



## Town of Stafford

### REQUEST FOR PROPOSALS (RFP)

RFP NO. 21-204

The Town of Stafford is accepting Proposals on the following:

TREE TRIMMING AND/OR REMOVAL SERVICES  
Stafford Springs, CT

All proposals must be made in accordance with Stafford bidding ordinance 11-5 supplied by:

The Town of Stafford  
Department of Public Works  
Town Hall, 1 Main Street  
Stafford Springs, CT 06076  
[www.staffordct.org](http://www.staffordct.org)

The Town of Stafford is an Equal Opportunity/Affirmative Action Employer.

All proposals must be received by the Proposal Due Date of: October 4, 2021

TOWN OF STAFFORD, CONNECTICUT  
REQUEST FOR PROPOSALS

TREE TRIMMING AND/OR REMOVAL SERVICES  
RFP 21-204

Request for Proposal packets will be available on Monday, September 13, 2021 and may be obtained online at <http://www.staffordct.org> or by emailing the Public Works Department at [dpw@staffordct.org](mailto:dpw@staffordct.org) and requesting a set of bid documents. No hard copies will be available.

There will be no pre-proposal meeting. It is expected that each bidder be acquainted with the Town of Stafford and the conditions related to tree trimming and removals within the Town of Stafford Right-of-Way. There will be no public bid opening. Bidders may request a summary of bids by emailing [dpw@staffordct.org](mailto:dpw@staffordct.org).

Request for Proposals are due on Monday, October 4, 2021 in the Public Works Department, Town of Stafford Town Hall, 1 Main Street, Stafford Springs, CT 06076 by 2:00 pm.

The Town of Stafford reserves the right to amend or terminate this Request for Proposal; accept all or any part of a proposal; reject all proposals; waive any informalities or non-material deficiencies in a proposal; and award the proposal to the firm which in the opinion of the Town presents the best value to the community in terms of experience, cost and ability to complete the tasks in a timely fashion and not necessarily the lowest bid.

Please note that Connecticut Prevailing Wages may apply in accordance with CGS, Title 31, Chapter 557, section 31-53 (all).

Dated this 13th day of September, 2021  
Town of Stafford



TOWN OF STAFFORD  
INSTRUCTIONS TO BIDDERS

PROJECT TITLE:

Tree Trimming and/or Removal Services, 21-204

PROPOSAL DUE DATE:

Monday October 4, 2021

All proposals should be sealed with the project title and RFP number clearly written on the front. They are to be delivered to the Public Works Department no later than 2:00pm. A formal opening will not be held and prices will not be read. Facsimiles or emailed bids will not be accepted.

ESTIMATED TIME PERIOD FOR CONTRACT:

Approximately one (1) year with the option to extend annually, up to three (3) years. The Town reserves the right to extend the contract.

CONSULTANT ELIGIBILITY:

This procurement is open to those companies that satisfy the minimum qualifications stated herein and that are available for work in the State of Connecticut.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction and Background
2. Specifications
3. Submission Requirements
4. Contract Considerations
5. Award of Contract
6. RFP Attachments

## **1. INTRODUCTION**

### **1.1 PURPOSE AND BACKGROUND**

The Town of Stafford is initiating this Request for Proposals (RFP) to solicit bids from firms interested in performing tree trimming and/or removal services within the Town of Stafford Right-of-Way.

