



**DEPARTMENT OF FINANCE  
PURCHASING DIVISION**

April 1, 2016

**REQUEST FOR PROPOSALS**

The City of Norwalk Purchasing Department hereby invites qualified Firms to submit sealed proposals for the Supply & Planting of TREES & SHRUBS for the Department of Public Works, Parks, Recreation Department, and various other departments as needed. Your firm has expressed interest in providing these services. Below is an outline of some of the requirements that apply to this project.

<b>PROJECT NUMBER:</b>	<b>3673</b>
<b>DEADLINE :</b>	<b>2:00 PM, April 20, 2016</b>
<b>BID TITLE :</b>	<b>SUPPLY &amp; PLANTING of TREES &amp; SHRUBS</b>
<b>SITE LOCATION:</b>	<b>Norwalk Public Works Center 15 South Smith Street, Norwalk, CT</b>

**Request for Proposal (RFP) DOCUMENTS** are available upon receipt of this invitation over the Internet at <http://www.norwalkct.org/>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

All questions must be directed, in writing, via e-mail to Simona Maddox, Purchasing Department via email to [Purchasing@Norwalkct.org](mailto:Purchasing@Norwalkct.org). The deadline for the submission of questions is 2:00 pm, April 6, 2016.

Businesses without Internet access may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

**BIDDER LISTS** will not be published.

**ADDENDAS**, if issued, will be available over the Internet at <http://www.norwalkct.org>. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

Simona Maddox  
Purchasing Department  
T. 203.854.7712  
F. 203.854.7817  
E. [Purchasing@Norwalkct.org](mailto:Purchasing@Norwalkct.org)

## SECTION 1 - PROJECT SCOPE

### 1.0 SCOPE OF SERVICES/OBJECTIVES & RESPONSIBILITIES

It is the intent of the City of Norwalk to issue purchase orders to the awarded Contractor of this project for the supply and planting of trees and shrubs for the Department of Public Works, the Recreation & Parks Department, and other departments as needed. The individual departments involved with ordering the products and services must be issued individual accounts for ordering and billing purposes.

### SPECIAL CONDITIONS AND NOTES

- A. Contractor shall submit with their proposal a statement detailing their Company's experience in the field of supplying & planting trees & shrubs. Along with a list of municipalities, State Agencies, or firms in the State of Connecticut for which the Contractor furnishes or has furnished these services within the last six (6) years. Additionally, Contractors should also submit copies of their current licenses as they relate to the requested services. A Contractor with an Arborist licensed in the State of Connecticut on their staff is highly desirable, but not required. A Contractor having Tree Care Industry Association (T.C.I.A.) accreditation is highly desirable, but not required.
- B. Permits/Licenses: The Contractor must obtain all permits and licenses required by law to supply & plant trees & shrubs prior to contract signing. The Contractor shall include with their proposal submission, a copy of all current permits and licenses.
- C. Contractors shall submit a copy of their current Certificate of Insurance. Include a statement that defines your existing deductibles and self-insured retentions. Include the name, address and telephone number of your insurance agent.
- D. Contractor shall submit unit prices for items as shown on the response sheet. Said unit prices shall include all labor, material, excavation and disposal of surplus material (in a legal manner) necessary to install the plant type as required. There will be no separate pricing for mulching or the **TWO-YEAR (ONE-YEAR)** guarantee period as specified. It is anticipated that the each purchase order will be for a minimum amount of \$2,000 and that plantings within a purchase order will be in reasonably contiguous locations around the City of Norwalk.
- E. As a result of this procurement, the City intends to execute a contract with the successful Contractor. The base period of the contract shall be three (3) years. There shall be two (2) one-year option periods, executable on mutual agreement of the City and Contractor.
- F. Periodically, the City receives donated trees from donors who are unable to accomplish the planting of the donated tree. The awarded Contractor shall plant and maintain such trees for **TWO YEARS** in accordance with criteria herein. The Contractor is not expected to guarantee such trees. Proposed price for planting only should assume a 3.0 inch caliper tree. The proposed price must be reflected in the appropriate block of the UNIT PRICING RESPONSE FORM.
- G. Periodically, the City may require the awarded Contractor to deliver (only), plant material ordered from the Unit Pricing Response Forms for Trees and Shrubs (Deliver Only) With 1 Year Guarantee contained herein, to a specific location within the City of Norwalk to be determined at that time. The planting of this material will be done by others in strict accordance with the Planting specification of this document and will be inspected by the City. The Contractor shall guarantee such trees (plant material) for **ONE YEAR**. The proposed price must be reflected in the appropriate block of the UNIT PRICING RESPONSE FORM.

- H. Upon excavation of plant pits, Contractor shall apply topsoil, organic material and fertilizer thoroughly premixed in the proportion of one part of organic material with seven parts of topsoil, together with fertilizer of the type and at the rate as specified by the fertilizer manufacturer.
- I. As part of the unit price bid, Contractor shall create a saucer around each plant and hand place cedar mulch, a minimum of 4” thick, in the saucer and then rake it to an even surface. In areas where multiple plants are placed together and planting beds are created, vendor shall apply 4” thick cedar mulch over entire planting beds as per direction of the City. Said work shall include weeding, replacement of mulch, fertilization and watering as required throughout the maintenance period. “Volcano Mulching” is not considered to be an acceptable practice under the terms and conditions of this contract.
- J. Unless otherwise approved by the Department and subject to availability of the plant material, all work for each purchase order must be completed within 30 days from the date of issuance of the Purchase Order.
- K. Call Before You Dig: Prior to digging, the Contractor shall contact all utility companies for verification of location of all underground utilities. Call before you dig number is 1-800-922-4455.

#### Contractor Proposal Evaluation Criteria

The criteria that will be used to determine the successful Contractor that will be awarded this Contract are as indicated below.

