

**SPECIFICATIONS
AND
BID DOCUMENTS**



**TREE REMOVAL SERVICES
JEREMY SWAMP ROAD IMPROVEMENTS AND
OTHER ROADS**

DEPARTMENT OF PUBLIC WORKS

501 MAIN STREET SOUTH

SOUTHBURY, CONNECTICUT

JUNE 2015

INVITATION TO BID

TREE REMOVAL SERVICES

JEREMY SWAMP ROAD IMPROVEMENTS AND OTHER ROADS

The Town of Southbury is seeking bids for the provision of tree removal services in support of construction activities on Jeremy Swamp Road, South Flat Hill, Scout Road and Lakeside Road.

Sealed bids will be received until 10:00 a.m., Monday July 13, 2015 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 208 of the Town Hall. Any bid received after that time will be returned unopened.

Specifications and bidding documents are on file and may be obtained at the Office of the First Selectman at the above address. Prospective bidders shall examine the "Instructions To Bidders" and shall comply and conform strictly to the conditions and instructions contained therein.

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.

Ed Edelson
First Selectman
June 2015

INFORMATION FOR BIDDERS

1. PROPOSAL

Proposals are being sought for providing tree removal services related to the reconstruction of the lower portion of Jeremy Swamp Road, Scout Road, Lakeside Road, and South Flat Hill in Southbury, Connecticut. All work 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. 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, - Tree Removal 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.

Each bidder shall also visit the site, observe the location, size and condition of the indicated trees, observe the proximity of all utility poles, lines and house services, verify the volume of vehicular traffic, note the level of pedestrian activity, verify roadway dimensions, completely acquaint himself with the nature and extent of the work, thoroughly familiarize himself with site access and existing physical conditions at or contiguous to the site, determine the compatibility of his proposed plan of operation with the site, gather and evaluate all pertinent information and reassure himself that he is fully aware of all conditions that in any manner may affect the cost, schedule or performance of the required work. 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, the site or the work shall in no 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 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 fail 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

- (a) The Town reserves the right to reject any or all bids and may waive any informalities.
- (b) The Bid will be awarded to the responsible bidder submitting the lowest bid complying with all conditions set forth in these Bid Documents. The delivery or completion date and skill and experience of the bidder shall be factors considered in the awarding of the Bid and may result in an award to a vendor other than the bidder quoting the lowest price.
- (c) In the event that there is a discrepancy between the price 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, and 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

Invoices shall be furnished to the Director of Public Works for verification and approval of the amount due the Contractor. Final payment will not be made until final acceptance by the Town of Southbury of all work. The Vendor 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.

Code of Ethics/Conflict of Interest Ordinance

A. Declaration of Policy.

1. The proper operation of the government of the Town of Southbury requires that public officers, employees, and members of boards, commissions and committees 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 office and employment not be used for personal gain; and that the public have confidence in the integrity of its government.
2. The purpose of this Ordinance is to set forth standards of ethical conduct to assist public officers, employees, members of boards, commissions and committees and persons dealing with them, when they are in the performance of their duties, so as to maintain and enhance a tradition of responsible and effective public service.
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, commission, agency or employee, or any member of any Town board or commission, or for challenging a decision, license, permit or other action of a Town employee, board or commission or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

B. Definitions.

The following definitions shall apply to this Ordinance:

1. Conflict of Interest. A conflict of interest shall be deemed to exist if any Town officer, employee, or member of any board or commission has a financial or personal interest, direct or indirect, in any purchase, contract, transaction, or decision involving his office, board, commission or employment. Indirect interest is defined as an interest in which an officer, member or employee might influence a decision or event so as to achieve gain, financial or otherwise, on behalf of a family member, friend or associate or that creates an actual or perceived monetary or personal indebtedness to any party.
2. Financial Interest. A financial interest shall be deemed to exist if:
 - a. Any such officer, member or employee might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any purchase, contract, transaction or decision involving his office, board, commission or employment; or
 - b. A business or professional enterprise in which such officer, employee or member has any interest as an owner, member, partner, officer, employee or stockholder or has any other form of participation that will be affected by the outcome of the matter under consideration.