The Town intends to award one or more contracts to provide the services described in this RFP. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

### **1.2 MINIMUM QUALIFICATIONS**

Minimum qualifications of contractors include but, not limited to:

- Licensed to do business in the State of Connecticut
- Ten years minimum experience
- Contractors and subcontractors to be current with any tax liability owed the Town of Stafford
- Employ experienced workers and experienced supervisory personnel
- Operators must hold current CDL licenses, be EHAP certified, and be enrolled in DOT drug and alcohol program. Contractor must provide copies of licenses and certificates.
- Bidder must retain a licensed arborist on staff

## **2. SPECIFICATIONS**

### **2.1 OBJECTIVES AND SCOPE OF WORK**

The Contractor shall provide One (1) 75 Foot Bucket Truck with One (1) Operator, Chipper with One (1) Operator and necessary Traffic controllers(s) with Traffic Devices to Trim and/or Remove Trees on the Town's right of way in accordance with the following conditions:

1. Bucket truck will be inspected by the Town of Stafford before awarding a bid to verify that the truck is qualified, safe, and efficient. Truck must have federal inspection sticker showing for truck and certification sticker for electrical test and articulated inspection of aerial boom; please provide photo of stickers and copies of inspection certification papers performed by an authorized aerial lift mechanic listing the company name and contact information in bid submittal.
2. Operators must hold current CDL licenses, be EHAP certified and enrolled in a DOT drug and alcohol program. Contractor must provide copies of licenses and certificates.
3. Bidder must retain a licensed arborist on staff.
4. The (1) bucket truck, (1) chipper, (2) operators and traffic controller(s) shall be available to report to work by the week of October 11, 2021. Work to be performed shall be coordinated between the Contractor and the Town, on an "as needed" basis. Hourly fees to be charged as "on-site", not portal to portal.
5. Work to be done between 7:00 a.m. and 3:30 p.m. Monday thru Friday.
6. All brush to be chipped on site.

7. When trees are removed, the stock wood shall be cut into 4' lengths and stacked neatly in Town's right-of-way unless otherwise specified by the Department of Public Works.
8. Any and all required maintenance and repair work to bucket truck shall be done by Contractor, at the Contractor's expense. In case of a breakdown, a back-up bucket truck of the same capacity must be provided within two calendar days.
9. Operator shall be directly under the supervision of the Director of Public Works, or his assignee. All orders by these parties shall be immediately, cooperatively, and effectually adhered to. Operator is expected to be fully trained and qualified. The hourly rate will be adjusted to 75% of the standard if in the opinion of the Town, the Operator is not sufficiently trained, for the time that the Operator is performing work for the Town.
10. Routing and/or maps shall be provided by the Director or his assignee. Contact between the Director or his assignee and the operator must be maintained through cellular phones.
11. Bucket truck and chipper may be based on designated Town property if desired by the Contractor.
12. The successful bidder will be required to post a Certificate of Insurance, with the Town of Stafford names as additional insured. Minimum Scope and Limits of Insurance specified in Section 4.

## 2.2 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 1, 2021 and to end on or about October 31, 2022. The Town of Stafford reserves the right to cancel the contract at any time, if the performance of the contractor is deemed to be inadequate. Amendments extending the period of performance, if any, shall be at the sole discretion of the Town of Stafford.

The Town of Stafford also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. The Town of Stafford reserves the right to extend the contract.

## 2.3 PROJECT SCHEDULE

The following is the proposed schedule for the selection process and work program:

RFP Issued	September 13, 2021
Proposals due	October 4, 2021
Recommendation for award	October 7, 2021
Contract finalized	October 18, 2021

The Town of Stafford reserves the right to revise the above schedule.

## 3. **SUBMISSION REQUIREMENTS**

### 3.1 BID FORM

The Contractor shall submit pricing using the attached "Bid Form", along with all other required documents and any documentation the Contractor deems pertinent to the project.

### 3.3 SUBMISSION DUE DATE

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the Town of Stafford and will not be returned. Unless otherwise noted within a proposal, proposals received in response to this document are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the Town and the firm submitting the proposal. The envelope should be sealed with the project title and RFP number clearly written on the front and put to the attention of the Public Works Department.

### 3.4 MOST FAVORABLE TERMS

The Town of Stafford reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Contractor can propose. There will be no best and final offer procedure. The Town of Stafford reserves the right to contact a Consultant for clarification of the proposal.

### 3.5 NO OBLIGATION TO CONTRACT

This RFP does not obligate the Town of Stafford to contract for services specified herein.