- A. Qualifications and experience of the Contractor, concerning comparable municipal, governmental and/or private sector projects of similar size and scope as this project.
- B. Overall experience and expertise of the Contractor’s proposed project team and any others key to the success of the project. A Contractor with an Arborist licensed in the State of Connecticut on their staff is highly desirable, but not required. A Contractor having Tree Care Industry Association (T.C.I.A.) accreditation is highly desirable, but not required.
- C. Ability of the Contractor to provide and implement the proposed services being requested to ensure the success of the project.
- D. Total number of years the Contractor has been in business and the financial stability of the firm.
- E. Responsiveness and thoroughness of the proposal submission.
- F. Ability and willingness of the Contractor to participate in Tree related community events during the year such as the Norwalk celebration of National Arbor Day and the Connecticut Tree Festival.
- G. Proposed Fees.

## **PLANTING**

### **DESCRIPTION**

This work consists of furnishing and planting trees and shrubs as shown on the plans, or as specified in locations as shown on the plans and/or as directed by the Department, which work shall include all planting operations and establishment necessary to complete the work as specified.

See EXHIBIT I, Tree & Shrub Planting Details, pages 11-14.

### **MATERIALS**

**PLANTS:** Trees and shrubs shall be as specified in the tables listed on Pages 17 - 18 and as further specified on the plans, or as required by the Department.

### **TREES AND SHRUBS**

**Nomenclature:** The common and scientific names of plants shall be in conformity with the approved names by S.P.N. (Standardized Plant Names) or its successor as the American Association of Nurserymen's recognized authority on botanical nomenclature.

**Quality and Size:** Plants including root spread and ball size shall be in accordance with the current edition of "U.S.A. Standard for Nursery Stock," a code of standards sponsored by the American Association of Nurserymen, or as further specified on the plans. All plants shall have a normal habit of growth and be typically characteristic of their respective kinds. When a minimum and maximum size is specified, an average size is required. Plants shall not be pruned before delivery and no plants shall be cut back from larger sizes to meet the sizes specified. Plants shall be free from injury, insect damage, infestation and disease. Plants shall be nursery grown unless otherwise specified and bear evidence of proper nursery care, including adequate transplanting and root pruning. Plants specified from collected sources shall be clean, sound stock, free from decayed stumps and from fire injury.

Container grown material, including container sizes and soil, shall be as specified on the plans.

**Digging Plants:** Plants shall be dug with care and skill immediately before shipment. No cold storage plants will be accepted unless approved. Plants stored temporarily shall be properly heeled in or otherwise protected from injury.

Digging shall avoid all possible injury to, or loss of roots, but roots cut shall be cleanly cut.

**Root Protection:** After plants are dug their roots shall be protected from injury such as caused by heat, sun, wind and freezing temperatures. All bare roots of trees, shrubs and vines shall be puddled at the time of digging unless otherwise approved. Puddling shall be done in a wet clay mixture, of a quality to adhere to all parts of the root system. Roots of bare root plants which have been thoroughly covered at the time of digging with an antidesiccant as specified herein will not require puddling. Bare roots shall be further protected by wrapping in wet straw, moss, burlap or other suitable material.

**Transportation:** Tarpaulins or other covers shall be placed over plants transported by open trucks or by open freight cars. Doors on closed trucks shall be kept closed to prevent draughts. Shipments made in boxcars or closed trucks shall be adequately ventilated to prevent "sweating." The heads of trees shall be tied in carefully to prevent fracturing or breaking the branches. Trunks and branches shall be adequately supported and padded to avoid scraping and bruising.

Trees: Nursery grown trees shall have no cuts of limbs which are not healing and no cuts over 3/4 inch which have not completely calloused over, no cut back crowns or leaders and no abrasions of the bark. Trees must have good fibrous root systems characteristic of the kind. Deciduous trees shall have normal spread of crowns unless otherwise specified.

Bare root (B.R.) trees shall not require earth adhering to the roots except as required for puddling as specified. Any trees specified bare root will be accepted balled and burlapped at the unit price bid for bare root trees.

Balled and burlapped (B&B) trees shall be properly dug and protected to preserve the natural earth in contact with the roots. No manufactured balls will be accepted. The balls shall be of the required size, firmly wrapped and tied with approved materials. No balled plants will be acceptable if the ball is cracked or broken.

Balled and platformed trees (B&P) shall be balled as specified for balled and burlapped trees. Platforms shall be square or octagonal shaped in a size slightly larger than the diameter of the bottom of the soil mass, inserted under each ball and securely lashed to the ball by means of ties from the platform corners to the rope collar on top of the ball.

The tops of trees shall be well formed structurally but they are not required to have more than reasonably straight trunks nor better than average well balanced crowns, nor be of specimen quality unless Alternate 1 is specified on the plans.

Alternate 1: Trees shall be of specimen quality. Straight deciduous trees shall have straight trunks with a minimum deviation from the vertical which is characteristic of the kind, with well branched, symmetrical tops and with their lowest branches 7 to 9 feet from the ground unless otherwise specified.

Specimen quality for other types of plants shall be as specified on the plans.

Shrubs: Shrubs shall have good fibrous root system. The quality of balled and burlapped and balled and platformed shrubs shall be as specified for B&B and B&P trees herein.

Plants specified as sods or clumps shall be dug from good soil which has produced a fibrous root system typical of the nature of the plant. The sods shall be dug with earth and incidental vegetation adhering to the roots. If the soil or habit of the root growth is such that the roots are not adequately protected, the sods shall be wrapped in burlap or other suitable material.

Pot grown plants (P.G.) shall be vigorous, well-developed plants, well established in pots with sufficient roots to hold the earth intact after removal from containers but they shall not be root bound.

Substitutions: No change of quantity, size, kind or quality of plants as specified will be accepted except upon receiving prior written approval.

Labeling: Labeling shall be included in accordance with normal large scale nursery labeling practice except that the Vendor may be required at any time to supply positive identification of any plant.

Guarantee: The Contractor shall furnish the vendor with a copy of the specifications for the plants. The Vendor shall be responsible for all certificates of inspection of plant materials which may be required by federal, state or other authority to accompany shipments of plants. All plants shall be subject to inspection at any place and at any time. Inspections desired by the City, if approved, shall be at the expense of the Vendor. The Vendor shall be represented at all inspections. The Department reserves the right and option to place the City seals on any or all materials selected. Selection and/or tagging of

material shall cover the type and body quality of the plant only, but shall not constitute final acceptance nor preclude the right of rejecting plants not fully meeting the requirements of the specifications.