3. Personal Interest. A personal interest shall be deemed to exist if any such officer, member or employee shall have an interest with a person involved in any such contract, transaction or decision by reason of:

- a. Relationship within the fourth degree by blood or marriage; or
- b. Close business relationship; or
- c. An interest that is adverse to the interests of the Town with respect to the matter under consideration.

4. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that the financial or personal 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.

5. Public Official. An elected or appointed official, whether paid or unpaid, full or part-time, of the Town.

6. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.

C. Disclosure of Conflict.

1. Any Town officer, employee, or member of any Town board or commission 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.

2. Any member of any Town board or commission who has a conflict of interest, whether or not such conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board or commission, and such disclosure shall be recorded in the board's or commission'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 Town officer or employee has been made to the Board of Selectmen, and the officer or employee does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the Board of Selectmen promptly shall 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 member of a Town board or commission has been made to such board or commission, and the member does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the board or commission 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 Town officer, employee or member of any Town board or commission 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 Town officer, employee or member of any Town board or commission may disqualify himself 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 Town officer, employee, or member of any Town board or commission has an undisclosed conflict of interest, the Ethics Commission shall record the claim in its minutes.

Gifts and Favors.

No Town officer, employee, or member of any Town board or commission 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 \$10.00.

H. Representation.

1. Without the prior written consent of the Ethics Commission, no Town employee or public official shall appear for compensation 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 present or former Town employee or public official 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 Town employee or public official 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 Town employee or public official 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 officer, employee, board or commission 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 or commission). Prior to hiring any independent contractor with a conflict, the officer, employee, board or commission 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.

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 learned 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 formerly in office or formerly employed.

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. In addition to any penalty contained in any other provision of law, any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable by the Board or Selectmen.

3. Any violation of this Ordinance with respect to any decision of a board, commission or committee shall be subject to any remedies deemed proper 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.

L. Concurrent Offices.

1. No official or employee of the Town, full or part-time, shall serve on any board or commission to which the official or employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, an official or employee may serve on any board, commission or committee 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 Town office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

3. Subject to the restrictions set forth in applicable law and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one office, provided the offices are not incompatible, provided the duties of the offices to which he is appointed may, in the opinion of the Board of Selectmen, 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. Members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

2. Alternates' Attendance. Alternate members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.

3. Voting. All members or seated alternates of all boards, commissions and committees who have not been disqualified shall vote on all matters upon which a vote is held by such board, commission and committee 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, commission and committee 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.

N. Indemnification Certificate:

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

BID PROPOSAL



TOWN OF SOUTHBURY

TREE REMOVAL SERVICES

JEREMY SWAMP ROAD IMPROVEMENTS AND OTHER ROADS

TO: Mr. Ed Edelson.
First Selectman
501 Main Street South
Southbury, Connecticut 06488

PROPOSAL OF:

NAME OF COMPANY: _____

ADDRESS: _____
CITY STATE

ZIP _____

TELEPHONE () _____ FAX () _____

FOR: Tree Removal Services Jeremy Swamp Road Improvements and South Flat Hill

The undersigned declares that he/she has visited the work site and thoroughly examined the existing site conditions, has reviewed the specifications and all other bidding documents, dated June 2015, and that, if his/her bid is accepted, he/she will furnish tree removal services on Jeremy Swamp Road and South Flat Hill for the Town of Southbury, and that he/she will take in full payment therefore, the lump sum of:

ITEM 1. Jeremy Swamp Tree Removal: Removal of trees of various sizes in accordance with the attached schedule to include all removal and clean up to flush with the existing ground surface. Approximately 87 trees, at the Lump Sum price of: _____ Dollars and _____ Cents, \$ _____