### 3.6 REJECTION OF PROPOSALS

The Town of Stafford reserves the right, at its sole discretion, to reject any and all proposals received without penalty and will not be required to issue a contract as a result of this RFP.

Whenever it is deemed to be in the best interest of the Town, the First Selectman or designated representative may waive informalities in any and all bids.

### 3.7 REFERENCES

The proposal shall include three references of a project of similar size. Include project name and contact information.

## 4. **CONTRACT CONSIDERATIONS**

### 4.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act.

### 4.2 INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Stafford, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the Town

of Stafford or its officers, agents or employees. The Town, as a sovereign government, cannot indemnify businesses or individuals.

#### 4.3 INSURANCE COVERAGE

The Contractor and its sub-contractors are to furnish the Town of Stafford with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor(s) shall, at its own expense, obtain insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate(s) of Insurance that insurance shall be provided and a copy shall be forwarded to the Town of Stafford within fifteen (15) days of the contract effective date.

- 1) General liability insurance policy with limits of 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. General liability coverage shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage. General liability must also include contractual liability. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 2) 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. Commercial auto coverage shall be written on ISO form CA 00 01 1990 or later edition, or a substitute form providing equivalent coverage.
- 3) Connecticut 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.
- 4) Commercial umbrella liability policy in excess of those limits described above. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence.

#### Additional Provisions

Above insurance policy shall include the following provisions:

**Additional Insured:** The Town of Stafford, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Town of Stafford.

**Cancellation:** The Town of Stafford shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accordance with the following

specifications. The insurer shall give the Town 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Town shall be given 10 days advance notice of cancellation.

Identification: Policy must reference the Town's contract number and the agency name.

Insurance Carrier Rating: All insurance & bonds are to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Stafford.

Excess Coverage: By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect the Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Town in this contract.

Verification of Coverage: The Contractor shall furnish the Town with Certificates of Insurance affecting coverage required by this exhibit. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring Certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time.

Failure to Purchase or Maintain Insurance: If the Town or the contractor is damaged by failure of the contractor to purchase or maintain insurance required by this exhibit, the contractor shall bear all reasonable costs properly attributable thereto.

## **5. AWARD OF CONTRACT**

### **5.1 NOTIFICATION TO PROPOSERS**

The Town of Stafford will notify the successful Contractor of their selection upon completion of the evaluation process. Individuals or firms, whose proposals were not selected, will be notified separately by e-mail or facsimile if such information is provided with bid proposals.

### **5.2 BILLING PROCEDURES AND PAYMENT**

Based on application for payment submitted to the Public Works Director by the Contractor, The Town of Stafford shall make such payments with approval from the Public Works Director or their assignee.

### **5.3 CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.



Contractor's Contract Manager	Town of Stafford Contract Manager
<u>Contract Manager's Name:</u> <u>Contractor:</u> <u>Contractor's Address:</u>  <i>Phone :</i> (       ) <i>Fax:</i> (       ) <i>Email address:</i>	Clement Langlois III Tree Warden 1 Main Street Stafford Springs, CT 06076  Phone: (860) 684-3448 Cell: (860) 936-2643 Fax: (860) 684-1785 Email address: <i>clanglois@staffordct.org</i>

#### 5.4 APPROVAL

This contract shall be subject to the written approval of the Town's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

#### **GENERAL SPECIFICATIONS:**

**Permits:** All permits, licenses and fees required for the performance of the contract work shall be secured and paid for by the Contractor. The local building permit fees will be waived. However, the Contractor will be responsible for the State Educational Fee of 26 cents per one thousand dollars and a Ten dollar software fee, if it applies.

**Workmanship:** The entire work described herein shall be completed in accordance with the plans and specifications to the full extent and meaning of the same. Unless otherwise specified all materials incorporated in the permanent work shall be new and of good quality.

