CITY OF MIDDLETOWN-PURCHASING OFFICE
MUNICIPAL BUILDING-- ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895

CONTRACT DOCUMENTS

BID #2015-033
CONTRACTED LANDSCAPING SERVICES

PUBIC WORKS DEPARTMENT

Middletown, Connecticut

BID OPENING: Wednesday, January 6, 2016 at 11:00 A.M

CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES

DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES

The contract documents for the contract entitled:

BID #2015-033 CONTRACTED LANDSCAPING SERVICES VARIOUS LOCATIONS

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Bidder Note & Key to Diagram Sketches
Diagram Sketches – 27 Total Pages

Hereinafter referred to as the **Contract Documents**

CITY OF MIDDLETOWN
INVITATION TO BID

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Wednesday, January 6, 2016 at 11:00 A.M** for the following:

BID #2015-033
CONTRACTED LANDSCAPING SERVICES
PUBLIC WORKS DEPARTMENT

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of $.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov. All questions concerning this bid should be directed in writing** to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room 208**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms in an envelope using the Bid Return label as designated in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated**: 12/8/2015**
Middletown, Connecticut

Donna L. Imme

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give unit prices both in words and figures; **must be signed and acknowledged by the bidder where indicated on the proposal form**; sealed in an envelope using the Bid Return Label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Purchasing Supervisor who may send written instructions to all bidders. **Bidder must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the bid opening, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in the Notice of Award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded to the "Lowest Responsible Bidder", as determined under the

factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award the contract to **the lowest responsible bidder** submitting the **lowest total cost** complying with these specifications providing that there is sufficient funding to award this contract. **However, the City reserves the right award based on whatever is in its best interests.**

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Contract Term - The term of this contract shall be for the period of twenty-four (24) months commencing on or after **February 1, 2016 and terminating on January 31, 2018.** It is estimated that approximately thirty (30) weeks of cuttings shall be required for each contract year or cutting season.

9. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the furnishing of all labor, equipment, materials and incidental necessary to comply with the City's requirements.

10. Examination of Site - Each bidder shall be required to visit and examine the site of the proposed work and fully acquaint themselves with existing conditions, including concealed conditions, relating to the work so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work pursuant to this contract. Bidders shall thoroughly examine the drawings and these specifications. The failure or omission of any contractor to receive or examine any instrument, addendum or other documents or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any contractor from any obligation with respect to his bid or the contract to entitle them to any additional consideration or compensation with respect to this contract.

11. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov

To receive consideration, such questions shall be submitted in writing. Deadline for submission of questions is **12:00 PM, Wednesday, December 23, 2015 (EST)**. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to

determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

12. Termination of Agreement - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

13. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the Exhibit A "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Purchasing Supervisor within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required for the faithful execution of the contract document.

14. Time for Performance -

A. Landscaping services shall be authorized upon receipt of an approved Purchase Order. Each location shall be cut **once per week** during the growing season to maintain the cutting heights specified in these specifications and on an "as needed basis" during the months of July and August.

B. **Failure to provide landscaping services in accordance with this schedule shall constitute default and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available.**

C. All excess expenses charged for alternate procurement of defaulted service under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

15. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

16. Payment Terms - Prepayment discounts for early payment are preferred. Terms are net 30 days. The selected bidder shall submit an itemized invoice to the Director of the Public Works Department on a monthly basis for approval. Following said approval the Department Director, shall then forward the invoice to the Finance Department for payment. Payment then shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as

approved by the Department Director.

17. Quantities - Landscaping locations and quantities specified herein represent an inventory of the City's requirements pursuant to this contract, as determined by the Public Works Department. They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City shall reserve the right to increase or decrease the actual quantities and or locations to be serviced at the time the contract is awarded or any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest.

18. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

19. Firm Pricing - The City of Middletown requires that all bidders provide **firm pricing** for landscaping services in accordance with the contact term specified.

20. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract. Any agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

21. **Extension Option** - The City reserves the right to renew the contract for up to one additional contract term provided that existing contract pricing will be held firm for the additional contract period and if to do so is mutually acceptable to the parties. Authorization to renew shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to the contract for the Mayor's signature. No other act shall serve as authorization for renewal.

22. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

23. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

24. Definition of Terms - For the purpose of this contract, wherever the word "bidder" appears it shall refer to the contractor and wherever the work "contractor" appears, it shall refer to the bidder.

25. Subcontract - The bidder awarded this contract **shall not subcontract this contract in whole or in part** without prior written authorization from the City of Middletown.

26. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstances.

27. Bid Tabulation - A bid tabulation will be furnished to any bidder upon receipt of a self-addressed stamped envelope which may be submitted with the bid or under separate cover or may be downloaded from the city's website at www.cityofmiddletown.com.

28. Bidder's Qualifications - The City of Middletown may make such investigations as deemed necessary to determine the ability of the bidder to discharge his/her contract. The bidder shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any proposal if the bidder fails to satisfactorily convince the City that he is properly qualified by ex-experience and facilities to fulfill his obligations and complete the

terms of this contract. Each bidder shall submit, on the form furnished for that purpose, his qualifications for the work contemplated.

The bidder shall submit with his or her bid a completed notarized statement of each contractor's qualifications to be submitted on the form attached to these documents.

29. Alternate Bids - Alternate bids will not be considered unless specifically called for in the "Invitation to Bid" or these specifications. An alternate proposal is defined as one, which is submitted in addition to the bidder's primary response to the specified bid proposal. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same bid by the same bidder whether on a separate bid form or attached to the initial bid response.

30. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

31. Americans With Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

   CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

   PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

   2. On any project the lowest responsible bidder shall be determined in the following order:

      a. City-based bidders.

      (1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

      (2) On projects the cost of which are over $1,000,000 but less than $ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

      (3) On projects the cost of which are over $5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract of for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.
(**4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)**

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

A. A description of the services provided under the contract.

B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.

C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.

