.
- 4.2 Groundperson – The individual responsible to assist the Crew Leader during all tree maintenance operations. The Groundperson must have prior experience in assisting in tree pruning, tree removal and general vegetation management experience. Must possess a valid commercial driver's license and have the required skills to operate a commercial vehicle. At the Town's sole discretion the requirement of a Commercial Driver's license may be waived.
- 4.3 Log Loader operator (optional) – The individual responsible for operating any required Log loaders or equivalent truck. Must have experience in the use and safe operation of the Log Loader. Must possess a valid Commercial driver's license and any other licenses required by the State of Connecticut. The Log Loader Operator may also be required to be the Crew Leader as outlined later in this section.
- 4.4 Primary Basic Crew – The Primary Basic Crew shall be the crew of workers who are assigned to be in Greenwich on a day to day basis. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with an aerial bucket truck with disc chipper. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels, climbing equipment, rigging equipment and other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities. The Crew Leader on

the Primary Basic Crew may also be a Log Loader Operator. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

- 4.5 Basic Crew – The Basic Crew shall be the crew of workers who are assigned to be in Greenwich from time to time as needed. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with an aerial bucket truck with disc chipper. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities. The Crew Leader of the Basic Crew is not required to be a Log Loader Operator. At the Town’s discretion, the Crew Leader on the Basic crew does not have to be capable of climbing trees or possess a commercial driver’s license. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 4.6 Primary Basic Crew with Log Loader (optional) – The Primary Basic Crew with Log Loader shall be the crew of workers who are assigned to be in Greenwich on a near daily basis. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with an aerial bucket truck with disc chipper supplemented by a Log Loader as deemed necessary by the Contract Supervisor. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels, climbing equipment, rigging equipment and other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities. The Crew Leader on the Primary Basic Crew with Log Loader must also be a Log Loader Operator. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 4.7 Tree Removal Crew – The Tree Removal Crew shall consist of the Primary Basic Crew with Log Loader (optional). Additional personnel may be assigned to the removal crew at the discretion of the Contractor. Regardless of the number of personnel assigned to the crew payment for tree removals will be based on the Diameter at Breast Height of the removed tree, as quoted in the bid form. The Town may, at its option, choose to remove trees using the Primary Basic Crew with Log loader on an hourly basis. If done this will not include the removal of stumps and will be at the sole discretion of the Town. The Contractor will be notified when this is going to occur.
- 4.8 Stump Removal Crew
 - a. When stumps are being removed as part of the contracted removals the crew shall consist of the number of persons deemed necessary by the Contractor, and the required equipment deemed by the contractor to remove stumps. The cost of stumps removed shall be included in the price for tree removal based on the DBH as quoted in the bid form.
 - b. From time to time the Town will also remove stumps not previously included in the removal of a tree(s). When this type of work is required the Town will notify the Contractor that the Town will be requiring a Stump Removal Crew. The Stump Removal crew shall consist of two individual workers, a One-ton Dump Truck, a Stump Grinder, rakes, shovels, brooms, gas blowers, chain saw and other equipment commonly required for stump grinding. Both personnel shall possess a valid driver’s license and be qualified to operate the stump grinder. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 4.9 Log Loader Crew (optional) – The Log Loader Crew shall consist of one individual worker possessing a valid commercial driver’s license and all other required licenses and permits to operate a log loader. This crew shall be equipped with a Log Loader. This crew shall be equipped with chainsaws and other equipment commonly utilized in log loader operations. The Log loader crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 4.10 Chip Truck Crew – The Chip Truck Crew shall consist of one individual worker possessing a valid driver’s license. This crew shall be equipped with a Chip Truck with a disk chipper. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.

- 4.11 Supplemental Crew Member – A Supplemental Crew Member is one individual worker possessing a valid driver’s license. At the Town’s discretion they may add additional crew members to any other crew. This person may be required to perform all manners of tree maintenance, tree emergency work and vegetation management.
- 4.12 Crane Crew (optional) – The Crane Crew Shall consist one individual worker possessing a valid commercial driver’s license and all other required licenses and permits to operate a crane. This crew shall be equipped with a Crane and all other roping and rigging devices required for doing tree work with cranes. The crane crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

5.0 CONTRACT VALUE

- 5.1 All bids shall be based on the quantities set forth on the Bid Form. These quantities shall be used as a basis for the comparison of the bidders’ proposals, and for determining an estimated annual contract value.
- 5.2 While the quantities are based on the Town’s best estimates of work to be performed during the term for this contract, the Town reserves the right to increase or diminish the amount of any class or portion of the actual work in accordance with its actual requirements without change of price per unit.
- 5.3 Nothing herein shall be construed as a guarantee of the quantity of work to be performed under this contract and the Contractor will be paid only for work actually performed pursuant to the contract.

6.0 QUALIFICATION OF BIDDERS

- 6.1 Bidding on this contract shall be limited to individuals, companies, partnerships, and corporations actively engaged in the field of arboriculture.
- 6.2 Bidders shall have a minimum of five years of tree maintenance work and tree care experience.
- 6.3 Bidders shall be required to provide evidence of successful performance of contracts within the past five years similar in scope and size to specifications called for in this contract.
- 6.4 Bidders shall demonstrate competence, experience and financial capability to carry out the full terms of this contract.
- 6.5 Bidders may be required to demonstrate to the satisfaction of the Town as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in Section 13.0 “Equipment Requirements”.
- 6.6 The Town reserves the right, prior to the award of this contract, and any other time during the contract to inspect the serviceability of any and all equipment, which will be used by the Contractor for work, called for in terms of this contract.
- 6.7 It is highly regarded, but not required, that the personnel performing the tree maintenance work be Connecticut Licensed Arborists. At least one member of the contractor’s company must be licensed by the Connecticut Tree Examining Board and maintain a license in good standing. Proof of license will be required at the time of bidding.
- 6.8 Bidders are advised that the Town of Greenwich has adopted an Integrated Pest Management (IPM) policy. Bidders agree that all work of this contract will be performed in accordance with the provisions of the Town’s IPM policy where applicable. A copy of the policy is available upon request
- 6.9 All crews at work in the Town shall have the requisite training concerning work performed on public streets and proper methods to protect the safety of persons and/or property in the vicinity of the pruning, tree removal or stump removal work. Crews shall be equipped with the equipment necessary to maintain public safety in relation to the work being performed, including, but not limited to, work caution materials, such as warning signs, traffic cones, flashing lights, barricades and the like.