**Property Access:** The Contractor shall take all proper precautions to protect personnel from injury or unnecessary interference and provide proper means of access to abutting property where the existing access is cut off by the contractor.

**Disposal of Materials:** The Contractor shall dispose of all materials in compliance with state and local regulations.

**Disposal of Hazardous Materials:** The Contractor shall dispose of all hazardous materials in compliance with state and local regulations.

#### **END OF INSTRUCTIONS TO BIDDERS**

TOWN OF STAFFORD  
TREE TRIMMING AND/OR REMOVAL  
RFP NO. 21-204

BID FORM

TREE TRIMMING AND/OR REMOVAL SERVICES:

Two (2)-man crew w/ bucket truck, chipper and truck and all related equipment: \$\_\_\_\_\_/hr

Two (2)-man crew w/ chipper and truck and all related tools and equipment: \$\_\_\_\_\_/hr

Two (2)-man crew w/ bucket truck only: \$\_\_\_\_\_/hr

One additional crew person to assist two (2)-man crew when needed: \$\_\_\_\_\_/hr

Emergency callout after hours (Chipper & Truck only): \$\_\_\_\_\_/hr

Other Equipment:

Mini Excavator with Grapple and Operator: \$\_\_\_\_\_/hr

Crane with Operator: \$\_\_\_\_\_/hr

Climber w/ Equipment: \$\_\_\_\_\_/hr

Skid Steer with Grapple and Operator: \$\_\_\_\_\_/hr

Spider Type Track Lift w/ Operator: \$\_\_\_\_\_/hr

Add Any Additional Equipment and Rate

\_\_\_\_\_ \$\_\_\_\_\_/hr

\_\_\_\_\_ \$\_\_\_\_\_/hr

\_\_\_\_\_ \$\_\_\_\_\_/hr

\_\_\_\_\_ \$\_\_\_\_\_/hr

Price increase (percentage), if any, for year two \_\_\_\_\_ and for year three \_\_\_\_\_.

The following items must be included in the bid proposal:

Bid Form	YES _____	NO _____
Non-Collusive Bidding Certification	YES _____	NO _____
Affirmative Action Statement	YES _____	NO _____
Connecticut Licensed Arborist Certificate	YES _____	NO _____
Equipment Inspection Certificate (bucket truck)	YES _____	NO _____

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.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed/Printed Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

The Town of Stafford reserves the right to reject any bid or all bids, or any part of any bid, or waive any defect, irregularity or formality of any bid when it is determined to be in the best interest of the Town to do so. Facsimiles or emailed bids will not be accepted.

**TOWN OF STAFFORD, CONNECTICUT**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER**

**(including notification of outstanding financial and other obligations to the Town of Stafford)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the  
(Bidder/Proposer Name)  
Bidder/Proposer that has submitted the attached Bid/Proposal;

1. He/She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
2. Such Bid/Proposal is genuine and is not a Collusive or Sham Bid/Proposal;
3. Neither the said Bidder/Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/Proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Stafford or any person interested in the proposed Contract;
4. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

7. **Check one:**

\_\_\_\_\_ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Stafford nor are they a party to any entity which has any such obligations.

\_\_\_\_\_ There are such outstanding obligations. (List all obligations on a separate sheet, indicate the nature of the obligation and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Stafford as required by State law.

9. Listing of owners, partners, officers, representatives, agents and/or affiliates

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

(Use additional sheet if necessary - must be on company letterhead and notarized)

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

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

\_\_\_\_\_ Title \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTE: THIS FORM MUST BE NOTARIZED**

TO BE COMPLETED BY ORIGINATING DEPARTMENT

BID/PROPOSAL/AGREEMENT TITLE:	
DEPARTMENT:	
RETURN FORM TO:	
ADDRESS:	
ADDRESS:	

**AFFIRMATIVE ACTION PROGRAM CERTIFICATION**

City/Town of \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF PROJECT \_\_\_\_\_

\_\_\_\_\_

BID AMOUNT: \$ \_\_\_\_\_

DATE: \_\_\_\_\_

I (Name of Person) \_\_\_\_\_  
of \_\_\_\_\_

(Name of Firm) \_\_\_\_\_ intend

to honor our Affirmative Action Program on file with the Connecticut Department of Transportation, Office of Contract Compliance. I further certify that our Affirmative Action Program is current and that the last approval was on \_\_\_\_\_, 20 \_\_\_\_ and it expires on \_\_\_\_\_, 20 \_\_\_\_.