The City reserves the right to identify by suitable non-injurious means such as painting, marking by various methods, etc., all plant material rejected upon delivery to the contract site.

Planting Materials: Topsoil, organic materials, fertilizer and mulch shall be as specified on the plans.

Materials for protection of plants shall be as specified below.

#### **MATERIALS FOR PROTECTION OF PLANTS:**

Tree Paint: Paint used for tree wounds shall be antiseptic, waterproof, adhesive and elastic such as asphalt, gutta percha and certain oils with a fungicide, and which remains tacky for four hours and retains elasticity after setting when tested under the heat of the hand. It shall not contain kerosene, coat tar creosote, or other material harmful to the living tissue of the trees.

Stakes for Supporting Trees: Stakes for supporting trees shall be of White or Red Cedar, or other approved wood, or other approved material. Stakes 8 to 10 feet long shall have a minimum diameter of 3 inches. Stakes 12 feet long shall have a minimum diameter of 3 1/2 inches. The maximum diameter of stakes shall not exceed approximately 4 inches. Stakes shall be pointed at one end and shall have a maximum allowable deflection of 1/2" for every one foot of length. All stakes shall be sound and free from insects and fungi. The quantity of stakes to be used shall be as per the Details in Exhibit I.

Deadmen and Guy Stakes: Deadmen and guy stakes used to anchor guy wires or cables which support trees shall be of the quality and sizes required successfully complete the intended work.

Wire: Wire for guying plants shall be new annealed galvanized or aluminum wire, A.S.&W. gauge as specified.

Bracing Materials: The size and quality of cables, turnbuckles, thimbles, leg hooks, eye bolts, rods, washers and nuts shall provided be as specified on the plans or as approved.

Jute Burlap: Jute burlap shall be in 4 inch wide strips and weigh eight ounces per square yard.

Hose: Hose for protecting the bark from guy wires shall be good quality braided rubber, plastic hose as approved, or reinforced materials.

Twine: Twine for use in wrapping trees shall be jute twine not less than two ply for trees three inches or less in diameter, and not less than three ply for trees over three inches in diameter.

Paper: Wrapping paper for trees shall be waterproof paper 30-30-30 krinklecraft or equal in four inch wide strips.

Anti Desiccants: Anti desiccants shall be emulsions or other materials which will provide a protective film over plant surfaces, permeable enough to permit transpiration.

## **PROJECT DETAILS:**

General:

A. Planting Seasons: The planting seasons shall be as agreed by the vendor and the Department. No planting shall be done with frozen backfill or when the soil is in an unsatisfactory condition for working as determined by the Department. As a general guideline, the planting seasons shall be as indicated below.

### Deciduous Material

Spring: March 1<sup>st</sup> to June 1<sup>st</sup> (inclusive) except for balled and burlapped material, the planting of which will terminate on May 15<sup>th</sup>.

Fall: From October 15<sup>th</sup> until the ground freezes.

### Evergreen Material

Spring: March 1<sup>st</sup> to June 1<sup>st</sup> (inclusive).

Fall: August 15<sup>th</sup> until October 1<sup>st</sup> (inclusive).

B. Obstruction below Ground: Any rock or underground obstructions shall be removed to the depth necessary to permit planting according to the plans and specifications, unless other locations for the planting are approved.

C. Delivery: The Contractor shall give notice to the Department at least forty-eight hours in advance before delivering any plant material, unless otherwise approved. The Department shall be furnished a legible copy of the invoice for every shipment showing quantities, sizes and kinds of materials included.

D. Storage: All plants shall be properly protected from drying out. Such protection shall include the time when the plants are in transit, being handled or in temporary storage on the job. Bare-root plants which are not planted immediately upon receipt shall be heeled-in in trenches with the bundles opened and the plants spaced separately and all roots covered. Balled plants shall have their earth balls protected by earth or wet cloth or straw or may be "heeled in" as ordered by the Department. Care and maintenance of stored trees and/or shrubs remains the responsibility of the Contractor during the stored period.

## **GROUND PREPARATION:**

A. Layout: Locations for plants and outlines of areas to be planted shall be marked out on the ground by the Vendor to the satisfaction of the Department before any plant pits or plant beds are dug.

B. Size of Pits: Unless otherwise specified on the plans or the enclosed Details, the minimum diameter of plant pits shall bear the following relation to the spread of roots (or diameter of balls) of the plants to be planted in them:

Pit diameter shall be twice the root spread for plants up to and including a two foot root spread; the pit diameter shall be equal to root spread plus two feet for root spreads of two to four feet; the pit diameter shall be one and one-half times the root spread for spread of roots over four feet. The pit diameter shall not be less than five feet for Deciduous trees and it shall not be less than four feet for Evergreen trees. The depth of all pits shall be adequate to permit a minimum of four inches of soil backfill under all roots or balls. Where undesirable material is encountered in digging, the pits shall be enlarged as approved and backfilled with acceptable material. When planting in wooded areas, the Vendor shall grub out an area twice the size of the plant pit unless otherwise approved. In planting bed areas existing vegetation shall be removed as directed.

C. Planting Beds: The soil in planting beds shall be prepared with the materials and to the depths specified on the plans.

Drainage: Where an impervious stratum of soil is encountered during the excavation of plant pits or beds, all such soil to a depth as approved shall be removed and backfilled with acceptable material.

E. Planting Soil: Backfill soil for planting shall be specified on the plans. After the plants are planted, fertilizers in the amounts specified on the plans shall be applied to the soil within the plant saucers or over the plant beds unless Alternate 1 is specified on the plans.

F. Alternate 1: Topsoil, organic material and fertilizer as specified on the plans shall be thoroughly premixed in the proportion of one part of organic material with seven parts of topsoil, together with fertilizer at the rate specified on the plans.