ITEM 2. South Flat Hill Tree Removal: Removal of two (2) trees of various sizes in accordance with the attached schedule to include all removal and clean up to flush with the existing ground surface. At the Lump Sum price of: _____ Dollars and _____ Cents, \$ _____

ITEM 3. Scout Road and Lakeside Road Tree Removal: Removal of six (6) white pine trees of various sizes in accordance with the attached schedule to include all removal and clean up to flush with the existing ground surface. At the Lump Sum price of: _____ Dollars and _____ Cents, \$ _____

Total Price Extension..... \$ _____

TOTAL PRICE IN WORDS

_____ DOLLARS \$ _____

AND _____ CENTS

We will commence work on the project _____ days after receipt of a Notice to Proceed or signing of a contract and will complete the project within _____ calendar days.

We will also utilize the unit price applicable to each item as stated in the following schedule to compute the increase or decrease to the total price for any added or deleted work:

EXCEPTIONS: All bidders must list below any and all exceptions to the attached specifications:

RECEIPT OF ADDENDA

ADDENDUM #	SIGNATURE	DATE
1.	_____	____/____/____
2.	_____	____/____/____
3.	_____	____/____/____

It is understood that the lump sum base bid will control in any purchase which may result from the Proposal and that the unit prices as stated above shall be used solely to adjust the lump sum price should work be added to or deleted from the project. Actual quantities purchased shall be based solely on the needs of the Town. 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)

() _____
(FAX Number)

REFERENCES

The Bidder is required to fill out the following form to enable the Owner to make inquiries and judgment as to the Bidder's experience, skill, available financial resources, credit and business standing.

1. The Bidder has been in business as a Tree Service or removal Contractor for _____ years.
2. List two (2) projects of similar in nature to the project described herein that the Bidder has completed along with the approximate cost. Include the name, address and telephone number of a reference for each project.

3. List projects presently under contract by the Bidder, dollar volume of the Contract and percent completed.

4. Has the Bidder ever failed to complete work awarded to him; and if so, state where and why.

5. Does the Bidder plan to sublet any part of this work; and if so, give details.

6. List equipment the Bidder owns that is available for this project.

7. List equipment the Bidder plans to rent, lease or purchase for this project.

8. List name, address and telephone number for the following:

Surety: _____

Bank: _____

Major Equipment or Material Suppliers:

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

The Town of Southbury has recently adopted a Code of Ethics/Conflict of Interest Ordinance. 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. (enclosed above in the IB section)

ORDINANCE RECEIVED BY: _____ (Print name)

_____ (Signature)
_____ (Date)

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.

(Legal Company Name)

(Signature of Authorized Representative) L.S.

(Title of Authorized Representative)

(Business Address)

(City, State and Zip Code)

(Date)

Jeremy Swamp Road - Trees Marked for Removal (From Hulls Hill going North)

