

**SPECIFICATIONS
AND
BID DOCUMENTS**



**Bid Number 2021-012
TOWN WIDE TREE REMOVAL AND EMERGENCY
SERVICES**

DEPARTMENT OF PUBLIC WORKS

501 MAIN STREET SOUTH

SOUTHBURY, CONNECTICUT

July 14, 2021

Table of Contents

Title Sheet	1
Invitation To Bid	3
Information for Bidders	4
General Conditions	8
Code of Ethics	10
Form of Agreement	17
Scope of Work	22
Bid Proposal	24

INVITATION TO BID

TOWN WIDE TREE REMOVAL AND EMERGENCY SERVICES

The Town of Southbury is seeking bids for on call town wide tree removal and emergency services

Sealed bids will be received until **11:00 a.m., Wednesday, July 28, 2021**, at the Office of the First Selectman, Southbury Town Hall, 501 Main Street South, Southbury, Connecticut 06488, at which time all bids will be publicly opened and read aloud in the Conference Room 201 of the Town Hall. Any bid received after that time will be returned unopened.

Specifications and bidding documents are on file and may be reviewed at the Office of the First Selectman at the above address or obtained electronically from the Town's website at: www.southbury-ct.org/bids. Prospective bidders shall examine the "Information for Bidders" and shall comply and conform strictly to the conditions and instructions contained therein. Requests For Information (RFIs) regarding this proposal are to be in writing and will be accepted until **4:00 p.m. on July 21, 2021**. RFIs are to be emailed to Gerald Lukowski, Director of Public Works at publicworks@southbury-ct.gov with a copy to Brian Calvert, Project Manager at pwplanner@southbury-ct.gov.

The Town of Southbury reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of the Town of Southbury.

Bids may be held by the Town of Southbury for a period not to exceed forty-five (45) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding the contract.

Jeff Manville
First Selectman
July 14, 2021

INFORMATION FOR BIDDERS

1. PROPOSAL

Proposals are being sought for services to perform the Town Wide Tree Removal and Emergency Services. All material, equipment and labor shall be furnished in full accordance with the specifications.

2. RECEIPT AND OPENING OF BIDS

Separate sealed bids will be received in the Office of the First Selectman, Town Hall, 501 Main Street South, Southbury, Connecticut, 06488, until the time and date stated in the INVITATION TO BID. **The bidder shall submit one original and two copies of their bid.** Bids shall then be publicly opened and read aloud.

All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "**BID DOCUMENTS - Town Wide Tree Removal and Emergency Services**" so as to guard against opening prior to the time set therefore. Bids may be forwarded by mail. If mailed, the sealed opaque envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing.

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening thereof.

3. PREPARATION OF PROPOSAL

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled, handwritten in ink or type written, in both words and figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with the bid documents.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

5. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other Bid documents and with all Federal, State and Local laws, ordinances or regulations which in any manner relate to the furnishing of the services in accordance with the Bid.

Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and Specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize himself with conditions relating to the specifications shall in way relieve any bidder from any obligation in respect to his bid.

6. TAX EXEMPTION

The Town of Southbury is exempt from paying tax and, for that reason; the bid price shall not include any tax on the items specified.

7. QUALIFICATIONS OF BIDDER

Bidders must be regular full time contractors in the type of product or service specified. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Bid and to complete the project contemplated therein. Conditional bids will not be accepted.

8. ERRORS, INTERPRETATIONS AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the specifications or other Bid Documents or should he be in doubt as to the meaning of the Specifications or other Bid Documents, he should immediately notify the Town who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the Bid Documents.

9. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

The Town reserves the right to reject any or all bids and may waive any informalities.

The Bid will be awarded to the responsible bidder submitting the bid that results in the lowest net cost and best value to the Town while complying with all conditions set forth in these Bid Documents. The delivery date and other factors may be considered in the awarding of the Bid and may result in an award to a vendor other than the bidder quoting the lowest price. The experience and qualifications of the bidder shall be factors considered in the awarding of a bid and may result in an award to a vendor other than the low bidder. Preference may be given to equipment manufactured in the USA. In the event that there is a discrepancy between the prices written in words and in figures, the price written in words shall govern.

10. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

11. RIGHT OF THE TOWN TO TERMINATE PROJECT

In the event that any of the provisions of this Bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the Vendor of its intention to terminate the Work, such notices to contain the reasons for such intention to terminate the Work. Unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Town for any excess cost occasioned by the Town as a result of such termination.

12. PAYMENTS

Monthly estimates and /or invoices shall be furnished to the Director of Public Works for verification and approval of the amount of work done and the amount earned by the Contractor. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees.

13. GUARANTEE

All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Director of Public Works. Where it is required for the Contractor to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of insuring proper appearance, performance or operation, such work shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs, schedules shall be maintained to reflect these items and their redress.

14. PRELIMINARY SCHEDULE

- Legal Notification of the RFP Release July 14, 2021
- Deadline for RFI's July 21, 2021
- RFP Submission Date July 28, 2021
- RFP Award August 9, 2021

15. COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable laws, regulations, ordinances, OSHA, codes and orders of the United States, the State of Connecticut, and the Town related to its bid and the performance of the work described in the contract.

16. PRE-BID CONFERENCE

Not required.

17. SCHEDULING OF WORK

If notified of the acceptance of this proposal within the acceptance period, the bidder agrees to promptly schedule the work and submit verification of having scheduled the work within five (5) working days of such notice unless otherwise mutually agreed upon. The successful bidder shall promptly commence the work and prosecute the work diligently for the duration of the project.

18. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS

Not required.

19. TERM / RENEWAL OF CONTRACT

The Town of Southbury intends to award a twelve month contract with three (3) one year optional renewal terms. On (60) days advance written notice, the town may renew the 2021 contract per the same terms and conditions including a mutually agreed upon adjustment to the unit prices due to escalation.

GENERAL CONDITIONS

The Director of Public Works shall be the Contractors direct contact and periodic conferences will be held to review the status of work progress.

The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees.

All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the Bid Documents.

The Town of Southbury reserves the right to establish the order of priority for completion of the various portions of the work and to delete any portion of the work upon notification of the Contractor.

The Contractor agrees to indemnify the Town against and save the Town harmless from any and all liability and loss from any claim, suit, or action based upon any alleged injury or death of any person including any employee of the Contractor or subcontractor, and for damage to any property that may occur or that may be alleged to have occurred in the course of the performance of the work, or from failure to guard the same, whether such act or failure to act is by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them maybe liable, and the Contractor agrees at its own expense to pay all charges for attorneys in connection with the defense against any such claim, and if any judgment should be rendered against the Town in any such action, the Contractor will satisfy and discharge the same without cost or expense to the Town.

Before commencing work, the Contractor shall obtain and deliver certificates of insurance to the Director of Public Works and during the performance of the work, the Contractor shall maintain insurance of the kinds and in at least the amounts specified hereunder in a form satisfactory to the Town; such certificates shall contain a provision that the Town shall be given thirty (30) days advance written notice by registered mail of, modification, change, termination, cancellation or expiration of, coverage. Renewal certificates shall be provided at least 60 days prior to expiration of the policy. With each Certificate of Insurance, the contractor shall provide a separate endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language "The Town of Southbury is an additional named insured." The cost of such insurance shall be the sole responsibility of the Contractor. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractors insurance covers activities of the Subcontractor on the Project.

1. Worker's Compensation Coverage and Employer's Liability Coverage A at Statutory Limits in accordance Connecticut Law and Coverage B at limits of \$100,000/\$500,000/\$100,000.
2. Broad Form Commercial General Liability including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverage, written on a "per occurrence" basis with minimum combined coverage for bodily injury, personal injury, and property damage liability of \$2,000,000

general annual aggregate, \$ 1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate.

3. Comprehensive Automobile Liability, covering all vehicles used by Contractor in the course of work, including owned, non-owned and hired with minimum coverage of \$2,000,000 combined single limit for bodily injury and property damage.

4. Excess Liability with minimum coverage of \$ 2,000,000 in umbrella form.

If any policy is written on a "Claims Made" basis the retroactive date must be prior to or coincident with the date of the Contract and the Certificate shall state that the coverage is "claims made" and shall also state the retroactive date. The policy must be continually renewed for a minimum of two years from the completion date of the contract or the Contractor must purchase an Extended Reporting Period endorsement or shall purchase Prior Acts Coverage.