G. Disposal of Excess Soil: Excess soil shall be disposed of as directed.

#### **SETTING PLANTS:**

A. General: All plants shall be set plumb at such a level that after settlement they bear the same relation to the level of the surrounding ground as they bore to the ground from which they were dug unless otherwise directed by the Department. Backfill material for all plants shall be thoroughly settled by firming or tamping. Backfill soil shall be carefully placed into plant pits in layers not to exceed 4 inches in depth and firmly tamped before additional backfill is placed. Thorough watering shall accompany backfilling unless otherwise approved. A saucer capable of holding the depth of water specified shall be formed about each plant pit as directed.

B. Balled Plants: Balled plants (B&B, B&P) are to be planted with backfill carefully tamped under and around the base of each ball to fill voids. Platforms shall be removed. All cloth, ropes, etc. shall be removed from the tops of balls but not pulled out from under the balls.

C. Bare-root Plants: Roots of bare-root (BR) plants shall be properly spread out in a natural position and backfill soil shall be carefully worked in among them. All broken and frayed roots shall be cleanly cut off.

D. Wrapping: Unless otherwise specified, the trunks of all deciduous trees over 1 1/2 inches in diameter shall be wrapped immediately after planting unless otherwise approved. Wrapping shall extend from the ground line to the height of the second branches or to the height directed. Wrapping shall be a single layer of burlap bandage or paper wound spirally, starting from the base and overlapping one and one-half inches. The wrapping shall be securely tied in place with twine at about fifteen inch intervals.

E. Staking, Guying and Anchoring: All trees shall be firmly staked, guyed or anchored at the time of planting as shown on the current Standard Sheet unless otherwise approved. Stakes shall not injure plant balls. Wires used for tying the trunk to stakes or for guying shall be secured to the tree by passing through an approved hose to prevent chafing and injury to the trees. Guy wires fastened to stakes shall be tightened by driving the stakes, leaving the wires to be twisted for tightening during establishment.

F. Pruning: Plants pruned before their arrival will be rejected unless such pruning is specified or approved. Pruning in accordance with accepted horticultural practice as directed by the Department, shall be done immediately after planting unless otherwise approved. Pruning cuts over three-quarters of an inch in diameter shall be painted with tree wound paint.

G. Mulching: Where mulching is specified, it shall completely cover the area of the plant pit or planting bed to the depth as specified on the plans. Mulch shall be placed immediately after planting unless otherwise approved. "Volcano Mulching" is not considered to be an acceptable practice under the terms and conditions of this contract.

Restoration: Areas disturbed by the planting operations shall be left in an orderly condition. Excess soil and rubbish shall be disposed of as directed. Grassed areas disturbed by planting operations shall be restored to a satisfactory condition which may include filling to grade, fertilizing, seeding and mulching.

Establishment of Planting: Establishment of planting shall begin immediately after each plant is planted and shall consist of keeping the plants in a healthy, growing condition by watering, weeding, cultivating, pruning, spraying, tightening of guys, re-mulching and by any other necessary operations of establishment.

All plants shall be watered at the times and at the rates specified on the plans or as ordered by the Department except that each watering shall provide not less than five gallons of water per square yard (1" layer of water) of plant pit and bed areas. The Contractor has the option of, but is not required to use tree watering/irrigation bags to achieve the required watering specified.

All dead and rejected plants shall be promptly removed from the job. In the event of the threat of serious damage from insects, diseases or rodents, the plants shall be treated by preventive or remedial measures approved for good horticultural practice.

In the event "heeled-in" plant material must be held over until a later planting season, such "heeled-in" materials shall be lifted, replanted and maintained in a satisfactory condition in nursery rows. Such emergency storage and maintenance shall be at the entire risk and cost of the Contractor. The land for such storage shall be provided for by the Contractor unless otherwise approved. Care and maintenance of such stored trees and/or shrubs remains the responsibility of the Contractor during the stored period.

At the conclusion of the installation portion of the planting work, all plants in an unhealthy or badly impaired condition, as determined by the Department, shall be removed. All planting to be completed or replaced shall be planted not later than the next succeeding planting season as specified on the plans. A certified check equal to double the value of any such uncompleted work will be required.

In the event that the Contractor fails or omits for a period of one week to comply with the requirements specified herewith for the establishment of planting, the Department may proceed with adequate labor, equipment, and material to perform the work. The entire cost of such work shall be deducted from any monies due the Contractor.

Period of Establishment: The Contractor shall be required to continue the work specified under "Establishment of Planting" for a period of **TWO YEARS** following the satisfactory completion of the planting as confirmed in writing by the Department unless otherwise specified.

At the conclusion of the Period of Establishment the Contractor shall remove all stakes, guy wires and tree wrappings unless otherwise approved. All plants in an unhealthy or badly impaired condition, as determined by the Department, shall be removed and replaced or removed and noted for replacement at the next succeeding planting season as specified on the plans. This requirement shall not prevent the release of the retained monies as herein defined at the expiration of the period of establishment, but a certified check equal to double the value of any uncompleted work will be required. No work other than replacement will be required after the conclusion of the period of establishment.

## **MEASUREMENT**

Planting shall be measured by the number of plants of each kind, size, quality and specified service as set forth in the contract that is counted in place as having been completed and accepted.

## **PAYMENT**

Planting will be paid for at the unit price bid for each plant of each kind, size, quality and specified service as set forth in the contract that has been acceptably planted. Payment shall constitute full compensation for all labor, equipment, incidentals, materials, and disposal of unsuitable material in a legal manner, to complete and establish the work as specified. No additional payment will be made for water and tree watering/irrigation bags used during the **TWO YEAR** period of establishment.

EXHIBIT I

Tree & Shrub Planting Details

**NOTES:**

STAKE TREE WHEN DIRECTED BY THE OWNER OR OWNERS REPRESENTATIVE.

FORM 3 TO 5 INCH SAUCER AT BASE OF TREE EXCAVATION FOR RECEIPT OF WATER.