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

EEO OFFICER

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

5. Name of Bidder: \_\_\_\_\_
6. Bidder's Tax Identification Number: \_\_\_\_\_
7. Permanent Main Office Address: \_\_\_\_\_
8. When Organized: \_\_\_\_\_
9. If a Corporation, where incorporated: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_
10. If other than a Corporation or Partnership, describe Organization and name Principals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Number of years engaged in construction under present firm or trade name: \_\_\_\_\_ Number of years as General Contractor: \_\_\_\_\_

8. Contracts on hand:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Engr.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

9. General character of work performed by your firm:

\_\_\_\_\_

\_\_\_\_\_

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10. Percent of work normally performed with your own forces:

<u>Trade</u>	<u>Percent</u>	<u>Trade</u>	<u>Percent</u>	<u>Trade</u>	<u>Percent</u>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

11. Have you ever failed to complete any work awarded to you? If so, where and why:

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11. Have you ever defaulted on a Contract? If so, where and why:

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12. List the more important contracts completed by you within the past 5 years:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Eng.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Date Completed</u>
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14. List major equipment available for this Contract:

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15. Experience in work similar in importance to this project:

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13. Background and experience of the principal members of your organization, including the officers:

<u>Individual's Name</u>	<u>Construction Experience/Yrs.</u>	<u>Present Position Years Experience</u>	<u>Previous Position Responsibility</u>	<u>Years Experience</u>

14. Name and background of superintendent who will have principal on-site responsibility for this project:

Individual's Name

Similar Project Experience

Dollar Value

Responsibility

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15. List States and Categories in which your Organization is legally qualified to do business:

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16. Give bank and trade references:

Bank

Trade

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<hr/>	<hr/>

20. Name of Bonding and Insurance Companies and Names and Addresses of Agents:

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21. Upon request by the Owner, the undersigned agrees to furnish, if being considered for award of Contract for the Project upon which a Bid Proposal has been submitted, within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet, which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

22. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Stafford in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

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

State of \_\_\_\_\_)

) ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that he/she is \_\_\_\_\_

of \_\_\_\_\_ and that he/she answers to the foregoing questions and all statements therein are true and correct.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## Town of Stafford Contract

TO PROVIDE TREE TRIMMING, REMOVAL, AND MAINTENANCE SERVICES FOR THE  
TOWN OF STAFFORD  
DEPARTMENT OF PUBLIC WORKS  
1 MAIN ST. STAFFORD, CT

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the Town of Stafford, acting herein by the First Selectman, 1 Main Street, Stafford, Connecticut, 06076, hereinafter referred to as "the Town" and in supplemental documents as "the Owner", and \_\_\_\_\_ with a principal office located at \_\_\_\_\_ hereinafter referred to as "the Contractor".

The Contractor Manager is Clement Langlois III, Tree Warden, Town of Stafford.

The Town and the Contractor agree as follows:

### ARTICLE 1:

#### CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents from the Contract between the parties are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, are listed in Section 1.2.

1.2 The contract Documents, except for modifications which may be issued after execution of this Agreement, are:

- (a) This contract as executed by the parties;
- (b) The Request for Proposals package including specifications for the work;
- (c) The Contractor's Bid Form and all documents attached to or included with said bid;
  - (i) Contractor's Qualification Statement
  - (ii) Non-collusion Affidavit of Contractor
  - (iii) Affirmative Action Program Certification
  - (iv) Connecticut Licensed Arborist Certificate
  - (v) Equipment Inspection Certificates
- (d) Insurance Requirements

### ARTICLE 2:

#### CONTRACT WORK

The Contractor shall perform the work as defined in the "Specifications" to provide all labor and material as identified in the heading of this contract and as described in the Contract Documents, hereinafter referred to as "the Work".