7.0 WORK SCHEDULING AND HOURS

- 7.1 Regular Work Hours shall be Monday through Friday from 8:00 AM to 4:30PM. On days other than removal days the contractors crew is required to take one (1) unpaid thirty minute break during the

day. The Contract Supervisor is to be notified prior to this break being taken. **The work crew must be at the first work location of the day no later than 8:30 AM.** The work crew shall not return back to the Tree Department office no earlier than 4:15 PM.

Should the work crew complete all their assigned locations earlier, they are to contact the Contract Supervisor to request additional work. All work performed during Regular Work Hours shall be compensated at the Standard Rate, unless the Town determines in advance that the Premium Rate applies pursuant to the provisions contained herein.

- 7.2 The Contractor's crew shall be required, on a daily basis, to sign a form with the crews arrival time in the morning and ending time in the afternoon. The form and manner of the sign in will be determined by the contract supervisor. Failure of the crew to sign in and sign out will result in the Town not paying for the hours worked by the contractor.
- 7.3 The Town's Contract Supervisor will create daily work orders to schedule and assign the pruning or removal work to be performed.
- 7.4 The Contractor's crew shall be required to turn in the daily work orders to the Contract Supervisor at the end of each work day. The completed locations are to be initialed by the crew foreman. Failure to turn in the daily work orders to the Contract Supervisor may result in the Town not paying for the hours worked by the contractor that day.
- 7.5 The Contractor shall be responsible for maintaining daily communication with the Contract Supervisor in the areas of assigned daily work orders and completion of work orders.
- 7.6 No time shall accrue and no payment shall be made for any time when a vehicle or piece of equipment or employee is not performing its assigned task, regardless of the reason. The Contractor shall be subject to liquidated damages of \$100 per day per crew for failure to meet the agreed minimum crew structure and equipment as set forth in Section 5.0.

8.0 GENERAL STANDARDS

- 8.1 The Contractor's work shall be done in a workmanlike manner and performance thereof and all materials and facilities furnished by him shall be to the satisfaction of the Tree Warden.
- 8.2 All work areas shall be kept in such a manner so as to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private access roads and drives, the Contractor shall provide personnel, barricades, warning signs, cones, flags or other means required by governing rules and ordinances, along with notifying the affected property owner or resident. Driveways are not to be blocked with debris at any time.
- 8.3 In the event the Town's Contract Supervisor determines that a traffic flagging / control is required during the performance of work under this contract, the Town shall arrange for said detail, the cost of which will be borne by the Town. The Town shall have sole discretion to determine when a detail is required.
- 8.4 The Contractor is required to maintain all work areas in a safe fashion, especially during times when a police detail is not required. The Contractor will set up all necessary caution signs, florescent orange color flags, traffic caution cones, etc., at all times while working in the Town.
- 8.5 All wood and brush must be disposed of properly and in compliance with the requirements of Section 16.0, Removal and Disposal of Tree Debris. Any wood left must not block vehicular or pedestrian traffic, and/or access to homes, or other private or public property (except as otherwise directed by the Tree Warden.)
- 8.6 The Contractor shall carefully protect against damage to all existing trees and plants. The contractor shall be liable for any and all damage to such trees, plants, real property and vehicles, and shall replace, repair, restore or provide for returning the same to their original condition, to the satisfaction of the Tree Warden.

9.0 PRUNING AND REMOVAL STANDARDS

9.1 Definitions and Standards

1. Pruning and Removals shall conform to the following:

- a. American National Standards Institute (ANSI): Standard A300-2001 Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance
- b. American National Standards Institute (ANSI): Standard Z-133.1.-2001 Safety Requirements for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and cutting Brush
- c. All other applicable Occupational Safety and Health Administration (OSHA) standards, and state and local regulations.

2. **American National Standards Institute-** (ANSI) is the private, non-profit organization that administers the safety and maintenance regulations for the Tree Care Industry.
3. **Contract Supervisor-** the individual or designated representative responsible for insuring the requirements of this contract are adhered to.
4. **Crown Cleaning-** The removal of dead, diseased, obstructing, split, and/or broken branches that are 1 inch in diameter or greater. Limbs that are susceptible to failure from dense or heavy foliar masses should be thinned.
5. **Crown Raising-** The removal of lower tree branches to allow safe movement of vehicles and pedestrians under the canopy of the tree. Limbs above sidewalks and adjacent property shall be no lower than 8 feet from the ground. Limbs over all roadways shall be no lower than 14 feet from the road surface.
6. **Crown Reduction-** The technique used to reduce the overall mass of the tree by thinning out the top and sides or just removing individual limbs of the tree. Reduction pruning is commonly associated with pruning away from buildings, structures, signs, lights and other overhead obstructions.
7. **Crown Thinning-** The selective removal of branches to increase light penetration and air movement. No more than 25% of the trees living branches shall be removed.
8. **Crown Training-** A pruning process that utilizes all the major pruning types to promote a strong central leader and strong scaffold branches on recently planted trees.
9. **D.B.H.-** Diameter at breast height. The diameter of the tree trunk measured in inches at a point of 4 ½ feet above ground level.
10. **Connecticut Licensed Arborist:** An individual who is qualified to perform arboriculture and is licensed by the Commissioner of Environmental Protection as provided in the Connecticut General Statutes Chapter 451, Section 23-61b and who has passed a comprehensive exam and maintained their certification through the accumulation of continuing education credits.
11. **Occupational Safety & Health Administration-** (OSHA) is the Federal agency responsible for insuring worker safety.
12. Each tree to be pruned shall be serviced according to the following types of pruning, as needed: Crown Cleaning, Crown Raising, Crown Reduction, Crown Thinning and Crown Training.
13. If the Contractor discovers tree(s) which have been marked for pruning, but whose condition is such that removal is warranted, whether due to death, disease, decay, or structural weakness, such tree(s) shall not be pruned and the Contractor shall report these findings to the Contract Supervisor, in writing, within 24 hours, and await the Contract Supervisor's direction before proceeding with work on the particular tree(s) in question.
14. All pruning shall be performed in manner that maintains the natural aesthetic characteristics of the species and variety of trees. No topping or dehorning of trees or stubbing back of branches shall be permitted. All cuts shall be made to a lateral branch a minimum of one third (1/3) the size of the branch being removed, unless otherwise instructed by the Contract Supervisor.
15. The use of climbing spurs or spiked shoes shall not be permitted for pruning trees and their use will result in immediate cancellation of the contract. They are only permitted during tree removal operations and emergency aerial rescue operations.
16. All cuts shall be made sufficiently close to the parent stem so that wound closure can be readily started under normal conditions. Cuts shall never be made through the branch collar. Slab cuts, rip cuts and all other cuts that do not meet the most current edition of the ANSI A300 pruning standard will result in cancellation of the contract.
17. Luminaries and proper elevation over street and sidewalk surfaces to at least the following minimum specifications:
 1. Street/Roads – All branches shall be pruned to allow a minimum fourteen (14) foot clearance over street surface.
 2. Sidewalk/Paths – All branches shall be pruned to allow a minimum eight (8) foot clearance over sidewalks and paths.
 3. Luminaries – Any and all branches extending directly below a street light, limiting the light reaching the street or path shall be removed and all branches shall be cut back to afford a minimum five (5) foot clearance.
 4. House/Building – All branches shall be pruned to allow a minimum of five (5) foot clearance away from homes and buildings, or if possible ten (10) foot clearance where trees will not be severely disfigured due to crown reduction, this shall be determined by the Contractor Supervisor.