ALIGN TREE IN CENTER OF PLANTING EXCAVATION

3/4" REINFORCED RUBBER FRICTION GUARD (BLACK)

TWO STRANDS OF #12 GAUGE GALV. STEEL WIRE

WOODSTAKES, 3" MIN. DIA. NOTCHED FOR WIRE. USE 3 STAKES FOR TREES ABOVE 5" CAL.

7'-0" TO LOWEST BRANCH  
3'-0" MIN

UNDISTURBED SUBSOIL

TWICE ROOT BALL DIA.  
NOT LESS THAN 60 INCHES

**NOTES CONT:**

TREE LOCATIONS TO BE STAKED ON SITE AND APPROVED BY OWNER OR OWNERS REPRESENTATIVE PRIOR TO PLANTING.

REMOVE ALL WIRE, PLASTIC AND TAGS FROM TREE AND ROOT BALL.

REMOVE WIRE BASKET, BURLAP FROM THE TOP 2/3 OF ROOT BALL MIN. CUT AWAY WIRE FROM BELOW ROOT BALL.

PROVIDE TOPSOIL AND ORGANIC MATERIAL FOR MIXING WITH EXCAVATED SOIL.

TREE TRUNK PROTECTION GUARD. UV RESISTANT VINYL OR HIGH IMPACT PLASTIC AT A HEIGHT OF 8 INCHES AND OF DIAMETER TO ACCOMMODATE A TREE OF 4.5 INCH CALIPER.

3 INCHES OF APPROVED MULCH- DO NOT PILE AGAINST TREE TRUNK.

PLANT TREE WITH CROWN AT 1 INCH ABOVE FINISH GRADE UNLESS OTHERWISE DIRECTED

TREE PLANTING SOIL, MIX OF APPROVED TOPSOIL, ORGANIC MATERIAL AND EXISTING EXCAVATED SOIL

MACHINE RAKE SUBGRADE TO A 4 INCH DEPTH AND MIX WITH TREE PLANTING SOIL AND TAMP BEFORE PLACEMENT OF TREE AND BACKFILL PLANTING SOIL

Norwalk Tree Advisory Committee

1  
1/3

DECIDUOUS TREE PLANTING DETAIL

SCALE - 3/8" = 1'-0"

February 2011

**NOTES:**

DO NOT STAKE EVERGREEN TREE UNLESS DIRECTED BY OWNER OR OWNERS REPRESENTATIVE.

SEE TREE STAKING FOR SHADE TREE PLANTING FOR DETAILED STAKING METHOD AND MATERIALS.

FORM 3 TO 5 INCH SAUCER AT BASE OF TREE EXCAVATION FOR RECEIPT OF WATER.

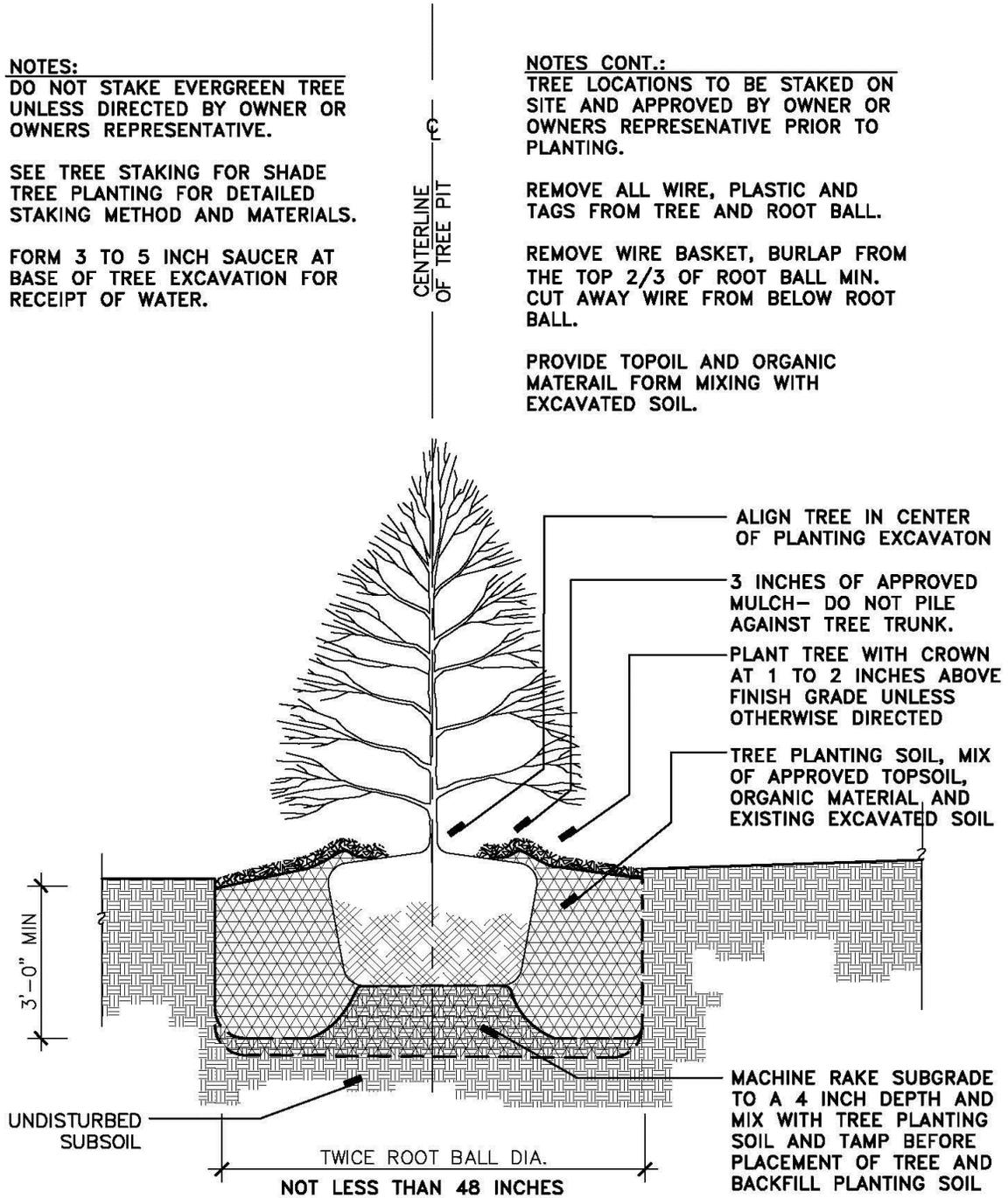
**NOTES CONT.:**

TREE LOCATIONS TO BE STAKED ON SITE AND APPROVED BY OWNER OR OWNERS REPRESENTATIVE PRIOR TO PLANTING.