D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT

AFFIDAVIT OF LOCAL VENDOR

I, _____, being duly sworn,
Vendor Name

make affidavit and say that I own and operate

_____
Business Name and Address

which is the bona fide principal place of business for

_____
Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one, which applies.)

_____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.

_____ 2. Copy of long-term lease of the real estate from which the principal place of business is operated.

_____
Vendor Name

STATE OF CONNECTICUT:
ss. Middletown, CT
COUNTY OF MIDDLESEX:

Personally appeared, _____
Vendor Name

owner of _____, signer and sealer
Business Name
of the foregoing instrument and acknowledged the truth of the foregoing, before me.

_____
Notary Public:

My Commission Expires: _____

BID #2015-033
CONTRACTED LANDSCAPING SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from interested qualified bidders to provide landscaping services at various City locations as listed herein.

It is the intent of the City to establish a term contract for these services at specified locations with fixed unit pricing for a contract term of twenty-four (24) months to commence on or after **February 1, 2016 and terminate January 31, 2018**. It is estimated that approximately thirty (30) weeks of cuttings shall be required for each contract year or cutting season.

The bidder(s) awarded the contract to provide this service shall provide all equipment, materials, fuel oil, labor, and incidentals necessary to provide landscaping at **thirty-four (34)** City locations. Services shall include lawn cutting, mulching and trimming services. For the purpose of this contract the bidder shall provide a unit cost per cutting for **twenty cuttings** per each location.

Bidders are advised that all locations shall be cut once per week during the growing season. During the months of July through October cuttings shall be provided on an "as needed basis" as required to maintain the cutting heights specified herein, as determined by the Public Works Department.

BID #2015-033 CONTRACTED LANDSCAPING SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

LANDSCAPING & MULCHING SCHEDULE

LOCATION	AREA SIZE	SERVICES REQUIRED		
	NOTE: ORDER OF DRAWINGS DO NOT FOLLOW SCHEDULE	MOWING	MULCHING	SHRUB - TRIMMING
PUBLIC WORKS LOCATIONS				
HUBBARD TRACT PROPERTY	REFER TO DRAWING	YES	NO	NO
OLD EAST STREET CEMETERY	REFER TO DRAWING	YES	NO	NO
RIDGE ROAD CEMETERY	REFER TO DRAWING	YES	NO	NO
HARTFORD AVENUE PARK	REFER TO DRAWING	YES	NO	NO
ARRIGONI BRIDGE AREA	REFER TO DRAWING	YES	NO	NO
COUNTY LANE	REFER TO DRAWING	YES	NO	NO
PHEDON PARKWAY	REFER TO DRAWING	YES	NO	NO
HERITAGE BOULEVARD	REFER TO DRAWING	YES	YES	NO
KNOX BOULEVARD	REFER TO DRAWING	YES	YES	NO
WESTFIELD STREET PROPERTY	REFER TO DRAWING	YES	NO	NO
TIMBER RIDGE ISLAND	REFER TO DRAWING	YES	YES	YES (60)
BUTTERNUT ST / SUNSET TERRACE	REFER TO DRAWING	YES	NO	NO
WESTLAKE DRIVE	REFER TO DRAWING	YES	NO	NO
WESTWOOD LANE	REFER TO DRAWING	YES	NO	NO
SBONA DRIVE	REFER TO DRAWING	YES	NO	NO
THIMBLE ROCK ROAD	REFER TO DRAWING	YES	YES	NO
CRANBERRY LANE	REFER TO DRAWING	YES	YES	NO

LOCATION	AREA SIZE	SERVICES REQUIRED		
	NOTE: ORDER OF DRAWINGS DO NOT FOLLOW SCHEDULE	MOWING	MULCHING	SHRUB - TRIMMING
FARMHILL / RANDOLPH RD ISLAND	REFER TO DRAWING	YES	NO	NO
SALAFIA ISLAND	REFER TO DRAWING	YES	NO	NO
RIDGE / EAST RIDGE RD ISLAND	REFER TO DRAWING	YES	NO	NO
RUSSELL ST / RIDGE RD ISLAND	REFER TO DRAWING	YES	NO	NO
JACOBS TERRACE	REFER TO DRAWING	YES	NO	NO
BRETTON RD / PINE ST ISLAND	REFER TO DRAWING	YES	NO	NO
HARVARD COURT	REFER TO DRAWING	YES	NO	NO
TALCOTT RIDGE DRIVE	REFER TO DRAWING	YES	NO	NO
CLEW DRIVE	REFER TO DRAWING	YES	NO	NO
RANDOLPH RD / HIGHLAND AVE EXT.	REFER TO DRAWING	YES	NO	NO
VILLAGE DRIVE	REFER TO DRAWING	YES	NO	NO
RESERVOIR ROAD ISLAND	REFER TO DRAWING	YES	NO	NO
RUSSELL COURT ISLAND	REFER TO DRAWING	YES	NO	NO
MEECH ROAD ISLAND	REFER TO DRAWING	YES	NO	NO
SCENIC VIEW DRIVE	REFER TO DRAWING	YES	NO	NO
BIKE PATH – WESTLAKE FROM RUSSETT LANE TO MOSS GLENN	REFER TO DRAWING	YES	NO	NO
WEST LAKE DRIVE ISLAND	REFER TO DRAWING	YES	YES	NO

BID #2015-033
CONTRACTED LANDSCAPING SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

LANDSCAPING SPECIFICATIONS

QUANTITY OF CUTTINGS:

The Public Works Department anticipates that the minimum of **twenty (20)** cuttings shall be required at each location during the contract period. The contractor shall base their total bid price on **twenty (20) cuttings** per location.

Should additional cuttings be required, the contractor shall provide the additional cuttings at the quoted unit price per location.

AREA MAINTENANCE AND GROOMING:

The Contractor shall be required to **base their cuttings on existing weather conditions and shall be responsible for**:

- Inspecting all areas on an ongoing basis to assure that each location is well maintained
- Maintaining the cutting level specified herein
- **Properly grooming** each location prior to and following each cutting.

"Properly groomed" shall be defined as:

- Removing heavy grass clippings
- Removing shredded papers
- Removing plastics, broken bottles and any other debris found at each location

In addition, any grass cuttings or related debris blown into surrounding areas shall be raked and swept properly. The contractor must leave the site clean and in good order. **The cost for grooming at each location shall be included in the unit cost per cutting.**

CUTTING HEIGHTS:

The Contractor is required to cut the grass at each location to the following specified height:

- The grass should not exceed **1 ½" to 2 ½" each cutting**.
- The grass **shall not** be permitted to grow any higher than **3" to 3 ½" between cuttings**.