6/19/2015

		Location			
Species Sorting Column	Species	Diam.	Mailbox	Pole #	Notes
Oak, White	White Oak	14"	1010	3 66	Double
Maple, Red	Red Maple	14"	1010	3 66	
Maple, Red	Red Maple	6"	952	C3071	Double
Maple, Red	Red Maple	8"	952	C3071	
Maple, Red	Red Maple	8"	952	C3071	
Ash	Ash	8"	952	C3071	
Ash	Ash	6"	952	C3071	
Maple, Sugar	Sugar Maple	10"	952	C3071	
Maple, Red	Red Maple	18"	934	C30 2	
Cherry	Cherry	10"	913	C3073S	
Oak	Oak	25"	888	C3074S	Large Dead Limb
Hemlock	Hemlock	10"	888	C3074S	Dying Hemlock 3 Leads
Maple, Red	Red Maple	16"	888	C3074S	
Oak, White	White Oak	20"	878	C3075	
Cedar	Cedar			C3076	3 Dead Cedars
Oak, White	White Oak	20"		C3076	
Oak, Black	Black Oak	22"		C3076	
Hickory	Hickory	20"		C3076	
Oak, White	White Oak	20"		C3076	
Cedar	Cedar	10"		C3077	Dead Cedar
Oak, Red	Red Oak	22"		C3077	
Oak, Red	Red Oak	20"	853	C3077	
Oak, Red	Red Oak	20"		C308	
Oak, Red	Red Oak	15"		C079	
Maple, Sugar	Sugar Maple	18"		C079	Damaged maple
Oak, White	White Oak	18"		3080	
Spruce	Spruce	6"		3080	
Spruce	Spruce	6"		3080	
Ash	Ash	25"		3081	
Cherry	Cherry	18"		3082	
Maple, Sugar	Sugar Maple	8"		3082	
Maple, Sugar	Sugar Maple	6"		3083	
Maple, Sugar	Sugar Maple	10"		3083	
Maple, Sugar	Sugar Maple	6"		3083	
Sycamor	Sycamor	28"	765	3083	
Ash	Ash	20"		7401	
Oak, Red	Red Oak	22"			
Ash	Ash	20"		7411	
Ash	Ash	12"			
Oak, Red	Red Oak	16"	621		
Ash	Ash	12"	621		
Ash	Ash	18"		B7412	
Oak, Red	Red Oak	20"	573	B7413	

Jeremy Swamp Road - Trees Marked for Removal (From Hulls Hill going North)

6/19/2015

		Location			
Species Sorting Column	Species	Diam.	Mailbox	Pole #	Notes
Oak, Red	Red Oak	20"	573	B7413	
Oak, Red	Red Oak	12"	573	B7413	
Oak, White	White Oak	12"	573	B7413	
Linden	Linden	34"		23643	
Maple, Sugar	Sugar Maple	18"		23645	
Maple, Sugar	Sugar Maple	14"		22905	
Maple, Sugar	Sugar Maple	12"	303	G904	Group of 3
Maple	Maple	14"	303	G904	Leaning - Private Property
Linden	Linden	12"	303	G904	
Hickory	Hickory	8"		G908	
Oak, White	White Oak	15"		G908	
Oak, Red	Red Oak	24"		G908	
Oak, Black	Black Oak	15"		G909	
Oak, Black	Black Oak	27"		G909	
Oak, White	White Oak	29"		G909	
Ash	Ash	12"	174	22506	
Ash	Ash	12"	174	22506	Dead
Ash	Ash	15"		22506	
Cedar	Cedar	14"			Dead
Ash	Ash	20"	159		Dead (pole number distorted)
Ash	Ash	15"	141	22504	
Ash	Ash	15"	141	22504	
Maple, Red	Red Maple	6"	141	22504	
Ash	Ash	8"	141	22504	
Ash	Ash	10"		22503	Double
Cherry	Cherry	10"	103	22502	
Maple	Maple	6"	103	22502	
Ash	Ash	24"		22501	
Hickory	Hickory	18"		22501	
Ash	Ash	24"		20072	Dead
Oak, Red	Red Oak	36"	71	20071	

GENERAL CONDITIONS

The Director of Public Works shall be the Contractor's 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.

1. 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 an endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language "The Town of Southbury is an additional 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 Contractor's 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 a policy written on a "Claims Made " basis is proposed for consideration as a substitute for the required insurance it shall be considered only if the Certificate states that the coverage is "claims made," the retroactive date is stated and is prior to or coincident with the date of the Contract, evidence is provided that the policy is prepaid for a minimum of two years from the completion date of the contract or the Contractor provides an Extended Reporting Period endorsement or Prior Acts Coverage. The Town shall be under no obligation to accept a "Claims Made" policy.

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.