All Coverage is to be provided on a primary noncontributory basis.

All insurance shall be provided by a company authorized to do business in the State of Connecticut and having an A.M. Best rating of no less than A-VIII.

The insurer shall agree to waive all rights of subrogation against the Town of Southbury, its officers, officials, and employees for losses arising from work performed by the Contractor for the Town.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

Code of Ethics/Conflict of Interest Ordinance

A. Definitions.

The following definitions shall apply to this Ordinance:

1. **Public Official** (or Public Office). An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission or agency that exists in the Town of Southbury government.
2. **Town Employee** (or Town Employment). A paid employee, full or part-time, of the Town of Southbury.
3. **Ethics Commission**. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
4. **Conflict of Interest**. A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.
5. **Direct Interest**. An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.
6. **Indirect Interest**. An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.
7. **Financial Interest**. A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision or employment.
8. **Adverse Interest**. An interest that is adverse to the interests of the Town with respect to the matter under consideration.

Approved by the Board of Selectmen 2/2/17
Effective February 27, 2017

9. **Material Conflict of Interest.** A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:

- a. is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
- b. would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

B. Declaration of Policy.

1. The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that Public Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.
2. This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.
3. In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

C. Disclosure of Conflict.

1. Any Public official or Town Employee who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

Approved by the Board of Selectmen 2/2/17
Effective February 27, 2017

2. Any Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

D. Determination of Materiality.

1. In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

2. In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who is a member of a Town board, committee, commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

E. Disqualification.

If it has been determined that a material conflict of interest exists, the Public Official or Town Employee who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Public Official or Town Employee may disqualify himself/herself even though the conflict of interest is not material.

F. Claim of Conflict.

If a formal written complaint is made to the Ethics Commission that any Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

G. Gifts and Favors.

Approved by the Board of Selectmen 2/2/17
Effective February 27, 2017

No Public Official or Town Employee shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$25.00.

H. Representation.

1. Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.
2. Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.
3. No current or former Public Official or Town Employee shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.
4. No former Public Official or Town Employee who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

I. Independent Contractors.

Before hiring any consultant, independent contractor or other advisor, the Public Official, Town Employee, board, committee, commission or agency that proposes to hire the independent contractor shall inquire whether the independent contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board, committee, commission, or agency). Prior to hiring any independent contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency proposing to hire the independent contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent contractor should be hired. The decision and the reasons therefore must be a matter of public record.

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Effective February 27, 2017

No consultant, independent contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent contractor or advisor. No consultant, independent contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent contractor or advisor disclose confidential information acquired while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

J. Procedure.

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals who are former Public Officials or Town Employees. Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

K. Penalties.

1. Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.
2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.
3. Any violation of this Ordinance with respect to any decision of a board, committee, commission or agency shall be subject to any remedies deemed proper as recommended by the Ethics Commission with action by the Board of Selectmen and permitted by law.
4. The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

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Effective February 27, 2017

L. Concurrent Offices.

1. No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission or agency in an advisory capacity.
2. Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.
3. The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.
4. Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one Public Office, provided the offices are not incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

M. Meetings.

1. **Members Attendance.** Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are members of boards, committees, commissions, and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions and agencies.
2. **Alternates' Attendance.** Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards, committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which

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they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed alternate members of boards, committees, commissions and agencies.

3. Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to vote, shall vote on all matters upon which a vote is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

4. Statement of Reasons. In every case where the action of any board, committee, commission or agency is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

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CONTRACT 2021-012



**Form of Agreement
TOWN WIDE TREE REMOVAL AND
EMERGENCY SERVICES**

DEPARTMENT OF PUBLIC WORKS

501 MAIN STREET SOUTH

SOUTHBURY, CONNECTICUT

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Town Wide Tree Removal and Emergency Services

In response to your Bid submitted on July 28, 2021, for the above described work, you are hereby notified that your Bid has been accepted for the unit prices quoted.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractors Certificates of Insurance and other required documents within five (5) working days from the date of this Notice to you.