18. All limbs over two inches in diameter to be removed shall be pre-cut to prevent splitting. Any branches that would injure the tree or other objects by falling shall be lowered to the ground by proper rigging and rope procedures.
19. Remove one of two crossed or rubbing branches where practical so the removal will not leave large holes in the general outline of the tree.
20. On trees known to be diseased, tools are to be disinfected with alcohol after each cut between trees and where there is known to be a danger of transmitting the disease on tools.
21. Lateral branches as well as occasional water sprouts may be retained. Complete removal of secondary laterals and water sprouts resulting in the stripping of major limbs, will not be permitted.
22. Trees designated to be removed shall be taken down and all leaves, branches and trunks of trees properly disposed of by chipping or removal from the premises.
23. Trees are to be felled in such a manner that does not injure trees to be saved or endangers or harms the public and adjacent property.
24. Removal of all parts of each tree, excluding the stump, shall be completed on the same day that the removal process is started, including the trunk (or butt) of the tree.
25. The size of trees will be determined by the measurement of the diameter at breast height.
26. Stump removal shall consist of grinding the stump and any roots to a depth of eight inches below the surrounding grade and the disposal of the wood waste. The void left after grinding shall be backfilled and graded with stump chips to be level with the surrounding grade. The Contractor shall be responsible for removal and disposal of all remaining stump grindings and all related debris.

10.0 REQUIREMENTS REGARDING PRIVATE PROPERTY

- 10.1 The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the Contractor shall obtain the property owner's permission in writing and shall notify the Contract Supervisor prior to the work. The Contract Supervisor shall provide a permission/indemnification form to be used for this purpose. Each of the Contractor's crews shall have an adequate supply of said forms for use, as necessary, during the conduct of the work.
- 10.2 The Contractor shall be required to deal directly with private citizens with respect to repairing and/or replacing damaged bushes, shrubs, and other damage to private property that may be caused by the Contractor in connection with work performed pursuant to this contract. A report in writing concerning such damage and action taken to correct the damages shall be given to the Tree Warden of the Parks and Recreation Department.
- 10.3 The Contractor shall respond to the Tree Warden within 24 hours in regards to all complaints of damage to private property alleged to have been caused by work performed by the Contractor. In case of such damage, the Contractor shall be required to make arrangements with the homeowner to remedy the damage. The Contractor shall make or effectuate any such repairs within thirty (30) days of the date of the damage, or within such additional time as agreed in writing between the Contractor and homeowner.
- 10.4 Reports of Damage to Private Property Caused by Fallen Trees, Limbs, Branches, etc.: In order to assist the Town in the processing of claims for property damage, the Contractor shall be required to prepare a written report, on a form to be provided by the Tree Warden of Parks and Recreation, as to the condition of a tree in each instance when the Contractor removes a tree and/or limb which has damaged private property including automobiles and damage to residential and commercial property. (Please see attached sample "Tree Incident Report")
- 10.5 The Contractor shall provide written reports and respond to requests by the Tree Warden related to investigations of claims against the Town for property damage and personal injuries claimed to be caused by incidents of falling trees or limbs including, wherever possible, reports of damage caused by trees that fall during storm conditions.

11.0 EQUIPMENT REQUIREMENTS

- 11.1 Equipment used by the contractor in the performance of this contract must substantially meet or exceed the following specifications and requirements:
 1. Disc Chipper (or equivalent)
 - Chipper capacity 12" diameter or greater
 - Noise level 80 decibels at 50' and 360 degrees around chipper unit or less
 - 65 horsepower 4 or 6 cylinder gas or diesel engine

- Chipper feed rate minimum 120 F.P.M. with uniform 5/8" chip capability and automatic feed.
- Approximate chipper unit dimensions:
- Length: 15'
- Width: 6' 10"
- Height: 8' 7"
- Approximate chipper unit weight: 5,400 lbs.
- Chipper cutting disc 42" diameter, solid steel with (2) full knife pockets and (4) double edged knives of high carbon chrome steel A drum-style chipper which meets the essential requirements of the above specifications will be acceptable.

2. Log Loader or Equivalent:

- Model 120E Prentice Log Loader or equal.
- Must be mounted on a rubber tire vehicle with a minimum of 10 wheels.
- Boom must have a minimum reach of 20 feet.
- Prentice Log Loader vehicle must have a solid steel frame enclosure body compartment that is open on top and a opening located in the back.
- The vehicle shall be equipped with necessary lights, including emergency flashing lights for maximum visibility, etc.
- Must meet or exceed all State & Federal department of transportation requirements in reference to the over the road use of a Prentice Log Loader vehicle.
- Must meet or exceed all OSHA safety standards.
- Must have wheel chocks. Must have the latest safety features, safety guards, caution/warning information. Etc. in reference to a Prentice Log Loader vehicle.
- Body capacity must be 30 cubic yards.