In addition:

- The contractor is required to **mow and trim the entire area** each cutting.
- The contractor is required to cut each location **once per week** during the growing season.
- Cuttings shall be provided on an "as needed" basis during the months of July and August.

LOCATIONS TO BE SERVICED:

The City of Middletown shall contract for this service at the various locations as funding permits and shall reserve the right to pick and choose locations for cutting without prejudice towards the quoted pricing as necessary to meet funding limitations.

EQUIPMENT LIST:

The bidder shall provide a **complete listing** of equipment to be utilized pursuant to this contract **in the space provided on the bid proposal form.**

MULCHING SERVICES:

All areas to be mulched each year of this contract are to have the existing mulch **completely removed** prior to the addition of any new material. Once the old mulch is removed, the contractor is to contact the **Public Works Director, or his/her designee, at 860-638-4852** so the areas can be inspected. Once the Public Works Director or his/her designee inspects all of the bid mulch sites, approval or rejection for the new mulching process will occur. If all or any of the areas have been rejected for approval, then the contractor must complete the task until the work is performed to the satisfaction of the Public Works Director or his/her designee. **The bidder shall provide all materials, equipment, labor and incidentals necessary to mulch specified areas.** Areas to be mulched shall be mulched as early as possible in the spring season as weather permits and shall be mulched once per the contract period. Mulching materials at designated locations shall be treated, shredded, pine, cedar or cypress bark. Mulching materials utilized at all sites shall be uniform. **The contractor shall notify the Public Works Department which type of mulch material will be used at each site prior to the work being performed.**

SHRUB TRIMMING SERVICES:

The bidder shall provide all materials, equipment, labor and incidentals necessary to trim shrubs at specified locations. Shrubs shall be trimmed on a one time basis at a time appropriate to the species of the shrub and growing season. Trimming shall be done as early as possible in the spring season weather permitting and shall be trimmed and pruned once per the contract period. Trimming or pruning should be performed so as to properly shape each shrub so they do not grow any larger than they are presently, while keeping good horticulture practices for the aesthetics of each area, and care of the plant species.

WEED CONTROL:

The bidder shall provide all materials, equipment, labor and incidentals necessary to keep mulched areas weed free during the term of this contract. Weed control shall be defined as follows.

- Weed control is to be performed at **each flower bed, mulched shrub area, or other identified site**.
- Weed control should be for the **removal** of undesirable growth, other than the flower or shrubs now existing and prior to mulching.
- The contractor should continue removal of unwanted plant growth by either manual or OSHA approved chemical means through out the term of this contract.
- Any chemical used must comply with any state, local, or federal laws and regulations and be applied in accordance with the manufacturer's specification.
- The **unit of measure for weed control shall be a lump sum cost per location** to provide all labor, materials, equipment, and incidentals necessary to keep the area weed free for the duration of the contract.

VERIFICATION AND INSPECTION:

The bidder shall be required to notify the Director of Public Works or his/her designee following each cutting for the Public Works locations. Bidders are advised that the Director of Public Works or his/her designee for the Public Works locations shall complete an inspection of each location on a weekly basis to verify that each location has been cut to these specifications.

EQUIPMENT MAINTENANCE:

It shall be the responsibility of the bidder to provide services in accordance with these specifications and to maintain all equipment in good working order. In the event of equipment failure, the bidder shall have access to loaner equipment or maintain an inventory of substitute equipment to be utilized in the event of failure. In no event shall down time be permitted by the City for equipment failure.

RESPONSE TIME:

The bidder shall be required to respond to all service calls within four (4) hours of notification. The bidder shall further be accessible to the Director of Public Works or his/her designee for the Public Works locations at all times **via a mobile or cellular telephone** and/ or a pager service. **The cellular and pager access numbers shall be provided to the City prior to the award of this contract**. Failure to provide this information upon request **shall result in the forfeiture of the award** of this contract.

BID #2015-033
CONTRACTED LANDSCAPING SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

GENERAL CONDITIONS

Article 1. **Contractor's Claim for Damage:** If the contractor claims compensation for any damage alleged to have been sustained by reason of any negligent act or omission of the owner or any of his agents, he shall within one week after the sustaining of such damage, submit a written statement to the City of Middletown of the nature of the damage sustained, file with the City of Middletown an itemized statement of the details and amounts of such damage; and unless such statement shall be made as required his claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such damage. Even if properly presented, the City may reject any claim not considered valid.

Article 2. **Conditions Under Which the Owner May Complete:** If the work to be done under this contract shall be abandoned, or if this contract, or any part thereof, shall be sublet without the previous written consent of the City of Middletown, or it the contract or any claim thereunder shall be assigned by the contractor otherwise than as herein specified, or if at any time the City of Middletown shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the contractor has violated any of the provisions of this contract or that the work is not being done in an acceptable workmanlike manner as determined by the City of Middletown, the City of Middletown may notify the contractor to discontinue all work or such part thereof as the owner may designate; and thereupon, by contract or otherwise, as they may determine, complete the work or such part thereof, and charge the expense thereof to the contractor, and may take possession of and use, or cause to be used, in the completion of the work, any of such materials, machinery, implements, and tools or every description as may be found upon the line of said work.

The City of Middletown may, instead of notifying the contractor to discontinue all work or such part thereof, notify him, from time to time, to increase the force employed on the whole or any part of the work, stating the amount of such increase required, and unless he shall, within ten days after such notice, increase his force to the
extent required therein, and maintain such increased force from day to day until the completion of the work or such part thereof, or until the conditions as to the rate of progress may employ and direct the labors of such additional force as may, in the opinion of the City of Middletown be necessary to insure the completion of the work or such part thereof to the contractor. Neither the notice from the City of Middletown to the contractor to increase his force nor the employment of additional force by the City of Middletown, shall be held to prevent a subsequent notice of the City of Middletown to him to discontinue work under the provisions of the proceeding portion of the Article.

Article 3. **Payments:** The contractor shall submit an itemized invoice following upon a monthly basis. Payment shall be made in accordance with the procedure outlined in Item #17, of the "Information for Bidders".

