

**TOWN OF MIDDLEBURY  
NOTICE OF BID**

**Municipal Tree Trimming and Removal**

The Town of Middlebury invites bids for municipal tree removal on a as needed basis. Bids will be received by Connie Brunswick, Finance Assistant, Middlebury Town Hall, 1212 Whittemore Road, Middlebury, Connecticut, until **1:00 pm on May 15, 2015**, at which time they will be publicly opened and read aloud in the Conference Room on the third floor of the Town Hall.

All information for Bidders, Bid Proposal Form and Specifications may be obtained or examined Monday – Friday from 9:00am to 3:00pm at the Finance Department, 1212 Whittemore Road, Middlebury, Connecticut 06762. Proposals must be submitted on the forms provided and submitted in a sealed envelope plainly marked "**Spring Bids – Municipal Tree Trimming and Removal 2015**".

To receive consideration, bids must be delivered to no later than the day and hour mentioned above. The Town of Middlebury reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Middlebury. The successful contractor will be required to provide a Certificate of Insurance naming the Town of Middlebury as an additional insured, and a completed W-9 form. All bids will be considered valid for a period of sixty (60) days from the date and time of opening.

**INFORMATION FOR BIDDERS**

**BID OPENING DATE:**

- All bids must be in a sealed envelope and received prior to the bid opening. Bids will be opened and read aloud at the Conference Room on the third floor of Town Hall, 1212 Whittemore Road, Middlebury, CT. 06762.

**PREPARATION OF PROPOSALS:**

- Proposals must be made on the forms provided herein. All spaces in the Bid Proposal must be filled in correctly.
- The Bidder must present the prices for which he proposes to complete each item of the work contemplated. The Bidder shall sign his Proposal, if the Bid Proposal is made by a firm, partnership, or corporation, the Bid Proposal must be signed by an official of the firm, partnership, or corporation that has authorization to sign contracts, and must include the business address and business telephone number, partnership, or corporation, failure to do so may disqualify the bid.
- The Town of Middlebury is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.
- Corrections and/or modifications to bid proposals received after the closing time specified will not be accepted.

- Each Bid Proposal must be submitted in a sealed envelope clearly marked on the outside "**Spring Bids – Municipal Tree Trimming and Removal 2015**" and addressed to:

Connie Brunswick, Finance Assistant  
Town of Middlebury  
1212 Whittemore Road  
Middlebury, CT 06762

#### **SUBMISSION OF BID PROPOSALS:**

- All bid proposals and literature shall be submitted on/attached to the proposal form contained herein.
- Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.
- Bid proposals shall be delivered by traditional method of mail or hand delivery. **Bid proposals delivered via fax will not be considered or accepted!**

#### **BID WITHDRAWAL:**

- Bidders may withdraw their proposals at any time prior to the bid opening date. Withdrawals of bids shall be in writing and formally received, dated and time stamped and be recorded by the Lawrence Hutvagner, CFO prior to the date and time of the bid opening.
- No Bidder shall withdraw, cancel or modify their proposal for a period of sixty (60) days after the bid opening.

#### **BIDDER QUALIFICATIONS:**

- In determining the qualifications of a bidder, the Town of Middlebury may consider a contractor's record in the performance of any contracts for similar work into which he may have previously entered.
- The Town expressly reserves the right to reject the bid of any bidder if it is disclosed that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.
- The Town may make such investigation as they deem necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

#### **DISQUALIFICATION OF BIDDERS:**

- More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for

the same work will cause the rejection of all proposals in which such Bidder is interested.

- Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work.
- Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

**UNIT PRICING:**

- For bidding purposes, the work has been subdivided into per hour unit pricing.

**PAYMENT:**

- The Contractor's daily reports shall include information such as Job/Street Name, Address or Location Reference (example – CL&P pole number), Type, Girth and Condition of the tree(s) and a Reference to the Corresponding Purchase Order Number.
- In consideration of the faithful performance by the Bidder of all covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice.
- Bid prices will be considered as **NET**, if no discount is shown.
- The successful bidder shall submit invoices to the following address:  
Town of Middlebury  
Accounts Payable Dept.  
1212 Whittemore Road  
Middlebury, CT 06762

**IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT.**

- Notification of the bid award will be made by issuance of a "Bid Acceptance" letter.
- Bidders are to list their bids on the appropriate attached sheet. Bidders may attach a letter of explanation but a clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation is attached.

**SALES TAX:**

- The Town of Middlebury will furnish the successful Bidder with the sales tax exemption authorization number.

**CARE AND PROTECTION OF PROPERTY:**

- The Successful Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way.

- The Successful Bidder shall make good any damages to public or private property at their own expense and to the satisfaction of the Town. There shall be no additional compensation from the Town for the repair or restoration of damaged property or vehicles owned by or caused by the successful bidders work.

**RIGHT TO ACCEPT / REJECT:**

- After review of all factors, terms and conditions, including price, the Chief Financial Officer of the Town of Middlebury reserves the right to reject any and all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Middlebury.