3. Insulated Aerial Lift Truck:

- Aerial lift truck may be equipped with dumping chip body (optional).
- Minimum working height, 55' – 6" verified by lift serial number.
- Minimum horizontal side reach, 40' – 5" with full continuous rotation.
- Single fiberglass basket, minimum 300 lbs. Capacity, polyethylene basket liner.
- Safety belt and lanyard
- Hydraulic work tool outlet at fiberglass basket
- Fail safe controls, etc. at aerial lift and base of aerial boom.
- 10 cubic yard dumping chip body
- Dump body must be equipped with a hoist.
- Must have the Dielectric test required annually.

4. Chip truck

- Medium Duty truck with mounted dumping body.
- Minimum GVWR, 17,000 pounds
- Solid steel frame enclosure body compartment that is fully enclosed except for an opening located in the back. Minimum of 10 cubic yards
- Dump body must be equipped with a hoist.
- Tow hitch capable of towing specified chipper or stump grinder

5. Stump Grinder

- Approximate length 167 inches
- Approximate height 78 inches
- Approximate weight 4000 pounds
- 28 inch cutting wheel
- Full protection guards around stump to reduce flying debris
- Cutting wheel Swing Arc 103 inches
- Wheel cut above ground 35 inches
- Wheel cut below ground 25 inches
- Minimum of 75 horse power motor

6. Crane

- Minimum of 30 ton Capacity
- Minimum of 100 feet of crane extension
- Minimum Tip Height 160 feet
- 360 degree working area
- Mounted on suitable, truck with minimum GVWR of 52,000 pounds. Must meet all State, local and Federal requirements for use on public roadways

- 11.2 All vehicles used by the contractor shall comply with safety standards established by the Connecticut Dept. of Motor Vehicles pertaining to the operation and transportation of equipment on public and private ways. All vehicles shall be equipped with required equipment and safety equipment. Additional equipment also required: Gas powered chain saws, Gas powered pole saw, hand pole saw, ropes, climbing equipment and any other equipment commonly utilized in tree work.
- 11.3 All crews shall be equipped with a portable radio with Greenwich frequencies to facilitate direct communication between the Contract Supervisor and the work crews. The portable radio will be supplied by the Town.
- 11.4 The Contractor is responsible for insuring that the upper booms of the aerial lifts are fully insulated and certified at all times. All lower booms must have insulated inserts and certification.
- 11.5 The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition.
- 11.6 The Contractor will be allowed to park its vehicles on Town-owned property. The Contractor shall be solely responsible for security of all of the Contractor's vehicles which are parked on Town property.
- 11.7 The Contractor shall hold harmless and indemnify the Town for all claims, including, but not limited to, claims for property damage and liability in connection with the parking of vehicles on Town property.
- 11.8 The Contractor shall notify the Town immediately if any equipment is out of service and promptly notify the Town once the equipment is back in service. The Contractor shall use all due diligence to promptly effect repairs to out of service equipment and/or to secure alternate equipment if necessary to effectively perform the work of this contract.
- 11.9 The Contractor shall not allow any operator to leave any vehicles/equipment unattended with the motor running.
- 11.10 All employees or agents of the Contractor who are assigned to drive in or operate vehicles shall at all times possess and carry valid commercial vehicle/operator's licenses, as applicable which are required for the operation of such vehicles.

12.0 PERSONNEL REQUIREMENTS

- 12.1 The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only qualified, competent personnel to do the work; and whenever the Town shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this contract. The Contractor is responsible for administering any drug/ alcohol testing of his employees as required by State and Federal agencies. The Contractor must inform the Town with proper documentation that such random testing was performed.
- 12.2 The Contractor shall employ qualified personnel who, when assigned to a work site shall be dressed in suitable work and safety clothing at all times.
- 12.3 The Contractor shall provide his employees with all safety belts, helmets, eye and hearing protection and any other equipment defined as safety items by OSHA and ANSI.
- 12.4 All bidders and work crews shall be qualified to work in or near any and all high voltage electrical, cable, and telephone transmission power lines.
- 12.5 In the event that the Contractor and/or his employees are found to be in violation of applicable safety requirements, the Contractor will be so notified by the Contract Supervisor, or persons designated by him, and said person(s) may order that work be stopped until any and all such violations are corrected.

- 12.6 The Contractor and his employees shall at all times conduct themselves in an appropriate manner. If the Contractor or his employees are not able to answer a question or satisfy a citizen request, then the Contractor shall refer the citizen to the Contract Supervisor or the Tree Warden as may be appropriate in the situation.

