



## Middlebury Department of Public Works

### Invitation to Bid

## **Tree & Brush Clearing Per Specifications at 4 Skyline Drive**

The Town of Middlebury is accepting bids for Tree and Brush Clearing Services. All bids must be submitted on forms and per specifications supplied by the Middlebury Public Works Department. Bids will be received at the Town Hall, 1212 Whittemore Rd, Middlebury, CT 06762 until **10:00a.m. on Monday, August 5, 2024**, when they will be opened and read publicly at that time. Bidders are not required to be in attendance at the bid opening. The bid specifications can be downloaded at no cost from the Town of Middlebury website: <https://www.middlebury-ct.org/bids-rfps>

#### **Intended Scope of Work:**

This request for proposal shall apply to all labor, equipment, and tools required to clear-cut and remove all trees, branches, and brush within the contract limits. The successful contractor shall be responsible for the removal of all of the trees, logs, brush, and branches from within the designated work area. Stumps shall be left at a cut height as directed by DPW. The Town shall bear the responsibility for digging out and removal of the stumps.

#### **Location of Work:**

#4 Skyline Drive, Middlebury Connecticut. The area of trees to be cleared has been marked and may be inspected. Since this is a drainage easement over privately owned property, please call (203) 577-4170 to make an appointment to inspect the site.

#### **Instructions to Bidders**

##### **1. Intent**

These specifications intend to solicit the services of a qualified contractor to provide Tree Clearing Services for the Town of Middlebury. The goal of this project is to remove all of the trees and brush in a designated area at #4 Skyline Drive to allow access to heavy excavation equipment through an easement for the installation of a new drainage pipe from a catch basin located on Skyline Drive east to the Sewer ROW. Removal of all trees, brush, and logs is necessary in a timely manner which shall be the responsibility of the successful contractor. Stump removal shall be the responsibility of the Town.

##### **2. General Provisions**

**Bid Return:** Please return an envelope containing your bid and required documents. Clearly mark your bid envelope with the bid title "**Tree Clearing Services @ Skyline Drive**" and include the bid opening date to prevent a sealed bid from being opened before the bid opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms are required with the bid:

- Bid Schedule
- Proof of Insurance
- Hold Harmless/Supplemental Agreement
- Non-Collusion/Non-Discrimination Form

##### **3. Notice of Award**

The Town shall give notice of acceptance of the bid to the successful bidder by mail or email to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification to the successful bidder.

**4. Proposal Questions**

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be in writing and directed to Daniel Norton, Director of Public Works by e-mail and be received no later than **12:00 PM on July 31, 2024**. Any questions received after that date and time will not be answered.  
Email address: dnorton@middlebury-ct.org

**5. Basis of Award**

It is intended that this Contract shall be awarded to the Bidder or Bidders that best meet the needs of the Town of Middlebury with respect to past performance, qualifications, contractor's submitted starting date, and cost. Qualifications shall include the ability of the Contractor to complete all work within the desired time frame.

**6. Award of Contract**

The Town reserves the right to reject any and all bids, for any reason the Town deems advisable, and to award Contract or Contracts to any of Contractors bidding on work, regardless of the amount of bid.

**7. Bid Security**

A Bid Bond or Certified Check is not required for this bid.

**8. Performance and Material Bond**

A Performance Bond or Certified Check is not required for this bid.

**9. Price, Discounts, and Payment**

Bid Prices will be considered all-inclusive unless a discount is shown. In addition to the price bid, each bidder may quote binding discounts, which will be considered when making the award.

**10. Delays**

Delays for the completion of work once the work has begun shall be avoided however, any delays shall require pre-approval by the Director of Public Works.

**11. Liquidated Damages**

There are no liquidated damages as part of this contract.

**12. Assignment of Contract**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or of his right, title, or interest therein of his obligations thereunder, without prior written consent of the Town.

**13. Acceptance of Subcontractor**

The successful Bidder agrees that all subcontractors including hired trucks shall work on Town projects at the sole discretion of the Town. Subcontractors shall be subject to the same terms and conditions as are applicable to the bidder. The successful bidder shall be fully responsible for the performance of the subcontractors and for payment to any subcontractors working on Town projects.

**14. Basis of Payment**

Payment for this work shall be made in one lump sum for work once completed and accepted. Bid prices shall be inclusive of all equipment, labor, tools, and any other costs incidental to the completion of this work being contemplated. Invoices shall be sent to the Middlebury Finance Department, 1212 Whittemore Road, Middlebury, CT 06762, Attention: Connie Brunswick.