Article 4. **Last Payment to Terminate Liability to the Owner:** Neither the City nor any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the contractor of any payment shall release the City or its agents from

any and all claims and liabilities of the contractor for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

Article 5. **The Contract Sum:** The contract sum specified in the contract documents under the applicable items includes all state and local sales, use occupations cross receipts and other similar taxes and license fees, all of which are to be paid by the contractor. Said contract sum also includes, and the contractor shall pay, the contributions measured by wages of his employees and wages of any subcontractor's employees, required by the Social Security Act and the Public Laws of the State in which the work is done an shall accept exclusive liability for said contributions. The contractor further shall indemnify and hold harmless the City, its officers, agents, servants and employees on account of any contributions measured by the wages as aforesaid of employees of the contractor and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Article 6. **Presidential Executive Order 11246:** This contract is subject to the provisions of Presidential Executive Order 11246 of President Lyndon B. Johnson promulgated September 24, 1965 as amended by Presidential Executive Order 11375 of President Lyndon B. Johnson promulgated October 13, 1967, which is incorporated by reference within the Affirmative Action Plan of the City of Middletown adopted by the Common Council on January 5, 1976; and, as such, this contract may be canceled, terminated or suspended by the Mayor of the City of Middletown for violation of or noncompliance with said Executive Order 11246, or any municipal, state, or federal law concerning nondiscrimination. The parties to this contract, as part of the consideration hereof, agree that the Presidential Executive Order 11246 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Mayor of the City of Middletown or the Mayor's designee shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

Article 7. **Changes in the work:** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner, by a work order.

Article 8. **State of Connecticut Worker's Compensation Form:** All contractors are required to conform to the requirements of Connecticut General Statutes Section 31-286a, as amended, concerning Workers Compensation Insurance for Contractors on Public Works projects.

Article 9. **Indemnification:**

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is:

1. Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and

2. Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the Owner, their officers, agents, servants and employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

C. To the fullest extent permitted by law, prior to commencing work, the Contractor shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless the City of Middletown, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance or lack of performance of the work, provided that any such claim, damage, loss or expense:

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and

2. is caused in whole or in part by any negligent act or omission of the subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person.

D. In any and all claims against anyone indemnified hereunder by any employee of the subcontractor, or any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

BID #2015-033
CONTRACTED LANDSCAPING SERVICES
PUBLIC WORKS DEPARTMENT
CITY OF MIDDLETOWN

Issue Date: **12/8/2015** Reply Date: **Wednesday, January 6, 2016 at 11:00 A.M**

To: Supervisor of Purchasing
City of Middletown
Room 112, Municipal Building
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, Specifications, General Conditions and related contract documents and propose and agree to contract with the City of Middletown to provide landscaping services as described here-in for a contract term of twenty four (24) months to commence on **February 1, 2016 and terminating January 31, 2018** as follows:

Bid must be signed by the bidder to be accepted.

_____ _____
Company Name **Signature and Title**

The following pages must be submitted by the bidder:

- ☐ Proposal Pages (Pgs. 22-30)
- ☐ Non- Collusive Bid Statement (Pg. 31)
- ☐ Affidavit of Local Vendor (if applicable – Middletown businesses only) (Pg. 12)

We acknowledge receipt of the following addendum, if applicable:

☐ Addendum #_____ Date_____
☐ Addendum #_____ Date_____

#	LOCATION & AREA SIZE - SERVICE AS SPECIFIED	AREA SIZE	QUANTITY	UNIT PRICE	EXTENSION IN FIGURES
	LANDSCAPING SERVICES FOR PUBLIC WORKS LOCATIONS **BIDDER NOTE:** **THE PRICE QUOTED FOR WEED CONTROL SHALL BE THE TOTAL COST TO KEEP THE AREA WEED FREE FOR THE DURATION OF THE CONTRACT.**				
1.	**HUBBARD TRACT PROPERTY** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
2.	**OLD EAST STREET CEMETERY** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
3.	**RIDGE ROAD CEMETERY** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
4.	**WESTLAKE DRIVE ISLAND** UNIT PRICE FOR MOWING	550 SQ YDS/ 5,000 SQ FT	20	$ _____	$ _____
5.	**HARTFORD AVENUE PARK** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
6.	**ARRIGONI BRIDGE AREA** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
7.	**COUNTY LANE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
8.	**PHEDON PARKWAY** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
9.	**HERITAGE BOULEVARD** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
10.	**KNOX BOULEVARD** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
11.	**WESTFIELD STREET PROPERTY** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
12.	**TIMBER RIDGE ISLAND** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____

#	LOCATION & AREA SIZE - SERVICE AS SPECIFIED	AREA SIZE	QUANTITY	UNIT PRICE	EXTENSION IN FIGURES
13.	**BUTTERNUT STREET/SUNSET TERRACE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
14.	**WESTLAKE DRIVE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
15.	**WESTWOOD LANE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
16.	**SBONA DRIVE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
17.	**THIMBLE ROCK ROAD** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
18.	**CRANBERRY LANE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
19.	**FARMHILL / RANDOLPH ROAD ISLAND** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
20.	**SALAFIA ISLAND** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
21.	**RIDGE / EAST RIDGE ROAD ISLAND** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
22.	**RUSSELL STREET / RIDGE ROAD ISLAND** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
23.	**JACOBS TERRACE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
24.	**BRETTON ROAD / PINE STREET ISLAND** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
25.	**HARVARD COURT** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____
26.	**TALCOTT RIDGE DRIVE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$_____	$_____

#	LOCATION & AREA SIZE - SERVICE AS SPECIFIED	AREA SIZE	QUANTITY	UNIT PRICE	EXTENSION IN FIGURES
27.	**CLEW DRIVE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
28.	**RANDOLPH RD / HIGHLAND AVE EXTENSION** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
29.	**VILLAGE DRIVE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
30.	**RESERVOIR ROAD ISLAND** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
31.	**RUSSELL COURT ISLAND** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
32.	**MEECH RD ISLAND (on sheet with Butternut St)** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
33.	**SCENIC VIEW DRIVE** UNIT PRICE FOR MOWING	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
34.	**HERITAGE BOULEVARD** MULCHING ONLY	18 SQ YDS/ 160 SQ FT	1	$ _____	$ _____
35.	**KNOX BOULEVARD** MULCHING AND WEED CONTROL	75 SQ YDS/ 675 SQ FT	1	$ _____	$ _____
36.	**TIMBER RIDGE ISLAND** MULCHING AND WEED CONTROL	30 SQ YDS/ 280 SQ FT	1	$ _____	$ _____
37.	**TIMBER RIDGE ISLAND** SHRUB TRIMMING **TOTAL COST FOR 60 SHRUBS**	TOTAL COST – 60 SHRUBS	1	$ _____	$ _____
38.	**THIMBLE ROCK ROAD** MULCHING AND WEED CONTROL	70 SQ YDS/ 640 SQ FT	1	$ _____	$ _____