13.0 EMERGENCY CONDITIONS

- 13.1 Whenever the Contract Supervisor determines that a damaged or fallen tree requires an emergency response during other than Regular Working Hours, the Contractor shall provide, at a minimum, a basic crew supplemented **with a log loader** (if the Contract Supervisor deems it necessary) , which crew and equipment shall be available on a 24 hour per day, 7 day per week basis.
- 13.2 In the event the Contract Supervisor determines that inclement weather conditions during other than Regular Working Hours create a likelihood of tree damage, he/she may require the contractor to place one or more crews, with required equipment, on standby status. Standby status shall mean that crew and equipment have been dispatched to a designated location within Greenwich and are available for immediate deployment if necessary. The first such crew dispatched will consist, at a minimum, of a basic crew supplemented with a log loader. Additional crews and equipment will be supplied if requested by the Town based on the anticipated severity of the storm. Crews will be expected to remain in Greenwich on standby status for the duration of the weather event, and will be required to respond to any and all work in reference to weather related damage or a pending weather event. Crews will be required to remain in Greenwich until authorized to leave the Town by the Contract Supervisor.
- 13.3 For purposes of emergency dispatch, the Contractor shall maintain a system whereby the Town can contact an employee of the Contractor at a specified telephone number 24 hours per day 7 days a week. The Contractor must supply at least one telephone number to the Town for this purpose. **A telephone answering machine, voice mail or other automated service shall not be an acceptable system for this purpose.** When the usual contact person or number will not be available the Contractor shall provide a back-up person and phone number.
- 13.4 The Town of Greenwich will guarantee the Contractor payment for a minimum of three (3) hours per crew/equipment called in on an emergency or standby basis. The proper forms for emergency work will be supplied to the Contractor by the Contract Supervisor.
- 13.5 Crew and equipment supplied in response to a request for emergency work or standby status must arrive at its designated check-in point, as directed by the Contract Supervisor, within two (2) hours of being called and must be ready to begin operations upon its arrival. The truck is to be completely empty of all tree debris, wood chips, logs and branches. Contractor will not be paid for the time required for crew and equipment to travel to the check in point, without the prior authorization of the Contract Supervisor. (See Section 17.1, Liquidated Damages)
- 13.6 An exception to the response time required in 15.5 may be required when public safety is an issue. The Contract Supervisor reserves the right to impose different or additional requirements for response by the Contractor during emergency situations as public safety may require.
- 13.7 The Contractor will be paid at the Premium Rate for any crew and equipment supplied on an emergency basis outside the Regular Working Hours. The Contractor will be paid at the Premium Rate for any crew and equipment supplied on standby status outside of Regular Working Hours.
- 13.8 In the event weather related tree damage requires an extensive clean-up effort the Town may require the Contractor to supply crews and equipment in addition to the three basic crews available pursuant to the agreement **within 24 hours of the start of the weather event.** The Contractor shall supply up to 3 additional crews, including appropriate support equipment (prentice loader and operator, etc.), if required, as determined by the Contract Supervisor.
- 13.9 In the event weather related clean up requires crews in addition to the three basic crews available at the Standard Rate, the Contractor will be paid the Premium Rate for **all** crews and equipment working in the Town until the number of crews required returns to three or fewer.
- 13.10 The Town shall not pay for the use of any additional administrative personnel or personnel in addition to that required herein without prior written consent of the Contract Supervisor.
- 13.11 The Town of Greenwich reserves the right to call in additional contractors or use its own work force during emergency conditions as needed or at anytime as deemed necessary by the Contract Supervisor.

14.0 REMOVAL AND DISPOSAL OF TREE DEBRIS

- 14.1 The Contractor shall be responsible for the immediate removal of all debris resulting from the work at each job site. Each job site is to be left in a condition equal to that which existed prior to

the execution of work order. The Contractor shall be solely responsible for disposal of all tree debris, provided, however, that wood chips and additional tree debris or tree material may be brought to the Waste Disposal Facility on Holly Hill Lane during the facility's regular operating hours.

- 14.2 The Contractor shall not deliver a load of chips or other tree debris or tree material to the Waste Disposal Facility on Holly Hill Lane until the Contract Supervisor has secured the authorization of the Tree Warden and communicated such authorization to the Contractor. The Contract Supervisor will be responsible for arranging for a landfill attendant to be on site before a load is delivered.
- 14.3 All brush, trimmings, clippings, branches and small limbs are to be chipped in the field. All tree materials that can be chipped should be processed in this manner. The chips shall be dumped at the designated area at the Holly Hill facility as directed by the landfill attendant. The wood chips should not be contaminated with trash, dirt, stumps, butts, or any other unchipped material. **The Town reserves the right to refuse debris that does not conform to this provision.**
- 14.4 It will be strictly forbidden for the Contractor to dispose of any material at the Waste Disposal Facility on Holly Hill Lane which is found to be material other than wood chips, tree debris and/or tree material **resulting from work for the Town of Greenwich.** In the event that the Contractor is found to have violated this provision, as determined by the Tree Warden, the Contractor shall be instructed to remove said debris immediately at the Contractor's sole expense and the Contractor shall be subject to liquidated damages in the amount of five hundred dollars (\$500.00) per incident.

15.0 LIQUIDATED DAMAGES

- 15.1 The Town shall be entitled to assess liquidated damages against the Contractor for its failure to respond to emergency conditions within two hours as required under Section 16.5. The contractor agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by Greenwich in the event the Contractor fails to respond within two hours. The liquidated damages are \$100.00 for every hour, or portion of every hour, that the Contractor is late. The Town shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount

Bidder Reply

Bidders are to respond to this Request For Proposal by completing the attached Reply Sheets. Bidders shall indicate their pricing, and all other required information on the Reply Sheets. The pricing on the Reply Sheets shall be complete and shall include the costs of all shipping, delivery, insurance, certificates, permits, etc.

The pricing on the Reply Sheets shall represent the prices and rates that shall be in effect for the entire first year of the service agreement. Bidders shall also indicate if there may be increases in pricing for the optional years of the service agreement. If price changes are possible in the option years, bidders shall indicate the maximum percentage of the potential increases or decreases on the Reply Sheets.

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by an addendum. Addenda will be posted to the Town's website (www.greenwichct.org/bids) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No other notification of addenda issuance will be made other than on the Town's website.**

Modification or Withdrawal of Proposals

A bidder wishing to withdraw a proposal may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who has signed the Reply Sheets. The Town will verify that the signature on the letter matches the signature on the Reply Sheets. If the request to withdraw is made prior to the deadline, the Town will open the proposal to verify that the signatures match.

The Town will also verify the request to withdraw the proposal by calling the bidder at the telephone number supplied on the Reply Sheets.

After the Town is satisfied that a request to withdraw a proposal is valid, the proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or if the withdrawal is made before the deadline, the bidder may modify the proposal and resubmit a proposal before the deadline.

If bid security is required and a bidder withdraws the proposal after the deadline the bid check shall become the property of the Town or if a bid bond was furnished the bid bond shall become payable to the Town.

Packaging

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of proposals that are not properly labeled.

Price Guarantee

Proposals will remain in effect for a minimum period of sixty (60) days from the deadline for submission of the proposal.

Payments

The Town of Greenwich shall make payment net thirty (30) days of receipt of invoice, submittal of documentation, and acceptance of the products and or services.

Taxes

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or State of Connecticut, and such taxes shall not be included in the proposal prices.

Contract Format

The Town of Greenwich has included as part of this request for proposal, **Exhibit C**, the service agreement contract format to be used for this service. In order to be considered by the Town, any exceptions to the language included in the Town's contract format must be declared in the Exceptions area of the Reply Sheets.

Insurance Requirements

The awarded bidder will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this request for proposal. Upon award, the Acord certificate of insurance form must be completed by the bidder's insurance agent/broker and submitted to the Purchasing Department. The Town of Greenwich must be added as an additional insured on the Acord form. The signing agent/broker must also certify in writing that the Town of Greenwich has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the Town's Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B. The same authorized representative who signs the Acord form must sign the letter as well.**

The Acord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.