**15. The Town of Middlebury is Tax Exempt.**

The Town's tax-exempt number shall be provided to the successful bidder who becomes the contractor, upon their request.

***Insurance Requirements – Next Page***

**16. Insurance (Due upon bid award)**

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

**A. Workers Compensation:**

(Name of Contractor) shall provide workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

**B. Commercial General Liability Insurance:**

(Name of Contractor) shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the Town as an additional insured.
- Such coverage provided by the Contractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and non-contributory.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

**C. Commercial Automobile Insurance:**

Provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

**D. Umbrella Liability Insurance:**

Provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

**E.** The Contractor shall ensure that all of its Subcontractors procure and maintain the same insurance as required of the Contractor under this Agreement and that each Subcontractor shall name the Owner as an additional insured. Such coverage provided by the Subcontractor shall be provided on an occurrence basis and shall be primary. Any insurance or self-insured retention available to the Owner shall be secondary and noncontributory.

**F.** Contractors must name the Town of Middlebury 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 Middlebury.

**17. Environmental, Health and Safety**

The contractor must comply with all local, state and federal environmental health and safety regulations.

**18. Hold Harmless Agreement**

The Contractor agrees to hold harmless the Town of Middlebury 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. The Contractor will be required to have a signed Hold Harmless Agreement (enclosed) on file with 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 under any circumstances, will be considered servants or agents of the Town of Middlebury and the Town will be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents or the Contractor's Subcontractors. 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 do 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 have a signed Supplemental Agreement (enclosed) on file with the Town.

**20. Non-Collusion/Non-Discrimination**

The proper Non-Collusion and Non-Discrimination forms must be signed, sworn, and submitted with the bid.

Any questions or ambiguity regarding definitions shall be brought to the attention of the Town. The agent for the Town shall be Director of Public Works Daniel Norton, via email: [dnorton@middlebury-ct.org](mailto:dnorton@middlebury-ct.org).

**End of Instructions to Bidders**

**Technical Specifications**

The work covered by this section consists of furnishing all labor, tools, trucks, and equipment necessary to perform all operations in connection with the tree clearing at 4 Skyline Drive Middlebury CT 06762.

The bidder shall employ a sufficient number of qualified persons as required to fulfill its obligations to quality work performed under this Contract.

**Tree and Brush Cutting:**

All trees and brush shall be cut and removed. All other branches and brush within the contract limits must also be removed. Any ramping required to get tree removal equipment into the property as well as creating of an area for staging and loading of the trees must be identified before tree removal begins to give DPW the time to accomplish this work without disrupting the successful contractor's schedule.

**Wood Chips:**

Woody material can be chipped onsite but logs and chips must be removed from the site immediately upon completion of the work.

**Erosion Control**

Erosion controls shall be the responsibility of the Town.

**Hours of Operation**

Hours of operation will be limited to Monday through Friday from 7:00 am to 5:00 pm. Work on weekends only with preapproval by the Town and property owner.

**Signage and Traffic Control:**

For the purposes of this bid, the Contractor shall be responsible for and maintain all signage required. Uniformed officers or flagmen, and neighborhood notifications of intended work shall be the responsibility of the Town.

If Uniformed officers are required for traffic control, the Town shall be responsible for supplying those officers and the cost of those officers.

***Bid Schedule on Next Page***

## **Bid Schedule**

**ALL BIDS MUST BE RECEIVED BY THE DATE & TIME OF THE OPENING**

**Bids received after the start of the opening will be rejected!**

**Bids will be opened and read aloud: 10:00 AM on Monday August 5, 2024**

**Middlebury Town Hall, Selectman's Conference Room**

**1212 Whittemore Rd, Middlebury CT 06762**

**Bids may be personally delivered, delivered by carrier service, or mailed to:**

**Town of Middlebury**

**Patricia Kurze, Finance Department**

**1212 Whittemore Road**

**Middlebury CT 06762**

**Bid for Tree and Brush Clear Cutting @ 4 Skyline Drive, Middlebury, CT. 06762 according to specifications attached herein.**

**Bid Price \$ \_\_\_\_\_**

**(In Words) \_\_\_\_\_**

**Authorized Person Bidding (Signature) \_\_\_\_\_**

**Authorized Person Bidding (Print) \_\_\_\_\_**

**Name of Firm \_\_\_\_\_**

**Address of Firm \_\_\_\_\_**

**Telephone \_\_\_\_\_**

**Email \_\_\_\_\_**