TECHNICAL SPECIFICATIONS

TREE REMOVAL SERVICES JEREMY SWAMP ROAD IMPROVEMENTS AND SOUTH FLAT HILL

Scope of Work

It is the intention of this bid to solicit a contractor to provide complete tree removal services and cleanup in support of the reconstruction of Jeremy Swamp Road Improvements and tree removal on South Flat Hill Road for the Town of Southbury, Connecticut. Work shall generally consist of taking down all trees on Jeremy Swamp Road Improvements and South Flat Hill Road marked with either a public notice form issued by the Tree Warden or with a white paint "X". Approximately 87 trees of various diameters, as per the attached schedule, shall be included on Jeremy Swamp. Two additional trees will be required to be removed on South Flat Hill. Work shall also include cutting all small trees and brush in the understory of above trees, chipping all branches, foliage and brush, and removing and properly disposing of all chips. It is anticipated that all branches 6" or less in diameter will be chipped and removed. All other branches and trunks shall be cut to approximately 8-foot lengths and neatly deposited at designated sites at properties abutting Jeremy Swamp Road and South Flat Hill Road.

The Contractor shall provide all superintendence, labor, materials, tools, and equipment necessary to complete the work as specified.

The Town reserves the rights to change, add, or delete trees to be removed or trimmed as it deems to be in its best interest.

General Requirements

1. The Contractor shall have at least 5 years experience in the tree service and removal business and shall have the demonstrated ability to:
 - a. Conduct diverse and complicated tree removal services under difficult site conditions.
 - b. Conduct high volumes of complicated tree removal services.
 - c. Conduct tree removal services meeting a tight time schedule.
 - d. Conduct and arrange for appropriate traffic control while working within or adjacent to roadways.
 - e. Provide sufficient ground staff to quickly and completely process or remove all tree material lowered to the ground.
 - f. Provide adequate ground staff to ensure public safety during tree removal services including a dedicated ground safety person when appropriate.
 - g. Provide skilled and experienced climbers when or where necessary to remove difficult trees. All climbing gear must adhere to ANSI 300 safety standards.

Prospective bidders shall have in their possession or available to them by formal agreement at the time of bidding all necessary equipment, devices, tools, materials and supplies required to perform the work specified herein. Bidders shall derive all or a majority of their income from arboriculture work. No day labor or temporary part-time workers/employees shall be used in the performance of the contract. Only qualified permanent full-time/part-time employees trained and experienced in doing the required arboricultural work of this contract shall be used under this contract.

Prospective bidders shall provide as part of their bid the names of at least two municipalities where they have furnished tree removal services in support of road reconstruction work of approximately the same size and complexity as the proposed project or an equivalent experience record acceptable to the Director of Public Works and sufficient to establish that they have a demonstrated history of successfully completing comparable projects of similar scope and difficulty.

2. The contractor shall have a supervisor on site whenever work is being done. The supervisor shall be knowledgeable of the detailed requirements of the specifications, shall be thoroughly familiar with acceptable work practices within the industry and shall be fluent in English and able to receive, understand and follow written and verbal instructions. He shall have the authority to supervise and direct the work to assure that it is done efficiently and that uniform and high quality workmanship is continually provided. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee. Failure of the supervisor to act on such said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

3. All work will be performed in a professional and workmanlike manner by experienced and well trained personnel, utilizing clean, well-maintained equipment of modern and efficient design. All employees working for the Contractor must be properly attired at all times while on Town property. All persons operating machinery or performing other related activities must be appropriately trained, and the Director of Public Works reserves the right to have the Contractor provide adequate proof that his operators are well trained, conversant with Health and Safety regulations and competent in their job performance.

4. Disposal of chips and other debris generated by work described within this contract will be the responsibility of the Contractor. Any logs wanted by the residents shall be given free of charge, and shall not be from diseased trees. Logs are to be placed on the edge of the right-of-way for removal by the residents of the Town. If logs are not removed within ten (10) working days, the Contractor shall remove any remaining logs.

