

# **REQUEST FOR PROPOSAL**



## **Tree Work**

### **Morris Public Works Department**

### **Town of Morris, Connecticut**

Issue Date: July 18, 2023

Prepared by:

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**TOWN OF MORRIS, CT**



**Public Works Department  
Request for Proposal**

**Tree Work**

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# **TOWN OF MORRIS, CT**

## **Public Works Department Request for Proposal**

### **Tree Work**

#### **SECTION I: GENERAL INFORMATION**

The Town of Morris is accepting bids for Tree Work on a per job / hourly basis.

All bids shall be in a sealed envelope and clearly marked on the outside "2023 Tree Work Bid". Bids sent by US Mail shall be sent in double sealed envelopes and marked clearly on both envelopes.

All bids must be submitted on forms provided and in accordance with specifications supplied by the Town of Morris, Public Works Department; mailing address, 3 East Street Morris CT 06763.

Bids will be received at the First Selectman's Office, 3 East Street, Morris, CT until 3:00 pm, Monday, August 14, 2023. Received bids will be opened and read aloud at the Board of Selectmen's Meeting, Morris Town Hall on August 15, 2023 at 4:30 PM, the meeting is open to the public.

#### **SECTION II: INSTRUCTIONS TO BIDDERS**

##### **Intent**

The intent of these specifications is to obtain a Contractor to do work for the Town of Morris on an hourly basis. The Contractor shall have adequate licenses, equipment, and materials for projects to insure completion within an agreed-upon time on a per-request basis.

##### **General Provisions**

All Contractors shall observe the following instructions and specifications.

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

- Bid for Tree Work
- Hold Harmless Agreement and Supplemental Agreement (Enclosed)
- Certificate of Insurance
- Non-Collusion Form (Enclosed)
- Non-Discrimination Form (Enclosed)

##### **Proposal Questions**

Any questions pertaining to the scope-of-work, content, or procedure for submitting bids, can be made no later than August 14, 2023 and should be directed to:

Kyle Rosenbeck, Road Foreman  
Public Works Department  
Phone: 860-567-7439  
Cell: 860-806-8000  
Fax: 860-567-7432  
Email: [highway@townofmorrisct.com](mailto:highway@townofmorrisct.com)

### **Basis of Award**

It is intended this Contract shall be awarded to the Contractor(s) that best meet the needs of the Town of Morris 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.

### **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.

### **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 more than one of the contractors to ensure availability in order to complete projects. Lower bidding contractors will be given first consideration.

### **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 Road Foreman.

### **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.

### **Delays**

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

### **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 Morris.

### **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.

### **Acceptance of Subcontractor**

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

### **Damage or Loss**

The Contractor will be responsible for any loss or damage that may happen during work and will make good on any occurrence of such. Reasonable care must be taken to prevent damage to surroundings, both public and private.

### **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.

### **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 and approved in writing by the Road Foreman 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 Road Foreman. The Town's 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. Lump sum based on Contractor's estimate accepted by owner and approved by the Road Foreman
- C. Actual costs plus ten percent (10%) for overhead and profit

### **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 Road Foreman prior to commencing the project.

### **Permits**

The Contractor is responsible for obtaining all Local, State, and Federal Permits required for completing the project. Copies of all permits will be submitted to the Road Foreman prior to commencing work. In instances where the governing body waives a permit, a copy of the communication in lieu of the permit is required.

### **Hold Harmless Agreement**

The Contractor agrees to hold harmless the Town of Morris and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgments, and liability of 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 and 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 sign the enclosed Hold Harmless Agreement prepared by the Town.

### **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 Morris 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 Tax, Federal or State Income Tax, 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.

### **Length of Contract**

The Town of Morris is requesting bid proposals for the time period beginning July 1, 2023 until June 30, 2025. The Town of Morris reserves the right to negotiate with the Contractor selected, additional periods beyond June 30, 2025.