#	LOCATION & AREA SIZE - SERVICE AS SPECIFIED	AREA SIZE	QUANTITY	UNIT PRICE	EXTENSION IN FIGURES
39.	**CRANBERRY LANE** MULCHING AND WEED CONTROL	370 SQ YDS/ 3,325 SQ FT	1	$ _____	$ _____
40.	**BIKE PATH AT WESTLAKE** UNIT PRICE FOR MOWING – BOTH SIDES	REFER TO DRAWING DIMENSIONS	20	$ _____	$ _____
41.	**WESTLAKE DRIVE ISLAND TREE BEDS** MULCHING AND WEED CONTROL	4,500 SQ YDS/ 40,000 SQ FT	1	$ _____	$ _____

SUBTOTAL ON BID ITEMS #1-41:

_____ **($ _____)**

Written figures

RATES FOR "SPECIAL PROJECTS" ON AN AS NEEDED BASIS				
#	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
42.	**MOWING AND CLEARING** **UNIT PRICE PER HOUR**	1 HOUR	$ _____	$ _____
43.	**MULCHING** **UNIT PRICE PER CUBIC YARD**	1 C.Y.	$ _____	$ _____
44.	**SHRUB TRIMMING** **TOTAL COST PER SHRUB**	1 SHRUB	$ _____	$ _____
45.	**WEED CONTROL** **UNIT PRICE PER SQUARE FOOT**	1 S.F.	$ _____	$ _____

HYDROSEEDING

46.	**0 – 1,000 SQUARE FEET**	1	**$0._____ per square foot**
47.	**1,001 - 5,000 SQUARE FEET**	1	**$0._____ per square foot**
48.	**5,001 – 10,000 SQUARE FEET**	1	**$0._____ per square foot**
SUBTOTAL ON SPECIAL PROJECT ITEMS #42-48: **_____ ($ _____)** **Written figures**			
GRAND TOTAL OF BID ITEMS #1-48: **_____ ($ _____)** **Written figures**			

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year**.** **_____ or _____**
YES NO

EQUIPMENT TO BE FURNISHED PURSUANT TO THIS CONTRACT SHALL INCLUDE:

BIDDER NOTE: This information must be provided to be eligible for the award of this contract.

#	QTY.	EQUIPMENT DESCRIPTION	MODEL #	MODEL YEAR
1.				
2.				
3.				
4.				
5.				
LOANER EQUIPMENT				
7.				
8.				
9.				
10.				
11.				

WEED CONTROL

PLEASE LIST ANY CHEMICAL TREATMENTS TO BE UTILIZED FOR WEED CONTROL:

ITEM#	MANUFACTURER	PRODUCT/REORDER #
ITEM#	MANUFACTURER	PRODUCT/REORDER #

BID SUMMARY

This bid is made with the understanding that it cannot be withdrawn for **thirty (30) days** after the date set for opening of bids. Be it understood and agreed that the prices bid for unit quantities of work in the various items shall control in any contract awarded hereon, that the quantities noted are approximate only, being estimated solely for the purpose of comparing bids; and that the products obtained above by multiplying the unit price bid by the estimated quantities, and the total of those products are computed solely for the purpose of checking this proposal and for the convenience of the bidder. **The City of Middletown reserves the right to add any new items or to diminish or increase any existing items without, prejudice to the quoted pricing that the total cost of revisions may diminish or increase any unit or the total cost by any amount.**

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date:

_____ _____

Corporation Name (if applicable) **Company Name**

Mailing Address: **Payment Address** (If different from mailing addr.):

_____ _____

Address Address

_____ _____

_____ _____

City, State and Zip City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization:
(Please Check One)

____ Individual / Sole Proprietor

____ Limited Liability Company / Partnership

____ Corporation

Contact Information

Contact Name: _____ Title:_____

Additional Contact: _____ Title:_____

Phone Number: _____ Fax:_____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

_____ _____ _____

Print or Type Name & Title **Signature** **Date**

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 31).

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

l. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

_____
Signed

_____
Company

_____
Address

_____

_____
Telephone Number

CITY OF MIDDLETOWN, CONNECTICUT
STATE OF CONNECTICUT WORKERS' COMPENSATION
CONFORMANCE FORM

I,_____, of _____
Officer, Owner, Authorized Rep. Company Name

_____ do hereby certify that the

_____ and all of its
Company Name

subcontractors conform to all requirements of the Connecticut General Statutes Section 31-286a, as amended, concerning workers' compensation insurance requirements for contractors on public works projects.

_____
Signed

Subscribed and sworn to before me this _____ day of _____ 20__.

_____
Notary Public

My commission expires: _____

STATEMENT OF CONTRACTORS QUALIFICATIONS

To be submitted by the Bidder with his 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 he desires.

1. Name of Bidder_____

2. Bidder's Tax Identification Number_____

3. Permanent main office address_____

_____

4. When organized_____

5. If a corporation, where incorporated_____

6. How many years have you been engaged in landscaping under your present firm or trade name_____

7. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by you. _____

_____

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

_____

_____

10. Have you ever defaulted on a contract? If so, where and why?

_____

_____

11. List, the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed. _____

_____

_____

12. List your major equipment AVAILABLE FOR **THIS CONTRACT.**

_____

13. Experience in work similar in importance to this project. _____

_____

14. Background and experience of the principal members of your organization, including the officers and their Social Security Numbers. _____

_____

15. Give bank reference. _____

_____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Middletown? _____

_____

17. The undersigned hereby authorizes and requests any persons, firm or corporation to furnish any information requested by the City of Middletown in verification of the recitals comprising this State of Bidder's Qualifications.