The bidder **should submit with the proposal** the signed, original "**Insurance Procedure**" form, **page 21**, which states that the contractor agrees to provide the specified insurance coverage for this contract at no additional charge above any insurance charge declared in the proposal.

The contractor shall be responsible for maintaining the specified insurance coverages in force to secure all of the contractor's obligations under the contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current Connecticut White List of the State of Connecticut Insurance Department.

Reservation of Rights

The Town of Greenwich reserves the right to reject any and all proposals not deemed to be in the best interest of the Town, or to accept that proposal which appears to be in the best interest of the Town.. The Town reserves the right to waive any and all formalities, or to reject any or all proposals or any part of any proposal. The Town reserves the right to award this contract as a lump sum or on a line-by-line basis. The Town reserves the right to award more than one contractor.

Cancellation of Award/Contract

If the contractor fails to perform or observe any material term or condition of the proposal or service agreement and such failure continues for thirty (30) days after the contractor's receipt of written notice, the Town of Greenwich may cancel the service agreement without liability for cancellation/termination charges.

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6833 DEADLINE: 1/4/12 AT 3:00 P.M.

TREE SERVICES FOR THE TOWN OF GREENWICH

REPLY SHEET (Page 1 of 7)

Please note that it is the responsibility of all potential bidders to check the Town's website, "greenwichct.org/bids" for any addenda that may be issued. In addition to changing specifications, addenda can change times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. No other notification of addenda issuance will be made other than on the Town's website.

Indicate unit price for each service and the extended total price, based on the estimated quantity provided below.

BASE BID:

Item Estimated

Quantity Unit Price Total price

	Est. Qty	Unit Price	Total Price
1. Primary Basic Crew Standard Rate per hour	1000	\$ _____	\$ _____
2. Primary Basic Crew Overtime Rate per hour	100	\$ _____	\$ _____
3. Primary Basic Crew Standard Rate with Log Loader per hour	25	\$ _____	\$ _____
4. Primary Basic Crew Overtime Rate with Log Loader per hour	40	\$ _____	\$ _____
5. Basic Crew Standard Rate per hour	40	\$ _____	\$ _____
6. Basic Crew Overtime Rate per hour	8	\$ _____	\$ _____
7. Log Loader (optional) Standard Rate per hour	40	\$ _____	\$ _____
8. Log Loader (optional) Overtime Rate per hour	60	\$ _____	\$ _____
9. Stump Removal Crew Standard Rate per hour	20	\$ _____	\$ _____
10. Stump Removal Crew Overtime Rate per hour	8	\$ _____	\$ _____

Respondent's Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6833 DEADLINE: 1/4/12 AT 3:00 P.M.

TREE SERVICES FOR THE TOWN OF GREENWICH

REPLY SHEET (Page 2 of 7)

11. Chip Truck Crew Standard Rate per hour	40	\$ _____	\$ _____
12. Chip Truck Crew Overtime Rate per hour	8	\$ _____	\$ _____
13. Supplemental Crew Member Standard Rate per hour	16	\$ _____	\$ _____
14. Supplemental Crew Member Overtime Rate per hour	16	\$ _____	\$ _____
15. Tree Removal including Stump 6"-11" per tree	10	\$ _____	\$ _____
16. Tree Removal including Stump 12"-17" per tree	15	\$ _____	\$ _____
17. Tree Removal including Stump 18"-23" per tree	50	\$ _____	\$ _____
18. Tree Removal including Stump 24"-29" per tree	40	\$ _____	\$ _____
19. Tree Removal including Stump 30"-35" per tree	15	\$ _____	\$ _____
20. Tree Removal including Stump 36"-41" per tree	10	\$ _____	\$ _____
21. Tree Removal including Stump over 41" per tree	5	\$ _____	\$ _____
22. Tree Removal not incld. Stump 6"-11" per tree	10	\$ _____	\$ _____
23. Tree Removal not incld. Stump 12"-17" per tree	15	\$ _____	\$ _____
24. Tree Removal not incld. Stump 18"-23" per tree	50	\$ _____	\$ _____
25. Tree Removal not incld. Stump 24"-29" per tree	40	\$ _____	\$ _____
26. Tree Removal not incld. Stump 30"-35" per tree	15	\$ _____	\$ _____
27. Tree Removal not incld. Stump 36"-41" per tree	10	\$ _____	\$ _____
28. Tree Removal not incld. Stump over 41" per tree	5	\$ _____	\$ _____

Respondent's Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6833 DEADLINE: 1/4/12 AT 3:00 P.M.

TREE SERVICES FOR THE TOWN OF GREENWICH

REPLY SHEET (Page 3 of 7)

ALTERNATE #1

Crane Crew

Crane Crew Standard Rate per hour 8 \$ _____ \$ _____

Crane Crew Overtime Rate per hour 8 \$ _____ \$ _____

ALTERNATE #2

Aerial Lift Truck greater than or equal to 75 ft. height

Standard Rate per hour 25 \$ _____ \$ _____

Overtime Rate per hour 8 \$ _____ \$ _____

ALTERNATE #3

Disk chipper with hydraulic loader and a capacity greater than 15" diameter wood

Standard Rate per hour 25 \$ _____ \$ _____

Overtime Rate per hour 8 \$ _____ \$ _____

Respondent's Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6833 DEADLINE: 1/4/12 AT 3:00 P.M.

TREE SERVICES FOR THE TOWN OF GREENWICH

REPLY SHEET (Page 4 of 7)

Bidder shall indicate below if pricing may either increase or decrease in the optional years of the service agreement:

_____ Yes, pricing may increase or decrease in the option years.

_____ No, pricing will not increase or decrease in the option years.

If pricing may increase or decrease in the option years, bidder shall indicate below the maximum percentage of the potential increases or decreases for each optional year.

Option Year	Maximum Labor Price Increase (if any)	Maximum Materials Price Increase (if any)	Maximum Labor Price Decrease (if any)	Maximum Materials Price Decrease (if any)
1	%	%	%	%
2	%	%	%	%
3	%	%	%	%
4	%	%	%	%

EXCEPTIONS

Bidder shall indicate below any exceptions taken to the language of this Request For Proposal and/or to the language of the attached service agreement:

Respondent's Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6833 DEADLINE: 1/4/12 AT 3:00 P.M.

