

# Town of Amherst

Department of Public Works



## Invitation to Bid

#07-20

Tree Maintenance

March 12, 2020

By Eric M. Slosek

**BID NUMBER 07-20**  
**Tree Work**  
**INVITATION TO BID**

The town of Amherst, Department of Public Works seeks sealed bids from qualified bidders to enter an agreement from the date of award to June 30, 2021 with a contractor for Tree Work, to include tree pruning, takedowns, general roadside brushing, and emergency tree work in Amherst as soon as possible after award. There will be aerial work assigned which may require working near and around power lines and other utilities, however this contract is not intended to maintain utility lines.

The scope of this agreement will include two types of work:

- 1) "Scheduled Tree Maintenance" (including take-downs) to maintain vegetation on the roadsides and canopy to an appropriate distance from and above the road within the Right-Of-Way for proper road maintenance.
- 2) "Emergency Tree Work" to remove hazardous trees quickly, safely, and efficiently in a time and manner mutually agreed upon by the town and the contractor. "Emergency Tree Work" relates to unanticipated tree hazards due to natural or unnatural causes that must be taken down quickly in the name of public safety. "Emergency Tree" shall be defined as a tree which must be taken down within 5 days or less after notice of the hazard by the town. If Emergency work cannot be scheduled in a time and manner mutually agreed upon by the Town and contractor, the Town reserves the right to solicit the Emergency Tree work from another contractor.

The bid submitted for Tree Work shall reflect "day rates" and "hourly rates" to complete tree work on various roads in town as assigned by the Director of Public Works or his designee.

For "Scheduled Tree Maintenance" the town anticipates but does not guarantee a contract value to the contractor of \$20,000 each year and maybe more. Additionally, the town will endeavor to utilize these services with a weekly minimum per occasion of use. The submitted bid for "Scheduled Tree Maintenance Day Rates" shall be calculated to include furnishing the following equipment and manpower:

- 1) Bucket Truck "Day rate" (based on 8-hour workday) for a three-man crew (with crew leader), bucket truck (60' minimum working height), and chipper.

- 2) Chipper Truck "Day rate" (based on 8-hour workday) for a three-man crew (with crew leader), chipper truck, and chipper.
- 3) Crane "Day Rate" (based on 8-hour workday) for a crane with crane operator, three-man crew (with crew leader), bucket truck (60' minimum working height), and chipper.

For "Emergency Tree Work" the town anticipates a contract value to the contractor of \$10,000 each year and maybe more. The submitted bid for "Emergency Tree Work Hourly Rates" (with a 4-hour minimum) shall be calculated to include furnishing the following equipment and manpower:

- 1) Bucket Truck "Hourly Rate" (with a 4-hour minimum) for a three-man crew (with crew leader), bucket truck (60' minimum working height), and chipper.
- 2) Crane "Hourly Rate" (with a 4-hour minimum) for a crane with crane operator, three-man crew (with crew leader), bucket truck (60' minimum working height), and chipper.

You may obtain Bidding documents, at no charge, from the Public Works office at 22 Dodge Road, Amherst New Hampshire.

Bids will be received at the Public Works office, 22 Dodge Road, Amherst, NH until **1:30PM on Thursday, March 26.** Shortly thereafter, bids will be publicly opened and read aloud in any available office or conference room at Amherst Public Works. Bids will be taken under advisement and award will be by the Board of Selectmen at a regular board meeting.

Town of Amherst NH  
Department of Public Works  
22 Dodge Road  
Amherst, NH 03031

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## **AGREEMENT**

This AGREEMENT is made March\_\_\_\_\_, 2020, BETWEEN the Owner: Town of Amherst  
and the Contractor: \_\_\_\_\_ for the  
following Project: **Tree Work** on various town roads.

The Owner and Contractor agree as follows:

### **ARTICLE I THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project.  
The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated March 12, 2020.
- 3) Specifications, Attachment B, dated March 12, 2020.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) Performance-Payment Security.
- 7) This agreement signed by the Owner and the Contractor.
- 8) Written change orders or orders for minor changes in the Work issued after execution of this Agreement.