If you fail to execute said Agreement within five (5) working days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2021.

Town of Southbury

By _____
Jeff Manville First Selectman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this _____ day of _____, 2021.

By _____ Signature _____
(Please Print)

Title _____

FORM OF AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021 by and between _____ organized and existing under the laws of the State of Connecticut (hereinafter called the "Contractor") and the Town of Southbury (hereinafter called the "Town").

WITNESSETH, that the Contractor and the Town for considerations stated herein, mutually agree as follows:

ARTICLE 1: Statement of Work: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services and perform and complete all work required for the Town Wide Tree Removal and Emergency Services, Town Bid No. 2021-012. Work shall be performed in strict accordance with the Contract Specifications. The Contractor shall commence work upon a written "Notice to Proceed" from the Town and the Contractor shall fully complete this Contract within thirty a time period as mutually agreed to.

ARTICLE 2: The Contract Price: The Town will pay the Contractor for performance of the Contract in current funds in accordance with the bid proposal for the total work performed. The Town before making payment may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor for work under this Contract, if this is deemed necessary to protect its interest.

ARTICLE 3: The Contract: The executed Contract Documents shall consist of the following. These constitute the entire understanding and agreement between the parties:

- a) This Form of Agreement and required contract forms
- b) Invitation to Bid
- c) Information for Bidders
- d) Signed copy of the Bid Proposal, with all attachments required for bidding
- e) General Conditions
- f) Technical Specifications, Required Contract Provisions
- g) Certificate of Insurance

ARTICLE 4: Notices: Notices shall be deemed to have sufficiently been given if in writing and delivered either personally or by certified mail to the authorized representative of the other party.

From the Town to the Contractor:

Authorized Representative
Contractor
Address
City, State Zip Code

From the Contractor to the Town:

Jeff Manville, First Selectman
Town of Southbury
501 Main Street South
Southbury, CT 06488

THIS AGREEMENT, together with other documents enumerated in ARTICLE 3, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, form the Contract between the parties hereto.

THIS AGREEMENT, shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

THIS AGREEMENT, may only be modified, amended, supplemented or canceled by a duly written instrument signed by both parties.

THIS AGREEMENT, shall be deemed to include all terms and requirements imposed by law including, but not limited to, all applicable provisions of the State of Connecticut for the performance of the work on the project.

In the event of any inconsistencies between applicable general laws and the Contract Documents, the applicable general laws shall prevail.

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall be valid and enforceable according to its terms.

The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Connecticut. Neither party shall be deemed to be the author of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day of the year first above written.

(Contractor)

ATTEST:

BY _____
Jeff Manville, First Selectman

(Print or type all names under signature.)

CERTIFICATIONS

I, _____ certify that I am the _____
of the corporation named as Contractor herein; that _____
who signed this Agreement on behalf of the Contractor, was then _____
of said corporation; that said agreement was duly signed for and on behalf of said corporation
by authority of its governing body, and is within the scope of its corporate powers.

_____ (CORPORATE SEAL)

NOTICE TO PROCEED

DATE: _____, 2021

TO: _____

PROJECT DESCRIPTION: **Town Wide Tree Removal and Emergency Services**

You are hereby notified to commence work in accordance with the Agreement dated _____, 2021 on or before August 8, 2021, and you are to complete the work as indicated in Article 1 of the Form of Agreement.

Town of Southbury

By _____
Jeff Manville, First Selectman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this _____ day of _____, 2021

By _____
(Please Print)

Title _____

Town Wide Tree Removal and Emergency Services

Scope of Work

Description

The work consists of furnishing all supervision, labor, tools, saws, equipment and material necessary to perform all operations in connection with tree removal or tree trimming on Town property or within the 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 property, both public and private, is caused by the workers. The successful bidder shall make good any damages caused at their own expense and to the satisfaction of the Town. There shall be no additional compensation from the Town for repair or restoration work.

Working Hours

The contractor shall be allowed to schedule work between 7:00am and 3:30pm 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 Southbury will not be accepted.