TREE SERVICES FOR THE TOWN OF GREENWICH

REPLY SHEET (Page 5 of 7)

REFERENCES

Bidder shall list below the names and telephone numbers of five customers/references for which they have provided products and services similar to the ones described in this RFB:

REFERENCE	CONTACT NAME	TELEPHONE #

Bidder shall list below any subcontractors that may be used to provide this service:

SUBCONTRACTOR NAME	CITY, STATE	TYPE OF BUSINESS

Respondent's Name _____

Authorized Signature _____

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6833 DEADLINE: 1/4/12 AT 3:00 P.M.

TREE SERVICES FOR THE TOWN OF GREENWICH

REPLY SHEET (Page 6 of 7)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

RESPONDENT INFORMATION:

RESPONDENT NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TAXPAYER IDENTIFICATION NO. _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH

REQUEST FOR PROPOSAL #6833 DEADLINE: 1/4/12 AT 3:00 P.M.

TREE SERVICES FOR THE TOWN OF GREENWICH

REPLY SHEET (Page 7 of 7)

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

2. DEFINITION. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. GIFTS AND FAVORS. No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. IMPROPER INFLUENCE. No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

COMPANY NAME _____

**TOWN OF GREENWICH
INSURANCE PROCEDURE**

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.

Signature

Date

Contractor

Insurance Requirement Sheet

EXHIBIT A

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:**
- 1. **Commercial General Liability.**
 - 2. **Town as additional insured.**
 - 3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Other (Builder's Risk, etc.): _____.**
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.**

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Joan T. Sullivan, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Type Name
Authorized Representative for all companies listed in the Acord form

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, executed this _____ day of _____ in the year Two Thousand Eleven, (herein referred to as the "Agreement") by and between the Town of Greenwich, Connecticut, (hereinafter referred to as "Town"), acting through _____ hereunto duly authorized, and _____, (hereinafter referred to as "Contractor") acting through _____ (insert name of individual) duly authorized.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS:

Wherever the words hereinafter defined or pronouns used in their stead occur in the Agreement Documents, they shall have the following meaning:

"Contractor" shall mean the person or organization identified as such in this Agreement and shall include his authorized representative.

"Contracting Officer or Agency" shall mean that official of the Town which awards the contract, executes the Agreement and any Purchase Order(s) pursuant to this Agreement, and is the Town's authorized representative.

"Work" shall mean the provision of equipment and labor to complete Purchase Order.

The Contractor's Bid (attached hereto as Exhibit B) as accepted by the Town, the Contract Conditions and Specifications and all addenda and amendments to any of the foregoing, collectively constitute the Agreement Documents, and are sometimes herein referred to as the "Agreement".

2. **DESCRIPTION OF WORK:**

See description of work as noted below. Any additional work is to be performed pursuant to Purchase Order(s) issued referencing the appropriate Service Agreement number.

3. PAYMENT AND PERIOD:

Base Contract period is: through .
First option year is: through .
Second option year is: through .
Third option year is: through .
Fourth option year is: through .

The Contractor shall invoice the Town on a services rendered basis.

Such payments will be made by the Town net 30 for all services actually rendered, and the acceptance by the Contractor of any such payment shall be a release to the Town of all claims and all liability to the Contractor in connection with the Agreement, arising during the period for which payment is made. No payment, however, shall operate to release the Contractor or its sureties or insurers from any obligation under the Agreement to be entered into or any insurance policies issued in connection with said contract. Payment shall be made on the basis of unit price and/or hourly rate as noted in the Contractor's Bid (attached hereto as Exhibit B). The initial contract amount shall be the amount noted on the face sheet of this Agreement. Payment for additional work performed pursuant to Purchase Order(s) shall be in the amount stated on such Purchase Order(s).

4. PERFORMANCE MAINTENANCE AND PAYMENT BOND:

The Contractor shall, simultaneously with the signing of this Agreement, furnish the Town with the executed Performance, Maintenance and Payment Bond of a surety company authorized to do business in the State of Connecticut, and acceptable to the Town, in the sum of the full amount of the Contract obligation in the form provided by the Town.

The above is only required for contracts exceeding \$100,000.00.

5. INSURANCE:

The Contractor shall take out and maintain during the life of this Agreement the types and amounts of insurance as are set forth in the attached Exhibit A. At the time of the signing of this Agreement by the Contractor, the Contractor shall furnish the Town with a completed certificate of insurance on the Town form that is included in the attached Exhibit A evidencing such coverage.

6. CONTRACTOR AN INDEPENDENT CONTRACTOR:

Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

7. **STANDARD OF OBLIGATION AND SERVICE:**

Any conflict between this Agreement and any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal shall be resolved in favor of this Agreement, with the exception that any provision of any Invitation To Bid, Request For Proposal, bid or response to Request For Proposal, that is attached as an Exhibit to this Agreement, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Agreement.

8. **TERMINATION:**

The Town may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

9. **DEFECTIVE WORK:**

The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Agreement. Defective work shall be corrected and unsuitable materials, equipment apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment.

10. **GUARANTEE:**

The Contractor guarantees that the work and services to be performed under the Agreement and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and materials, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the Agreement during such one year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

If the manufacturer's warrantee for equipment and materials installed is greater than the one year period for warrantee specified above, the warrantee will be passed through to the Town. Upon completion of the project by the Contractor and acceptance by the Town, all warrantees will be passed through to the Town and all paperwork turned over to the Town.

11. COMPLIANCE WITH LAWS:

The Contractor shall keep himself fully informed of all existing and future federal, state and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or other Agreement Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Town in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all claims, demands, suits proceedings, liabilities, judgments, penalties, losses, damages costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

12. INDEMNITY:

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Town any of his respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings; and provided that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees against any such damages occasioned solely by acts or omissions of the Town other than supervisory acts or omissions of the Town in connection with the Work.

13. CLAIMS FOR DAMAGES:

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained whichever date is the earlier, file with the Contracting Officer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such

alleged damages. Within ten (10) days after the timely filing of such statement, the Contracting Officer shall file with the appropriate department of the Town, one copy of the statement, and shall file with the Town and the Contractor his determination thereon. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Town or its agents, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the provisions of this paragraph.