### **ARTICLE II DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of this Agreement. The Contractor shall schedule the work as soon as approved subject to adjustment by Change Order.

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**ARTICLE III  
CONTRACT SUM**

**"Scheduled Tree Maintenance" Daily Rates:**

Subject to additions and deductions by Change Order, the "Scheduled Tree Maintenance" Bucket Truck "Daily Rate" for Tree Work is:

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Written

Subject to additions and deductions by Change Order, the "Scheduled Tree Maintenance" Chipper Truck "Daily Rate" for Tree Work is:

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Written

Subject to additions and deductions by Change Order, the "Scheduled Tree Maintenance" Crane "Daily Rate" for Tree Work is:

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Written

**"Emergency Tree Work" Hourly Rates:**

Subject to additions and deductions by Change Order, the "Emergency Tree Work" Bucket Truck "Hourly Rate" for Tree Work is:

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Written

Subject to additions and deductions by Change Order, the "Emergency Tree Work" Crane "Hourly Rate" for Tree Work is:

\_\_\_\_\_ dollars \$ \_\_\_\_\_  
Written

**ARTICLE IV  
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.

3. Work shall be certified, and payment made within 15 working days after inspection of work.
4. Performance-Payment Security shall not be required.

## **ARTICLE V INSURANCE**

The Contractor shall provide satisfactory evidence of both Contractor's Liability and Workers Compensation Insurance.

## **ARTICLE VI OTHER TERMS AND CONDITIONS**

There shall be a project meeting between the Owner and the Contractor prior to start date. This ten-page Agreement entered into as of the day and year first written above (page 2).

### **OWNER, by its Selectmen**

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Peter Lyon, Chair

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Dwight Brew, Vice Chair

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Reed Panasiti, clerk

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Thomas Grella, Member

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John D'Angelo, Member

### **CONTRACTOR**

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(Signature of Company Executive)

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Printed name, title and address

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Telephone Number

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Fax line number

Town of Amherst NH  
Department of Public Works  
22 Dodge Road  
Amherst, NH 03031

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**Attachment A**  
**March 12, 2020**

**General Provisions**

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "*Town of Amherst Bid # 07-20 Tree Work*" and ***will be received at the Public Works Office, 22 Dodge Road, Amherst, NH until 1:30 PM, Thursday, March 26, 2020.***
2. Shortly thereafter, bids will be publicly opened and read aloud from any available office or conference room, 22 Dodge Rd, Amherst, NH. Bids when opened shall be irrevocable for a period of thirty (30) calendar days following bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
3. The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in form of minor irregularities where the best interest of the Town would be served.
4. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
5. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
6. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
8. The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
9. The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such

information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

10. The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required for a complete and finished job.
11. The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
12. The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA, as amended, "Minimum Wage Law".
13. The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter 281, RSA, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Selectmen's Office in single copy.
  - A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.
  - B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect them and any subcontractors performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for Property Damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:
    - (1) Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person and subject to the same limits for each person in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of one accident.



(2) Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of one accident or all accidents.

C. TOWN OF AMHERST'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Amherst as one of the insureds on all policies required, except Worker's Compensation.

D. All policies and certificates of insurance shall carry a ten (10) day notice of cancellation or change in expiration and notice of such cancellation or change in expiration shall be sent to the Board of Selectmen.

14. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.

15. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.

16. Work on this project shall commence as soon as the Town has projects prepared and after signing of the contract and shall be completed in its entirety prior to June 30, 2021. The Town of Amherst will make every effort to have projects ready for April 15, 2020.

17. The successful bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.

18. The Contract Documents shall include the "Invitation to Bid", "General Provisions", "Specifications", "Proposal", any issued addenda, and the final executed "Contract Agreement".

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payment thereof.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

19. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall examine carefully the specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the work and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within fifteen (15) working days of the approved amount of the invoice. Payments will be made on a bi-weekly basis and in accordance with the Town of Amherst's accounts payable schedule.

20. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

CHANGE ORDERS:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
  - B. A change order is a written order to the Contractor signed by the Board of Selectmen and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.
  - C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.
21. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
22. DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, it shall make a written request to the Public Works Director for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Board of Selectmen finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in the delivery of critical materials, and work requiring specialists for whose starting time a reasonable latitude must be allowed, the Board of Selectmen may extend the time for completion in such amount as conditions justify. When extension of the Contract time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.
23. ASSIGNMENT. The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Amherst.
24. In determining the successful bidder, in addition to price, the following shall be considered:
- a. The ability and skill of the bidder to perform the contract;
  - b. Whether the bidder can perform the contract promptly without delay or interference;
  - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
  - d. The quality of performance of previous contracts for services.

## **Requirements**

Scenic Roads – Work may be done on Scenic Roads and therefore fall under the effect of RSA 231:158. This contract will not allow the removal of any additional trees with a woody plant circumference of fifteen or more inches at height of four feet from the ground from scenic roads, unless approved by the Amherst Planning Board and the Owner.

General Roadside "Brushing" – When performing general roadside brushing/trimming, only brush measuring less than fifteen (15) inches in circumference at a height of four feet above the ground may be cut; trees measuring fifteen (15) inches or more in circumference at four feet above the ground should not be cut unless approved by the Owner or if it is flagged to be cut (RSA 231:150). The tree canopy above the road shall be lifted to a height of sixteen feet above the road.

Stone Walls – Private property – It will be the responsibility of the contractor to return any damaged stonewalls or private property to its original state.

Abutters – **By RSA, property owners have the first right of refusal for wood.** It is customary that residents are only interested in hardwood. The town will be responsible for contacting every abutter, establishing a list of interested homeowners, and act as a liaison between contractor and property owner.

## **Work**

Work Day – Is designated between the hours of 7AM and 5PM.

Disposal of wood waste and debris removal – It is the responsibility of the contractor for complete wood waste processing and disposal of chips.

Wetland – Some sensitive areas are adjacent to the work zone and care should be taken.

Drug and alcohol – Where required by law, all contractors, subcontractors and independents must be able to supply documentation of participation in a drug and alcohol program.

Coordination of Traffic Control, Nothing contained herein shall be construed as relieving the Contractor of any of his/her responsibilities for the protection of persons and property under the terms of the contract.

All warning signage, barricades, lights, temporary signals, and other protective devices shall meet the approval of the Amherst Director of Public Works or his designee and conform to the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, Traffic Controls for Street and Highway Construction and Maintenance Operations.

Traffic control devices shall be properly placed and in operation before starting construction. When work of a progressive nature is involved, such as shearing or trailer chipping the appropriate traffic control devices shall be periodically repositioned in the advanced warning area.

Contractor is responsible for provisions for pedestrian access through the work zone.

During non-work hours, the contractor shall return the construction zone to a traveled way (subject to the approval of the Director of Public Works / Chief of Police, or their designee) and/or properly delineated using best management practices.

Qualified flag persons or when deemed necessary, uniformed traffic control officer(s) shall be utilized to provide work zones safety as specified by the Director and/or the Chief of Police to facilitate vehicle and pedestrian access and safety conditions. These services will be required where normal two-way traffic is reduced or eliminated by equipment working in the construction zone, equipment entering, leaving, or crossing roads.

The intent is to insure and maintain public safety, the need for Uniformed Traffic Control Officers shall be determined as part of the Construction Plan meeting. Police are not to serve as security guards to protect the Contractor's equipment or materials.

Driveway access will be provided within the work zone whenever street occupancy or construction activities persist for more than one working day.

For the protection of traffic, all equipment and vehicles shall be equipped with and using amber flashing or amber rotating lights visible 360 degrees if in any part of the travel lane.

Before any suspension of work including end of day work, the Contractor shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof for the safe passage of emergency equipment to all properties.

For the purposes of definition, the limits of a construction zone will be the beginning and end of the designated project. Safety equipment shall be worn within the work/construction.