Conditions

It is understood that that tree removal and trimming services as described may be required immediately following a major storm, ice storm, snow storm or high wind event. It is also understood that the weather conditions immediately following a storm are often not ideal but the successful bidder may be required 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 which is expected to be temporary in nature, the Town of Southbury reserves the right to request the services called for in this bid. The Contractor shall make their best effort to provide the services at the time and in the manner specified by the Town. From the time a request for services is made the Contractor shall acknowledge the request by a 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 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. Contractor must be on call 24 hours a day, 7 days a week. The contractor shall provide the Town with a reliable method for 24-hour emergency contact.

Payment

Payment shall be according to the unit price proposed and shall be considered complete payment for the entire crew. Invoices shall be calculated based on actual hours worked. Travel time must be included as part of the hourly rates and will not be paid for separately.

Traffic Control

The Contractor shall provide all necessary flagmen, signage, and cones required to safely perform the work. Traffic control will comply with the most up to date *Manual on Uniform Traffic Control Devices* (U.S Department of Transportation, Federal Highway Administration). If it is determined by the Town of Southbury that uniformed Police duty is required it will be provided to the Contractor at no cost.

Clean Up

When required to provide a wood chipper the equipment is required to chip material up to 12 inches in diameter. The Contractor shall dispose of the wood chips at either the Public Works Yard at 61 Peter Rd or the Town Transfer Station located at 231 Kettle town Rd as instructed by the Director of Public Works. Disposal of material greater than 12 inches is the responsibility of the selected Contractor, the cost of which is included in the unit price. At the completion of the work all paved areas are to be blown clean of all debris with a leaf blower.

BID PROPOSAL
2021-012



TOWN OF SOUTHBURY
TOWN WIDE TREE REMOVAL AND EMERGENCY SERVICES

TO: Mr. Jeff Manville
 First Selectman
 501 Main Street South
 Southbury, Connecticut 06488

PROPOSAL OF:

NAME OF COMPANY: _____

FOR: Town Wide Tree Removal and Emergency Services

The undersigned declares that he/she has thoroughly reviewed the specifications and all other bidding documents, dated July 14, 2021, and that, if his/her bid is accepted, he/she will complete the work for the Town of Southbury and that he/she will take in full payment therefore, The unit prices set forth below are inclusive of all labor, materials, equipment, technical service, insurances, warranties, taxes licenses and fees to furnish, deliver and install the materials specified:

IN DOLLARS

IN WRITING

1. 3 Person Crew with 75' Ariel Lift, Chipper, Chip Box Truck All Tools, Adequate Supervision

\$_____ per hour

_____ per hour

2. 4 Person Crew with 75' Ariel Lift, Chipper, Chip Box Truck All Tools, Adequate Supervision

\$_____ per hour

_____ per hour

3. Hourly Rate for 35 Ton / 100' Live Boom Crane to Assist w/ Tree Removal

\$_____ per hour

_____ per hour

4. 3 Person Crew with 100' Ariel Lift, Chipper, Chip Box Truck All Tools, Adequate Supervision

\$_____ per hour _____ per hour

5. Truck With Truck Mounted Grapple Loader having a Minimum Capacity of 3,500 LBS. At A 20 Radius And A Log Bunk For Tree Removal To Be Operated by The Driver

\$_____ per hour _____ per hour

ACKNOWLEDGEMENT:

ADDENDUM # ----- DATE -----

ADDENDUM # ----- DATE -----

ADDENDUM # ----- DATE -----

It is understood that the Town of Southbury reserves the right to add or delete work at its sole discretion.

(Legal Company Name)

(Signature of Authorized Representative) L.S.

(Title of Authorized Representative)

(Business Address)

(City, State and Zip Code)

(Date)

() _____
(Telephone Number)

(Email)

**NOTICE TO CONTRACTORS — CODE OF ETHICS/CONFLICT OF INTEREST
ORDINANCE**

The Town of Southbury has amended its Code of Ethics/Conflict of Interest Ordinance to become effective on February 27, 2017 and is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have **read** the above Code of Ethics/Conflict of Interest Ordinance, and agree to abide by its terms.

ORDINANCE RECEIVED BY: _____ (Print name)

_____ (Signature)

_____ (Date)

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.

INDEMNIFICATION CERTIFICATE

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of Southbury, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of Southbury. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

CONTRACTOR

BY:

Authorized Signature & Title

Address

Date