**INSURANCE REQUIREMENTS:**

- A. Commercial General Liability:
  - Each Occurrence: \$1,000,000
  - Personal/Advertising Injury per Occurrence: \$1,000,000
  - General Aggregate: \$2,000,000
  - Product/Completed Operations Aggregate \$2,000,000
  - Fire Damage Legal Liability \$ 100,000
- B. Automobile Liability:
  - Each Accident: \$1,000,000
  - Hired/Non-Owned Auto Liability \$1,000,000
- C. Owners, Contractors Protective Liability, \$1,000,000 per occurrence. The contractor will provide the Town with an original document of the full policy.
- D. Worker's Compensation and Employer's Liability as required by the State of Connecticut.
- E. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.
- F. The "Town of Middlebury" shall be named as additional insured on the contractor's general liability and automobile liability Certificate of Insurance. Said certificate shall clearly indicate service provided or some easily identifiable reference to the relationship to the Town of Middlebury and indicate a thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- G. All insurance is to be provided by a company authorized to issue such insurance.

**GUARANTEE:**

- The Successful Bidder shall unconditionally guarantee their bid for a period of one (1) year from July 1 to June 31.

**NONDISCRIMINATION IN EMPLOYMENT:**

- The Town of Middlebury is an Equal Opportunity Employer and the successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law.

**SCOPE OF WORK:**

**Description:**

- The work covered by this specification consists of furnishing all supervision, labor, tools, equipment and materials necessary to perform all operations in connection with public tree removal or tree trimming on Town property or within Town right of ways as directed by the Director of Public Works. It is the responsibility of the successful bidder to insure no damage to private property or passing vehicles is caused from the work or workers.

*(See section on Care and Protection of Property above)*

**WORKING HOURS:**

- The contractor shall be allowed to schedule work hours between 7:00am and 3:00pm, Monday through Friday. Work during other hours may be allowed but only as authorized by the Director of Public Works.

**WORKMANSHIP:**

- All workmanship shall be of the highest quality. Any workmanship determined to be below the highest standards of the Town of Middlebury will not be accepted.

**CONDITIONS:**

- It is understood that the tree removal and trimming services as described herein may be required immediately following a major storm, ice storm, snow storm or high wind event. It is also understood that weather conditions immediately following a storm are often not ideal but the successful bidder may be required to report to work for the Town as soon as it is safe to do so following a major storm.

**AVAILABILITY AND RESPONSE:**

- In the event of a declared emergency or natural disaster within the State of Connecticut, which is expected to be temporary in nature, the Town of Middlebury reserves the right to request the services called for in this bid from the Contractor. The Contractor shall make their best effort to provide the services at the time and in the manner specified by the Town of Middlebury. From the time a request for services is made the contractor shall acknowledge the request by telephone call to the Director of Public Works within two (2) hours. If the Contractor is unable to respond or provide the services requested, the Town of Middlebury reserves the right to procure said services from another source. Contractors may be called upon to perform under emergency circumstances and shall supply their services in a timely manner such that time is of the essence.

**PAYMENT:**

- Payment shall be according to the unit price bid proposed and shall be considered complete payment for the entire crew per hour. Copies of the daily job reports, clearly signed by an authorized representative of the Middlebury Public Works Department shall be submitted with the invoices. Hours or days that are invoiced but are not reflected by a signed corresponding daily job report will not be considered for payment.

**TRAFFIC CONTROL:**

- All necessary flagmen, signage and neighborhood notification of intended work shall be the responsibility of the Town.

**QUESTIONS**

- Questions pertaining to scope of work should be emailed to Dan Norton, Public Works Director, at [dnorton@middlebury-ct.org](mailto:dnorton@middlebury-ct.org)
- To request copies of bid specs, please email Connie Brunswick, Finance Assistant, at [cbrunswick@middlebury-ct.org](mailto:cbrunswick@middlebury-ct.org)

# Town of Middlebury

## BID PROPOSAL SHEET Municipal Tree Trimming and Removal

ITEM	DESCRIPTION	HOURLY PRICE
3 Person Tree Trimming or Removal Crew	1 - Aerial Lift / Chip Unit with Operator	\$
	1 - Chipper	
	2 - Other Crew w/all tools	
	Adaquate Supervision	
4 Person Difficult/Large Tree Removal Crew	1 - Aerial Lift / Chip Unit with Operator	\$
	1 - Chipper	
	1 - Crane with Crane Operator	
	2 - Other Crew w/all tools	
	Adaquate Supervision	

BIDDER'S BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Print Name)

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REFERENCES:**

**Please list three references of State or Municipal work performed within the last 3 years.**

---

Reference #1 Name

---

Street

---

City State Zip Code

---

Contact (Please Print) TELEPHONE

---

Reference #2 Name

---

Street

---

City State Zip Code

---

Contact (Please Print) TELEPHONE

---

Reference #3 Name

---

Street

---

City State Zip Code

---

Contact (Please Print) TELEPHONE