REMOVE ALL WIRE, PLASTIC AND TAGS FROM TREE AND ROOT BALL.

REMOVE WIRE BASKET, BURLAP FROM THE TOP 2/3 OF ROOT BALL MIN. CUT AWAY WIRE FROM BELOW ROOT BALL.

PROVIDE TOPOIL AND ORGANIC MATERIAL FORM MIXING WITH EXCAVATED SOIL.



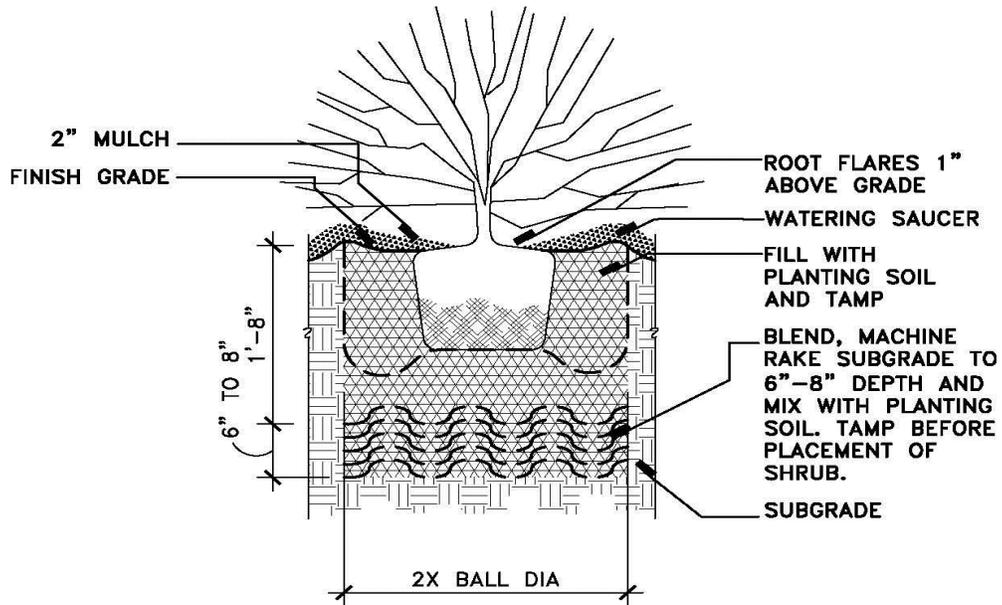
Norwalk Tree Advisory Committee

2  
2/3

EVERGREEN TREE PLANTING

SCALE - 3/8" = 1'-0"

February 2011



Norwalk Tree Advisory Committee

3  
3/3

SHRUB PLANTING

SCALE - 3/4" = 1'-0"

February 2011

## **SECTION 2 - RESPONSE FORMS**

### **2.1 SPECIAL NOTES ON PROPOSALS:**

**ADDENDA** information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

**SUMMARIES** – A list of the consulting firms will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> The document number to request will be the same as the project number indicated in the invitation to bid. Bid results will not be provided over the phone.

**AWARD NOTIFICATION** will be issued by mail.

**BUSINESSES WITHOUT FAX EQUIPMENT** or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

**RFP RESPONSES** [*One (1) Original + Eight (8) copies*] are to be delivered to:

City of Norwalk Purchasing Department  
125 East Avenue, Room 103  
P.O.Box 5125  
Norwalk, Ct. 06856-5125

**2.2A PRICING RESPONSE FORM #3673 - SUPPLY & PLANTING of TREES & SHRUBS**

<b>Vendor Name -</b>		
<b>Address -</b>		
<b>Phone -</b>	<b>Fax -</b>	<b>Email -</b>
<b>Manager -</b>		<b>Fed ID#</b>

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

	<b>PLANTINGS</b>	<b>BASE PERIOD</b> July 1, 2016 thru June 30, 2019	<b>OPTION PERIODS</b> July 1, 2019 thru June 30, 2021
<b>1.</b>	Total - Trees (supply & planting with 2 year guarantee) (sum of unit prices, see page 19)	\$	\$
<b>2.</b>	Total - Shrubs (supply & planting with 2 year guarantee) (sum of unit prices, see page 20)	\$	\$
	<b>SUBTOTALS</b>	\$	\$
<b>3.</b>	Price for planting a donated tree (planting and maintaining only – no supplying or guarantee)	\$	\$
<b>4.</b>	Total - Trees (supply & delivery with 1 year guarantee only - no planting) (sum of unit prices, see page 21)	\$	\$
<b>5.</b>	Total - Shurbs (supply & delivery with 1 year guarantee only - no planting) (sum of unit prices, see page 22)	\$	\$
	<b>SUBTOTALS</b>	\$	\$
<b>6.</b>	<b>GRAND TOTALS</b>	\$	\$

**Submitted by:**

Print Name of Authorized Agent of Company	
Signature of Authorized Agent of Company	
Date	