14. ABANDONMENT OF THE WORK OR OTHER DEFAULT:

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the Agreement or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Agreement, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Agreement, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Town may designate; and the Town may, upon giving such notice, by Agreement or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the work. The Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion the Town may for itself or for any Contractors employed by the Town take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this subsection shall be charged against the Contractor and deducted and/or paid by the Town out of any moneys due and payable or to become due or payable under the Agreement to the Contractor; in computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Agreement if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all

payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

15. LIABILITY OF TOWN:

No person, firm or corporation, other than the Contractor, who signed this Agreement, shall have any interest herein or rights hereunder. No claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money except as herein provided.

16. CLAIMS:

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

18. PERMITS:

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, Town, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

19. NOT TO SUBLET OR ASSIGN:

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Agreement or sublet the Work or any part thereof without the previous written consent of the Town, and shall not assign any of the moneys payable under the Agreement, or his claim thereto, unless by and with the like written consent of the Town. Any assignment or subletting in violation hereof shall be void and unenforceable.

20. EMPLOY COMPETENT PEOPLE:

The Contractor shall employ only competent people on the Work and shall not employ people or means which may cause strikes, work stoppages and/or disturbances by workmen employed by the Contractor, any subcontractor, the Town, the Contracting Officer or any other contractor. Whenever the Contracting Officer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the Agreement, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Contracting Officer.

21. PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE:

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee or welfare fund, as defined in subsection (H) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

The provisions of this section shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public project is less than one hundred thousand dollars (\$100,000).

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website. The annual adjustments will be posted on the Department of Labor's web page: www.ctdol.state.ct.us. For those without internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

22. PAYMENT OF SUBCONTRACTORS:

As required by Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Town for work under this Agreement, the Contractor shall pay any amount due any subcontractor, whether for labor performed or materials furnished when such labor or materials have been included in a requisition submitted by such Contractor and paid by the Town.

The general contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any if its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

23. NON-CONNECTICUT CONTRACTORS

THE FOLLOWING IS NOT REQUIRED FOR REPAIR WORK. THE FOLLOWING ONLY APPLIES TO CONTRACTORS LOCATED IN STATES OTHER THAN CONNECTICUT AND FOR PROJECTS INVOLVING RENOVATION OR NEW WORK.

In the event a service agreement is established between the Town and a non-Connecticut contractor and renovation work or new work is required, the following procedure shall be followed:

1. The nonresident contractor shall provide the Town with a written quotation in the full amount of the project.
2. Upon approval of the quotation by the Town, the Town will issue a purchase order if needed and the following shall be followed:
3. Pursuant to Connecticut General Statutes § 12-430(7), as amended by Public Act No. 03-147 (An Act Concerning Sales Tax Bond Requirements For Nonresident Contractors) and Public Act No. 03-6 (An Act Concerning General Budget And Revenue Implementation), Sec.76, a nonresident contractor shall furnish the Department of Revenue Services (DRS) a

guarantee bond for 5% of the total amount of the purchase order using Form AU-766, copy attached. This form is also available on the State's web site, <http://www.ct.gov/drs/cwp/view.asp?a=1509&q=270990&drsPNavCtr=#41307>

The nonresident contractor must have completed and submitted to the DRS Form REG-1, *Business Taxes Registration Application*, to register with the DRS and have been issued a Connecticut Tax Registration Number. A copy of this form is attached. This form is also available on the State's web site, <http://www.ct.gov/drs/cwp/view.asp?a=1509&q=266240>, for the purpose of online registration.

The nonresident contractor has 120 days from the commencement of the contract to file the guarantee bond. As soon as the guarantee bond is filed with the DRS, a copy of such guarantee bond together with the nonresident contractor's Connecticut Tax Registration Number shall be submitted to the department that issued the purchase order/change order/supplement by the nonresident contractor

After the nonresident contractor receives a Certificate of Compliance from the DRS confirming that the guarantee bond requirement has been met, the nonresident contractor shall submit a copy of said form, referencing the service agreement, to the department that issued the purchase order/change order/supplement.

If the copy of the Certificate of Compliance is not received by the department that issued the purchase order within 120 days from the commencement of the purchase order, the Town will be obligated under law to withhold payment in the amount of 5% of the purchase order total, including the price of all add-ons, and remit the amount as a deposit to the DRS not later than 30 days after the completion of the purchase order.

The Town will also be obligated to withhold 5% from each contractor's invoice if the contractor has invoiced the Town before 120 days from the commencement of the purchase order and has not supplied the Town with a copy of the Certificate of Compliance.

4. This procedure shall be followed each time renovation work or new work is ordered based on a service agreement with a nonresident contractor.

24. EMPLOY SUFFICIENT LABOR AND EQUIPMENT:

If in the sole judgment of the Contracting Officer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Contracting Officer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Contracting Officer deems necessary to enable the Work to progress properly.

25. INTOXICATING LIQUORS:

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

26. ACCESS TO WORK:

The Town, the Contracting Officer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

27. EXAMINATION OF WORK:

The Contracting Officer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Agreement, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

28. PRICES FOR WORK:

The Town shall pay and the Contractor shall receive the prices stipulated in the pricing schedule of the Contractor's Bid (attached hereto as Exhibit B) made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Agreement, for the base contract period.

The pricing schedule established in the bid for the first and second option years shall be implemented upon mutual agreement of both parties to extend the term of the Service Agreement for additional one year increments.

29. GOVERNING LAW:

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

IN WITNESS WHEREOF, the parties of this AGREEMENT have hereunto set their hand and seals the day first above written.

Dated at Greenwich, Connecticut,
this _____ day of _____ 2011.

Witnessed by:

THE TOWN OF GREENWICH

By _____ L.S.
Its _____

Witnessed by:

THE CONTRACTOR

By _____ L.S.
Its _____

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ (name of person acknowledged)

Notary Public
My Commission Expires:

FOR A CORPORATION:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2011 by _____ name and title of officer/agent of _____ name of corporation a _____ State or place of incorporation corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

FOR A PARTNERSHIP:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, by _____ acknowledging partner or agent partner (or agent) on behalf of _____, a partnership. name of partnership

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, by _____ name and title of position

Notary Public
My Commission Expires: