Department of Public Works

Invitation to Quote

Tree Work

Litchfield, Connecticut

The Town of Litchfield is accepting quotes for Tree work on a per job basis. All quotes must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department, 101 Russell Street; Litchfield CT. Bids will be received at the Public Works location until **Thursday, March 31, 2016 at 3:30 p.m.** There is a non- refundable fee of $10.00 for this bid or available at no cost if downloaded from the Town of Litchfield web site: www.townoflitchfield.org.

Instructions to Contractors

1. Intent

The intent of these specifications is to obtain a Contractor to do work for the Town of Litchfield on a per job basis. The Contractor shall have adequate licenses, equipment, and materials for projects to insure completion within a time agreed upon on a per request basis. All necessary permits must be obtained by the Contractor.

All Contractors shall observe the following instruction and specifications:

2. General Provisions

Return the quote an envelope clearly marked and including the following:

A. Quote for Tree Work (Bid Schedule)
B. Hold Harmless Agreement and Supplemental Agreement
C. Certificate of Insurance
D. Non Collusion Form
E. Non Discrimination Form

3. Proposal Questions

Any questions pertaining to the scope of the work or content or procedure for submitting quotes should be directed to Raz Alexe, Director of Public Works by **March 16, 2016**. Contact information is as follows:

Raz Alexe, Director of Public Works
101 Russell Street
Litchfield, CT 06759
(860) 567-7575
(860) 567-7578 fax
ralexe@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Contractor that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame.

5. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder(s) by mail to the Bidder's address stated in the bid.

6. Award of Contract

The Town reserves the right to reject any and all quotes for any reason the Town deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of the quote The Town may accept one or all contractors to ensure availability in order to complete projects. Lower contractors will be given first consideration.

7. Scope of Work Change

The Town reserves the right to change the scope of the project after the contract is awarded, without penalty to the Town. All changes in scope will be issued in writing by the Director of Public Works or his designee.

8. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

9 Delays

Contract time delays for completion of work shall be authorized in writing by the Director of Public Works if contract times are specified.

10. Liquidated Damages

The amount of two hundred dollars ($200) is agreed upon as liquidated damages and shall be paid for every day the Contractor exceeds the allowable contract time for completion as agreed. This sum shall be paid by the Contractor to the Town or withheld from final payment to the Contractor. The contract time period must start with the Notice to Proceed from the Town of Litchfield.

11. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein of obligations thereunder, without written consent of the Town.

12. Acceptance of Subcontractor

Submission of name of Subcontractor in quote shall be deemed to constitute an acceptance by Contractor, if awarded contract of quoted project, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

13. Basis of Payment

Payment for this work shall be time and materials for work completed and accepted, except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

14. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town as approved in writing by the Director of Public Works to proceed with extra work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized sheet showing all labor and material must be submitted to the Director of Public Works. The Towns written order for extra work shall specify any extension of contract time and one of the following methods of payment:

A. Unit Prices or combination of unit prices.
B. A lump sum based on Contractor's estimate accepted by owner and approved by the Director of Public Works.
C. Actual costs plus ten percent (10%) for overhead and profit.

15. Insurance

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory
Coverage B: Employers Liability:

Bodily injury by accident	$ 100,000 per person
Bodily injury by disease	$ 100,000 per person
Bodily injury	$ 500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	$ 1,000,000 aggregate
Products/Completed Operations	$ 1,000,000 aggregate
Personal and Advertising Injury	$ 1,000,000 aggregate
Each Occurrence	$ 1,000,000 aggregate
Fire Damage Limit	$ 1,000,000 aggregate
Medical Expenses	$ 100,000 per person

Coverage:

Premises/Independent Contractors
Contractual/Completed Operations/Products
Contractual/Liability will be Broad Form
XCU (explosion/collapse/underground utilities)
Comprehensive Broad Form Liability endorsement or Equivalent
Broad Form property Damage Liability

Automobile Liability

Bodily Injury	$1,000,000 per person
Aggregate	$1,000,000 per person
Property Damage	$1,000,000 per person

Coverage:

All owned/non owned/hired/borrowed
Contractual liability to be included

Contractors must name the Town of Litchfield as an additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as

ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

16. Environmental. Health and Safety Compliance

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works prior to commencing the project.

17. Permits

The contractor is responsible for obtaining all local, state and federal permits required for completion of the project. Copies of all permits will be submitted to the Director of Public Works prior to commencing work. In instances where the governing body waives a permit a copy of the communication in lieu of the permit.

18. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgments, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

19. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

20. Length of Contract

The Town of Litchfield is requesting bid proposals for the time period beginning July 1, 2016 until June 30, 2018. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond June 2018 if deemed to be in the best interest of the Town.

Technical Specifications

1. Scope of Work

To obtain contractors to do Tree work on a per job basis as requested. Work will be discussed and terms agreed upon prior to awarding job.

2. Drawings, Codes, and Standards

Based on the project, all drawings, codes, and standards must be adhered to as designated by the type of contract work hired to perform.

3. Hours of Work:

Deadlines for emergency work must be within 24 hours of a call and be completed immediately if possible. Contactor must not leave the job to work another until project is completed. Other than emergencies, work must be done during regular business hours unless other arrangements are made.

Daily shall mean 7:00 a.m. until 5:00 p.m.

Off Hours shall mean 5:01 p.m. until 6:59 a.m.

Holidays shall mean the following:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

4. Layout

To be determined on a per request, per job basis.

Bid Schedule

TREE WORK

For
Town of Litchfield

*** This is a two (2) year bid!**

		Hourly Rates:	**Daily Rates:**
Bucket Truck & Operator	_____ft.	$_____	$_____
Chipper & Laborers (2-3)		$_____	$_____
Climber		$_____	$_____

Evening/Weekend Rates:

Bucket Truck & Operator	_____ft.	$_____	$_____
Chipper & Laborers (2-3)		$_____	$_____
Climber		$_____	$_____

Holiday Rates:

Bucket Truck & Operator	_____ft.	$_____	$_____
Chipper & Laborers (2-3)		$_____	$_____
Climber		$_____	$_____

*** Note: Chipper to include truck and/or containment.**

Bid Schedule

TREE WORK

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual, or corporation.

Bidder _____

By _____
(Signature) (Title)

Date _____

Name – Typed _____

Address _____

_____

Phone _____

Fax _____

Email _____

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF_____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____day of _____, 20___

_____My Commission expires_____
Notary Public
(Seal)

_____
(Signature of named individual)

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF_____

COUNTRY OF _____

_____

(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

_____who is the Bidder submitting the
(Firm Name)

accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____day of _____, 20__

_____My Commission expires_____
Notary Public
(Seal)

Signatures of Named Principals:

_____

_____

_____

NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF_____

COUNTRY OF _____

_____ Being first duly sworn, deposes and says:
(Persons Name)

That they are the _____of the corporation who
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this _____day of _____, 20__

_____My Commission expires_____
Notary Public
(Seal)

_____
(Signature of Cooperate Officer or Agent)

TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Entity:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of _____,
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____ has a
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

_____ _____
Authorized Signatory Date

_____
Printed Name

TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Individual

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Individual:

I, _____, of _____,
Signatory Business Address

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

_____ _____
Signatory Date

_____
Printed Name

HOLD HARMLESS AGREEMENT

The Contractor named below agrees that it will indemnify and hold harmless the Town of Litchfield and its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law, unless and to the extent caused by the Town of Litchfield's negligence or its willful acts.

SUPPLEMENTAL AGREEMENT

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's subcontractors. The Town will not withhold from the contract payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. The lump sum or unit charges for the services provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town for its employees.

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Signed:_____

Print Name:_____
Title:_____
Company:_____
Address:_____
_____

Subscribed and sworn to before me on
this _____ day of _____, 2014.

_____
Notary Public