### **SECTION III: INSURANCE REQUIREMENTS**

The Contractor shall carry the following minimum insurance coverages. *The contractor will furnish the **TOWN OF MORRIS** with Certificates of Insurance with the **TOWN OF MORRIS** named as an additional insured:*

1. **Statutory Workers Compensation and Employers Liability with limits of:**
  - \$100,000 per accident
  - \$100,000 per employee in disease coverage
  - \$500,000 Disease-policy limit.
2. **Commercial General Liability Form** (1988 ISO Occurrence Form or equivalent) **with limits of:**
  - \$2,000,000 – Each Occurrence for Bodily Injury and Property Damage
  - \$2,000,000 – Products, Completed Operations Aggregate Limit
  - \$2,000,000 – General Liability Aggregate\* Limit
  - \$2,000,000 – Personal Injury

\*General Aggregate MUST include per project endorsement type.
3. **Automobile Liability covering all owned, non-owned and hired vehicles with limits of:**
  - \$2,000,000 – Combined Single Limit for Bodily Injury and Property Damage

Town of Morris, its officials, employees and volunteers, MUST be additional insured with reference to this project on a primary basis. **The policy endorsement evidencing this coverage must be provided with the certificate of liability insurance.**

The insurer shall waive all rights of subrogation against the Town of Morris, its officers, employees and volunteers arising from work performed by contractor.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insurance coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

Umbrella limits over Automobile Liability limits may be used to make up the required limits.

If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automobile Liability insurance policies.

Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.

All losses defined which are not recoverable by virtue of any deductible clause, shall be absorbed by the Trade Contractor.

## **SECTION IV: TECHNICAL SPECIFICATIONS**

### **Scope of Work**

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

### **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.

### **Hours of Work**

Deadlines for emergency work must be within 24 hours of a call and be completed immediately if possible. Contractor 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.

#### **Regular Business Hours:**

- Daily shall mean 7:00 am until 5:00 pm
- Off Hours shall mean 5:01 pm until 6:59 am

#### **Holidays shall mean the following:**

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

### **Layout**

To be determined on a per-request, per-job basis. The Road Foreman / Tree Warden will be responsible for marking trees to be removed.

## **SECTION V: ATTACHMENTS**

# **TOWN***of* **MORRIS**

## C O N N E C T I C U T

### **TOWN OF Morris, CT**

### **\*BID FORM** **2023-2025 Tree Work**

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Bucket Truck \_\_\_\_\_' ht. - & Operator \$\_\_\_\_\_ per hr.

Chipper & Truck with box & Operator \$\_\_\_\_\_ per hr.

Each Additional Ground Man \$\_\_\_\_\_ per hr.

Crane & Operator with Additional Man \$\_\_\_\_\_ per hr.

Stump Grinding \$\_\_\_\_\_ per hr.

Other Service(s) \_\_\_\_\_ \$\_\_\_\_\_ per hr.

**\*NOTES:**

- This is a two (2) year bid
- If not bidding an item, write N/A for item.



**TOWN OF MORRIS, CT**

**NON-COLLUSION AFFIDAVIT**

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

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and states:  
Individual's Name (Printed)

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\_\_\_\_

\_\_\_\_\_  
Notary Public (Seal)      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Individual's Name (Signature)



**TOWN OF MORRIS, CT**

**NON-DISCRIMINATION CERTIFICATION**  
**(Representation by Entity)**

Written representation that complies with the non-discrimination 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 Morris, 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 \_\_\_\_\_,  
State of Commonwealth

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

\_\_\_\_\_ and that \_\_\_\_\_ has a Policy in place  
Name of Entity Name of Entity

that complies with the non-discrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

\_\_\_\_\_  
Authorized Signatory Date

\_\_\_\_\_  
Printed Name

**TOWN OF MORRIS, CT**

**HOLD HARMLESS AGREEMENT**

The Contractor named below agrees that it will indemnify and hold harmless the Town of Morris 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 Morris's negligence or it's 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 Morris 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 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 Worker's Compensation, normally provided by the Town for its employees.

STATE OF CONNECTICUT     )  
   )  
COUNTY OF \_\_\_\_\_ )

ss:

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Subscribed and sworn to before me on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

## **APPENDIX A**



**TOWN OF MORRIS, CT**

**Public Works Department  
Request for Proposal**

**TREE WORK**

The Town of Morris, CT seeks bids for annual tree work on an hourly basis. Prospective bidders may download the Bid Document at: [www.townofmorrisct.com](http://www.townofmorrisct.com) and/or contact the Public Works Dept at 860-567-7439. Sealed Bids must be received no later than 3:00 pm on August 14, 2023. Town of Morris is an AA/EOE/M/F/D/V.