Dated at _____ this ____ day of _____ 20__.

_____
Name of Bidder

By_____

Title_____

State of_____

County of_____

_____ being duly sworn,

deposes and says that he is _____ of

_____ and
that the answers to the foregoing questions and all statements herein are true and correct.

Subscribed and sworn to before me this _____ day of _____20__

_____
Notary Public

My commission expires:_____ Date:_____

APPENDIX B - INSURANCE REQUIREMENTS

Bid #2015-033
Contracted Landscaping Services

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER,** at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) **Workers' Compensation Insurance -**

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

$500,000 Each Accident
$500,000 Disease, Policy Limit
$500,000 Disease, Each Employee

If the **BIDDER** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **BIDDER** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) **Commercial General Liability Insurance -**

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of $1,000,000 is required. The Aggregate Limit will be not less than $2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

If applicable, the **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of $1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and Its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

INSURANCE LANGUAGE
APPROVED AS TO FORM:

_____
NANCY CONAWAY-RACZKA
RISK MANAGER

November 25, 2015
DATE

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid #2015-033 Contracted Landscaping Services
Return Date: Wednesday, January 6, 2016 at 11:00 A.M

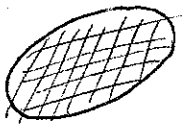
City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457

BIDDER NOTE:

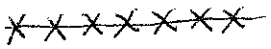
THE ATTACHMENT THAT FOLLOWS INCLUDES SCHEMATIC DRAWINGS OR DIAGRAM SKETCHES OF EACH SITE TO BE LANDSCAPED PURSUANT TO THIS CONTRACT. BIDDERS ARE ADVISED THAT THESE DRAWINGS ARE NOT TO SCALE. IN ADDITION, SOME MULTIPLE LOCATIONS ARE SHOWN ON SINGLE DRAWINGS.

BIDDERS SHALL BE REQUIRED TO INSPECT EACH OF THESE SITES PRIOR TO THEIR SUBMISSION OF A BID AS SPECIFIED IN ITEM #11, OF THE INFORMATION FOR BIDDERS.