5. The practices and procedures employed will be according to accepted industry standards (ANSI Z133.1-2006. Tree removal operations shall be performed

according to the provisions of section 8.5, "Tree Removal" and 8.6, "Brush Removal and Chipping.") and with technical expertise; all vehicles and equipment will be operated both skillfully and safely within the work area.

6. The Contractor shall be responsible for providing and placing such barricades, signage, caution tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles from harm. The safety of the Contractor's employees and the public is of prime concern to the Town of Southbury, and the Contractor must take all necessary steps to assure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract. All work performance shall comply with the Federal Occupational Safety and Health Act.

7. The Contractor shall train crew members to be aware of the public using Jeremy Swamp Road Improvements and South Flat Hill Road and to avoid any conflicts with such individuals. Contractor's supervisor shall be instructed to contact Town representatives should such use by the public prohibit or restrict their employees from performing their work. The Contractor shall also train all employees concerning the provisions of the contract and the need to prevent damage to Town or private property.

Subcontracts

The contractor will not be allowed to subcontract work under this contract unless the Director of Public Works grants written approval. If subcontractors are to be used, disclose the list of subcontractors at the time of bidding on a separate attachment. The subcontractor(s), if approved, shall be bound by the conditions of the contract between the Town and the contractor. An authorized subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice had been given directly to the contractor.

Schedule of Operations & Working Hours

Within five days of the date of notice to proceed, the Contractor shall submit a preliminary schedule to the Director of Public Works for approval. All work shall be scheduled and shall be completed Monday through Friday. Work on Saturdays, Sundays and holidays shall not be permitted without the prior approval of the Director of Public Works or his designee. Such approval will only be considered under unusual circumstances. All work shall occur between the hours of 7:00 A.M. and dusk each day. No other times are permitted. Should the Contractor not be able to perform work in accordance with the approved schedule he shall promptly inform the Director of Public Works or his designee of the situation. Failure of the

Contractor to abide by the approved removal schedule shall be sufficient cause to declare him in default of the contract.

Liquidated Damages

Should the Contractor fail to remove all trees on or prior to the set deadline as stated in his bid and accepted by the Town, a penalty of \$200.00 per day may be assessed and deducted from payment due until which time as the work is completed. Extensions may be granted by the Director of Public Works if warranted by the circumstances.

Emergency Work

The Contractor shall file, with the Southbury Department of Public Works and the Southbury Police Department, the name and telephone number of a person authorized by him who may be contacted during non –business hours regarding any emergency work related to the project.

Work In Inclement Weather

During storms or other inclement weather no work shall be performed unless the Director of Public Works or his designee determines that such work can be performed satisfactorily and in such a manner as to insure no damage to Town of Southbury property.

Quality Control

The Director of Public Works or his designee may require that the Contractor accompany him on an inspection of the work done at the site on a regular basis to evaluate the status and efficacy of all work. Upon completion of the evaluation, work activities may be revised, if necessary, to meet the intent of the specifications.

Damage

In the event that the Contractor or his equipment causes damage to Town property or adjacent private property the Contractor must promptly notify the Director of Public Works or his designee as well as make arrangement for necessary repairs by a qualified tradesman. Failure to report damage and make required repairs promptly at no additional cost to the Town may be cause for the immediate termination of this contract by the Town.

Equipment

1. The Contractor shall provide all tools and equipment necessary for performance of the work. To provide the highest quality and most efficient services the Contractor shall provide as a minimum:

- a. A 65 foot aerial boom and bucket in good operating condition with a copy of current OSHA safety certification.
- b. A high capacity forestry body chip truck designed to contain at least 8 yards of chip waste.
- c. High capacity knuckle boom or crane designed to handle and transport large pieces of wood waste quickly and efficiently.
- d. Large capacity wood chipper with a minimum 13 inch diameter wood waste capacity in good operating condition.
- e. Standardized safety equipment including large traffic control hazard signs, 24 inch traffic control cones, and personal safety equipment adequate for passing the ANSI 300 safety standards.
- f. Diverse sizing of chainsaws in excellent operating condition.