ARTICLE 3:

DATES OF COMMENCEMENT, TERM & OPTION TO RENEW

3.1 The Contractor shall begin to provide services, as required, on November 1, 2021 and continue to provide services until October 31, 2022.

3.2 The Town is granted the option to renew this contract for two additional consecutive periods of one year subject to an adjustment in the rates as set forth in Article 4.

ARTICLE 4:

CONTRACT SUM

4.1 The Town shall pay the Contractor for the Contractor's performance of the contract at the rates set forth on the Contractor's bid form made a part of this contract.

4.2 In the event the Town exercises its option to extend the contract for an additional year or years, the rates may be adjusted by the percentage prescribed on the Contractor's bid form as price increases for years two and three.

ARTICLE 5:

PAYMENT

5.1 The Contractor shall render its invoice to the Department of Public Works on an assignment basis detailing the work performed and where hourly rates apply the names of the workers performing the work, the job title of each worker consistent with the bid titles, the number of hours each worked, the rate for each worker in accordance with the bid, total labor charges, and a separate list of material supplied with the invoices attached plus the bid mark-up. The Town will process the invoice and pay the approved invoice within 60 days of the approval. If the Department of Public Works takes issue with the invoice, the issues will be addressed with the Contractor within 30 days of receiving the invoice.

5.2 WAIVER OF MECHANIC'S LIEN. In lieu of providing a performance and/or payment bond, the Contractor hereby waives any mechanic's lien to which it may be entitled and relies solely upon an arbitration provision of this contract to resolve any disputes, the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

ARTICLE 6:

ADDITIONAL PROVISIONS

6.1 CONFLICTS. Where reference is made in this Agreement to any of the Contract Documents, the reference means that provisions as amended or supplemented by other provisions of the Contract Documents. In the event that any provision of any other Contract Document is inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

6.2 PRE-CONDITIONS. The contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and has not relied upon any oral representation of any Town official or employee concerning site condition of job requirements.

6.3 **KNOWLEDGE OF LAWS.** The Contractor acknowledges that it is familiar with all federal and states laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and equipment used in the Work, or in any way affect the conduct or the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

6.4 **DISCREPANCIES.** If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Public Works Director. If the Public Works Director determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties, No verbal instructions or interpretations shall be deemed valid.

6.5 **GOVERNING LAW.** This agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remained of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.6 **DISPUTE RESOLUTION.** The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT, unless otherwise mutually agree, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

6.7 **CAPTIONS.** Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.8 **NON-ASSIGNABILITY.** No assignment of the rights, obligations, or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under the Agreement or under any other Contract Document.

6.9 Contractor hereby agrees to indemnify and hold Owner, its agents, servants, and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor and all Subcontractors, if any, and all applicable federal, state, and local nondiscriminatory employment laws, rules and regulations in effect and applicable for the Project and will HOLD HARMLESS the Town of Stafford, its agents, servants, and the employees from any claim of injury or damage by any of its employees for injury arising out of or in the course of their employment and work at or upon the identified Town property not caused by the willful act of a town agent, servant, or employee.

6.10 **WARRANTY.** Contractor warrants all of its work to conform to generally accepted industry standards for the type of work performed.

6.11 **INSURANCE.** The Contractor will at all times maintain insurance policies in force in accordance with the requirements of the "Insurance Coverage" listed in paragraph 4.3 of the Request for Proposals and provide the Finance Officer a certificate of such insurance naming the Town of Stafford as an additional insured.

TOWN OF STAFFORD

CONTRACTOR

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.