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

**2.2B UNIT PRICING RESPONSE FORM #3673 – SUPPLY & PLANTING of TREES & SHRUBS**

**Vendor Name -**

Trees			Unit Price	
Genus/species	Common Name	Size	Base Period	Option Periods
Acer rubrum	Red Maple	2.5" - 3" cal.	\$	\$
Acer saccharum	Sugar Maple	2.5" - 3" cal.	\$	\$
Amelanchier canadensis (standard)	Serviceberry	7' - 8' ht.	\$	\$
Betula nigra	River Birch	8' - 10' ht.	\$	\$
Carpinus betulus 'Fastigiata'	Fastigate European Hornbeam (columnar)	2.5" - 3" cal.	\$	\$
Cercis canadensis	Eastern Redbud (pink)	2.5" - 3" cal.	\$	\$
Cornus florida	Flowering Dogwood	2.5" - 3" cal.	\$	\$
Cornus kousa	Kousa Dogwood	2.5" - 3" cal.	\$	\$
Cornus mas	Cornelian Cherry Dogwood	7' - 8' ht.	\$	\$
Cornus x Rutcan Constellation	Constellation Flowering Dogwood (white)	8' - 10' ht.	\$	\$
Cornus x Rutcan Stellar Pink	Stellar Pink Flowering Dogwood (pink)	8' - 10' ht.	\$	\$
Crataegus phaenopurum 'Winter King'	Winter King Hawthorn	2" - 2.5" cal.	\$	\$
Gingko biloba 'Princeton Sentry'	Princeton Sentry Gingko	2.5" - 3" cal.	\$	\$
Gleditsia triacanthos var. inermis	Thornless Common Honeylocust	2.5" - 3" cal.	\$	\$
Ilex x 'Nellie R.Stevens'	Nellie Stevens Holly	6' - 7' ht.	\$	\$
Liquidambar styraciflua	American Sweetgum	2.5" - 3" cal.	\$	\$
Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette American Sweetgum	2.5" - 3" cal.	\$	\$
Magnolia x soulangiana	Saucer Magnolia	7' - 8' ht.	\$	\$
Malus 'Donald Wyman'	Donald Wyman Crab (white)	2" - 2.5" cal.	\$	\$
Malus floribunda	Japanese Flowering Crab (rose)	2" - 2.5" cal.	\$	\$
Malus 'Snowdrift'	Snowdrift Crab (white)	2" - 2.5" cal.	\$	\$
Picea abies	Norway Spruce	8' - 10' ht.	\$	\$
Pinus strobus	Eastern White Pine	8' - 10' ht.	\$	\$
Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	2.5" - 3" cal.	\$	\$
Prunus sargentii 'Columnaris'	Columnar Sargent Cherry	2.5" - 3" cal.	\$	\$
Prunus serrulata 'Kwanzan'	Kwanzan Cherry	2.5" - 3" cal.	\$	\$
Prunus x yedoensis	Yoshino Cherry	2.5" - 3" cal.	\$	\$
Quercus bicolor	Swamp White Oak	2.5" - 3" cal.	\$	\$
Quercus palustris	Pin Oak	2.5" - 3" cal.	\$	\$
Quercus robur 'Fastigiata'	Pyramidal English Oak	2.5" - 3" cal.	\$	\$
Quercus rubra	Red Oak	2.5" - 3" cal.	\$	\$
Salix alba 'Niobe'	Golden Weeping Willow	2.5" - 3" cal.	\$	\$
Sophora japonica	Japanese Pagodatree	2.5" - 3" cal.	\$	\$
Stewartia koreana	Korean Stewartia	7' - 8' ht.	\$	\$
Syringa reticulata	Japanese Tree Lilac	7' - 8' ht.	\$	\$
Thuja occidentalis	Arborvitae/ White Cedar	7' - 8' ht.	\$	\$
Tillia Americana 'Redmond'	Redmond American Linden	2.5" - 3" cal.	\$	\$
Tillia cordata	Littleleaf Linden	2.5" - 3" cal.	\$	\$
Zelkova serrata	Japanese Zelkova	2.5" - 3" cal.	\$	\$

**2.2B UNIT PRICING RESPONSE FORM #3673 – SUPPLY & PLANTING of TREES & SHRUBS**

**Vendor Name -**

Shrubs			Unit Price	
Genus/species	Common Name	Size	Base Period	Option Periods
Clethra alnifolia	Summersweet	3 gal.	\$	\$
Cotoneaster spp.	Cotoneaster	3 gal.	\$	\$
Enkianthus campanulata	Redveined Enkianthus	3 gal.	\$	\$
Forsythia x intermedia	Forsythia	5 gal.	\$	\$
Ilex crenata	Japanese Holly	3 gal.	\$	\$
Ilex verticillata	Winterberry	5 gal.	\$	\$
Juniper (species)	Juniper	3 gal.	\$	\$
Myrica pensylvanica	Northern Bayberry	5 gal.	\$	\$
Prunus laurocerasus	Cherry Laurel	5 gal.	\$	\$
Rhododendron spp.	Rhododendron	5 gal.	\$	\$
Rosa rugosa	Rugosa Rose	3 gal.	\$	\$
Spiraea x bumalda 'Anthony Waterer	Anthony Waterer Spirea	3 gal.	\$	\$
Viburnum dentatum	Arrowwood Viburnum	5 gal.	\$	\$
Viburnum plicatum	Doublefile Viburnum	5 gal.	\$	\$
Viburnum x burkwoodii	Burkwood Viburnum	5 gal.	\$	\$

**Vendor Name -**

**2.3 STATEMENT OF QUALIFICATIONS**

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

- 1. Number of years in business -
- 2. Number of personnel employed Part time - \_\_\_\_\_, Full - \_\_\_\_\_,
- 3. List six contracts of this type/size your firm has completed within the last three years:

<b>Project</b>	<b>Date</b>	<b>Contact Person</b>	<b>Phone No.</b>
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

<b>4. ORGANIZATIONAL STRUCTURE OF BIDDER</b> (check which applies)	.	general partnership
	.	limited partnership
	.	limited liability corporation
	.	limited liability partnership,
	.	corporation doing business under a trade name
	.	individual doing business under a trade name
	.	other (specify)

**Vendor Name -**

<b>5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled</b>	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		.	.
	<u>Out-of -State corporation's</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
		.	.

**6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:**

Business Name				
Address				
City		State		Zip
Name of Agent				

**NOTE:** In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

**7. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.**

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

END OF SECTION

## 2.4 SAMPLE CONTRACT

**AGREEMENT WITH INDEPENDENT CONTRACTOR**  
**BY AND BETWEEN**  
**CITY OF NORWALK**  
**AND**  
**«VendorName»**  
**FOR**  
**SUPPLY AND PLANTING OF TREES AND SHRUBS**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the CITY), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and «VendorName», a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the CONTRACTOR).