2. All work shall be performed using machines manufactured by companies recognized for producing quality commercial tree service equipment. All equipment shall be mechanically sound and reliable.

3. All equipment shall be fitted with adequate safety guards and engines shall be properly silenced and maintained in accordance with the manufacturer's instructions and shall not be modified from the manufacturer's design. The Contractor shall at all times ensure that machines are properly operated in accordance with the manufacturer's specifications and are maintained so as to present no danger to the operator or any person in the vicinity of operations.

4. No machinery will be refueled or lubricated on grass areas. All fuel and lubricants must be stored in appropriate containers in safe place on the Contractor's vehicle. Fuel containers shall not be placed on grassed areas or where they may cause an obstruction.

5. At no time shall an operator of a piece of equipment leave that equipment unoccupied and running or capable of being started.

Work Requirements

1. Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, shrubs or other plant materials. If damage to other trees not designated for takedown occurs, the Contractor shall re-trim the tree to arborist standards to minimize long-term damage. An Arborist licensed by the State of Connecticut shall supervise all pruning, trimming or other corrective work required as a result of such damage.

2. The Contractor shall be responsible for coordination of all work so as not to create any undue interruptions of the normal operation of traffic on Jeremy Swamp Road Improvements and South Flat Hill Road.

3. The Contractor shall protect all structures, utilities, equipment, vehicles, etc. against damage. Anything damaged by the Contractor's operations shall be repaired or replaced at the Contractor's expense. This includes ruts created by the Contractor's equipment in lawn or yard areas. The Contractor shall fill and repair these with suitable material, and reseed, as needed.

4. The Contractor shall comply with all applicable State and Federal regulations, including safety, while working on Town property.

Working in Proximity to Electrical Hazards

1. Before climbing, entering, or working around any tree, a close inspection shall be made by the tree worker and by the supervisor to determine whether an electrical conductor passes through the tree or passes within reaching distance by the tree worker.

2. If an electrical hazard exists, only a qualified line clearance tree trimmer or qualified line clearance tree trimmer trainee, under the direct supervision of qualified personnel, shall be assigned to the work.

3. There shall be a second qualified line clearance tree trimmer or line clearance tree trimmer trainee within normal voice communication during line clearing operations aloft when the line clearance tree trimmer or line clearance tree trimmer trainee must approach more closely than 10 feet (3m) to any conductor or electrical apparatus energized in excess of 750 volts or (a) when branches or limbs being removed cannot first be cut with a pole pruner/pole saw sufficiently clear of the primary conductors and apparatus so as to avoid contact, or (b) when roping is required to remove branches or limbs from such conductors or apparatus.

4. Tree workers shall maintain a minimum clearance of 10 feet (3m) from energized conductors rated 50 kV phase-to-phase or less. For conductors rated over 50 kV phase-to-phase, the minimum clearance shall be 10 feet plus 4/10 inch (3m plus 10mm) for each kilovolt over 50 kV.

5. Ladders, platforms, and aerial devices, including insulated aerial devices, shall not be brought in contact with an electrical conductor.

6. When an aerial lift device contacts an electrical conductor, the truck supporting the aerial lift device shall be considered as energized, and contact with the truck shall be avoided, except when emergency rescue procedures are being carried out. Only those people who have been properly trained about electrical hazards should attempt emergency rescue.

Contract Termination

The Town shall have the right to terminate the contract, or a part thereof, before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications.
3. Proper arboricultural techniques are not being followed after warning notification by the Director of Public Works or his authorized representatives.
4. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.
5. The contractor, in the judgment of the Director of Public Works, is unnecessarily or willfully delaying the performance and completion of the work.
6. The contractor refuses to proceed with work when and as directed by the Director of Public Works or his designee.
7. The contractor abandons the work.