KEYS TO DIAGRAM SKETCHES



- SHADED AREAS DENOTE MOWING IN THE CONTRACT



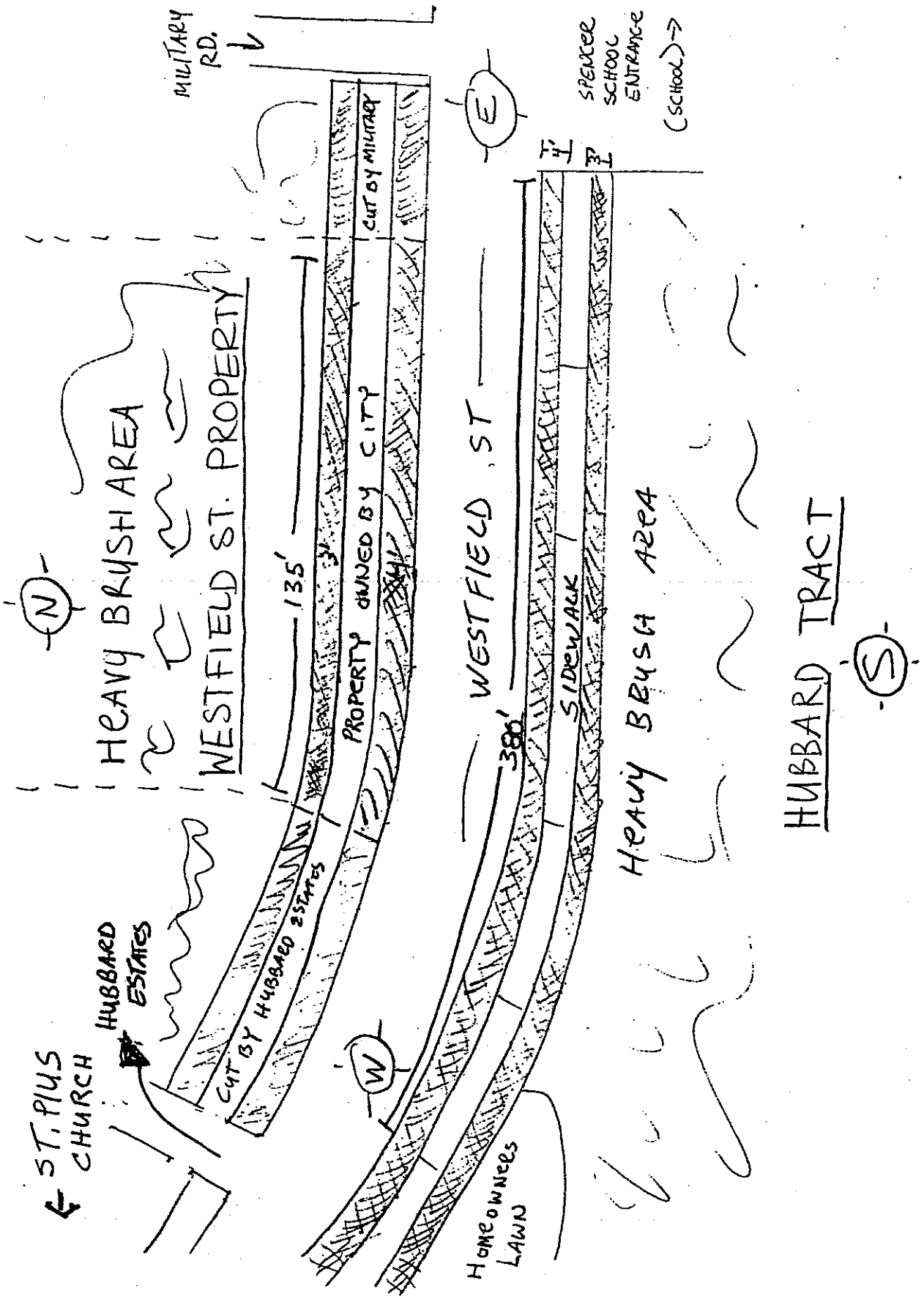
- DENOTE FENCE LINES

- DENOTE SHRUBS

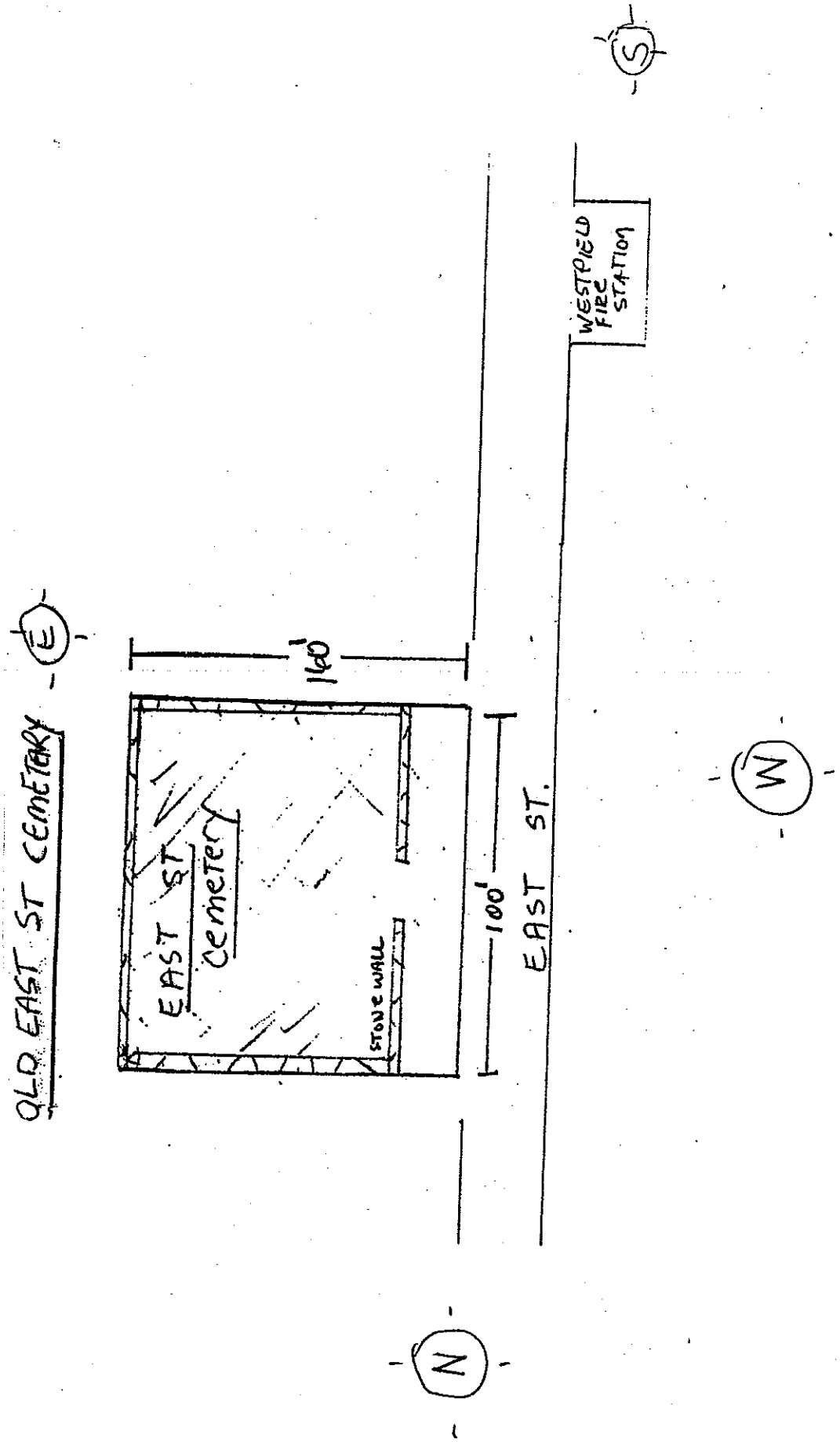
- DENOTE TREES

DIAGRAMS ARE NOT TO SCALE

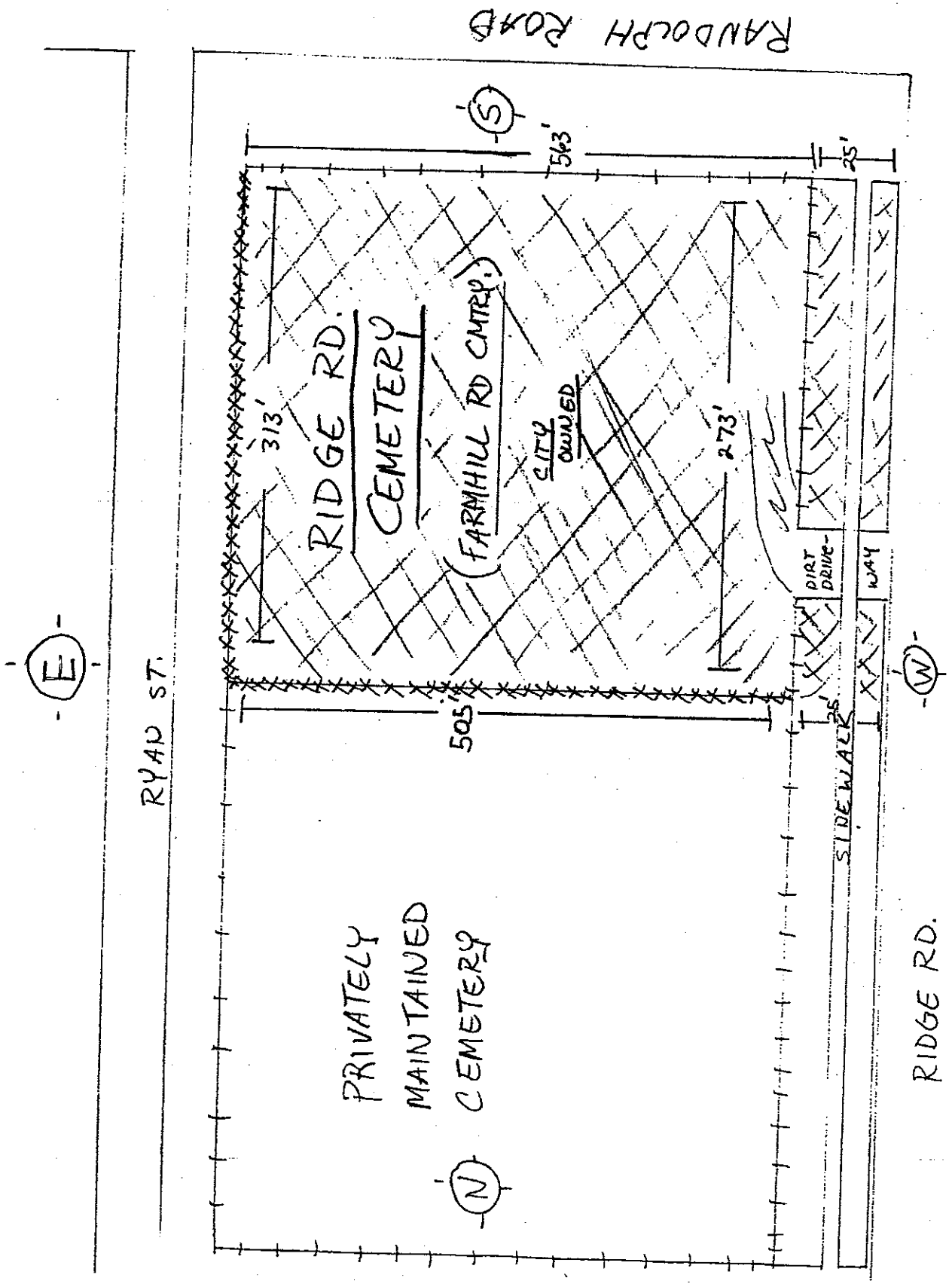
#I) HUBBARD TRACT PROPERTY
#II) WESTFIELD STREET PROPERTY



#2) OLD EAST STREET CEMETARY



#3) RIDGE ROAD CEMETARY



4) Westlake Drive Island

** Mulched Areas in Yellow Shading *

= Mowing