**W I T N E S S E T H:**

WHEREAS, the CITY is in need of «Notes» (the Project); and

WHEREAS, the CITY desires to retain the services of the CONTRACTOR based on the CONTRACTOR's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, CONTRACTOR has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the CONTRACTOR set out in its proposal dated «ProposedDate», a copy of which is attached hereto and incorporated herein as **Exhibit B**, the CITY hereby retains the CONTRACTOR to perform the services described

herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the CITY shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

## 2. SERVICES TO BE PERFORMED

A. The scope and details of the services to be performed by the CONTRACTOR and the specifications to which such services should conform are described in the CITY's Bid Invitation dated «ProposedDate», which is attached hereto and incorporated herein as **Exhibit A** and made a part hereof. The CONTRACTOR shall perform the services as set forth in this Agreement in a professional and timely manner, in order to meet the CITY's needs and requirements.

B. The CONTRACTOR's shall perform the Project in accordance with the terms and requirements of this Agreement. The CONTRACTOR shall promptly correct any nonconforming or rejected/noncompliant at its own cost and expense.

C. The parties understand that CONTRACTOR is retained solely for the purposes of the Services described herein and only to the extent set forth in this Agreement. The CONTRACTOR'S relationship to the CITY and any of its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The CONTRACTOR shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to CITY employees.

D. The CONTRACTOR shall have appropriate, experienced personnel available to perform its services and, if required, to meet with the Director or his representatives; with other agencies, departments, commissions or officials of the CITY as appropriate and with other entities as directed by the CITY, with regard to its obligations under this Agreement.

E. The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon

by and between the CITY and the CONTRACTOR, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

### 3. COMPENSATION

A. The CONTRACTOR shall be compensated for its performance of this Agreement, a maximum amount not to exceed the sum of **«ContractBudgetInEnglish» (\$«ContractBudget»)** payable in accordance with the terms of the CONTRACTOR's bid.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the CONTRACTOR in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the CITY without specific prior written approval of the Director.

C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR and submitted not more often than once a week. Each requisition shall be in a form acceptable to the CITY and shall set forth the hours of work performed. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information as it deems necessary.

D. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

### 4. TIME PROVISIONS

A. The term of this Agreement shall commence effective \_\_\_\_\_ and conclude on \_\_\_\_\_. The CONTRACTOR shall perform its Services throughout this period.

B. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

## 5. TERMINATION AND SUSPENSION

A. The CITY may at any time, and for any reason, direct the suspension of the services and work contemplated under this Agreement for a period of time by written notice specifying the effective suspension date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the services shall be suspended. The services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such services shall be suspended shall be deemed added to the time for performance. Suspension of services under this paragraph shall not give rise to any claim against the CITY.

B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the CONTRACTOR's services shall be paid for in such amount as shall compensate the CONTRACTOR for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.

## 6. INSURANCE

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing performance of its Services hereunder, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies

coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

## 7. GENERAL PROVISIONS

A. By this Agreement the CITY intends to secure the professional services of qualified, experienced employees of the CONTRACTOR. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. The CONTRACTOR shall not assign this Agreement or subcontract any portion of the services to be performed hereunder without prior consent of the CITY in writing.

C. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement;

then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss, expense or damage and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right or claim against the CITY by reason of the CITY'S failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

D. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

E. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with the CITY's architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees arising out of the services to be performed under this Agreement. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other requirement hereof, and shall not be limited by reason of any insurance coverage provided.

G. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

H. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

I. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

J. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached

by the parties prior to the execution of this Agreement, whether oral or written.

K. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

L. The products of the services performed under this Agreement shall become and remain the property of the CITY. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

M. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

N. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the CITY:**                   «DepartmentHead»,  
                                  «DepartmentHeadTitle»  
                                  Department of «Department»  
                                  P.O. Box 5125  
                                  Norwalk, CT 06856-5125

**With a Copy to:**           Corporation Counsel  
                                  City of Norwalk  
                                  P.O. Box 798  
                                  Norwalk, Connecticut 06856-0798

**To the CONTRACTOR:** «VendorAuthorizer», «VendorAuthorizerTitle»  
                                  «VendorName»  
                                  «VendorAddress1»  
                                  «VendorAddress2»  
                                  «VendorCity», «VendorState» «VendorZip»

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

O. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

P. The CONTRACTOR represents to the CITY as follows:

That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the CONTRACTOR has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered  
in the Presence of:

**Witnesses' signatures:**

**CITY OF NORWALK**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
«ContractAuthorizer»  
Its «ContractAuthorizerTitle»  
Duly Authorized

Date signed: \_\_\_\_\_

**Witnesses' signatures:**

**«VendorName»**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
«VendorAuthorizer»  
Its «VendorAuthorizerTitle»  
Duly Authorized

Date signed: \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

By: \_\_\_\_\_

APPROVED AS TO  
AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

## INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

### Minimum Scope and Limits of Insurance:

**Workers' Compensation Insurance:** With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

**"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not

less than twenty-four (24) months from the date of final completion of the Project.

**Acceptability of Insurers:** The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

**Subcontractors:** The Contractor shall require all subcontractors to provide the same limits of insurance, indemnification, and waiver requirements as stated herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel upon request.

**Aggregate Limits:** Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

**Waiver of Governmental Immunity:** Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

**Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**Waiver of Subrogation:** Contractor waives their right to subrogate or seek recovery from City of Norwalk and their respective insurance carriers.

**Certificate of Insurance:** As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

**Waiver of requirements:** The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

**NOTE: SECTION 3 - GENERAL INFORMATION** contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08082013, or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

Document number 1002. <http://www.norwalkct.org/documentcenter/view/868>

## SECTION 5.1 – LIVING WAGE ORDINACE

### GENERAL INFORMATION

Rev. 033116, Express Request Doc. #1019

**NOTE:** SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 03/31/2016 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.org>

Document number **1019:** <http://www.norwalkct.org/DocumentCenter/Home/View/862>