NOTES:

Trees should not block street lights or sight lines.

There will be no planting substitutions unless approved

by the Urban Forestry Board.

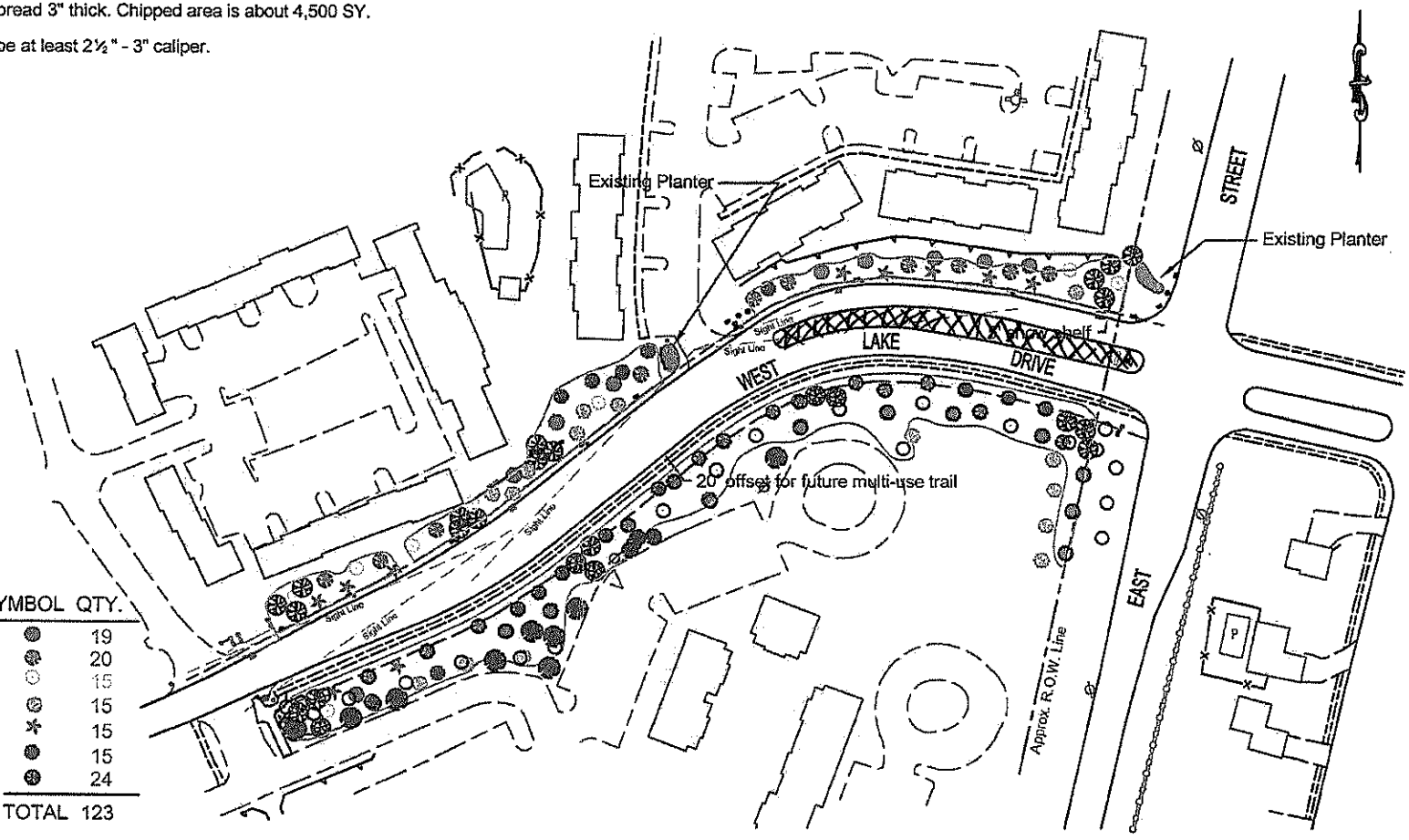
Area around trees will be finished with wood chips provided by the City.

Wood chips shall be spread 3" thick. Chipped area is about 4,500 SY.

All trees provided will be at least 2½" - 3" caliper.

WESTLAKE DRIVE TREE PLANTING

Scale: 1"=40' Date: 9/12/13

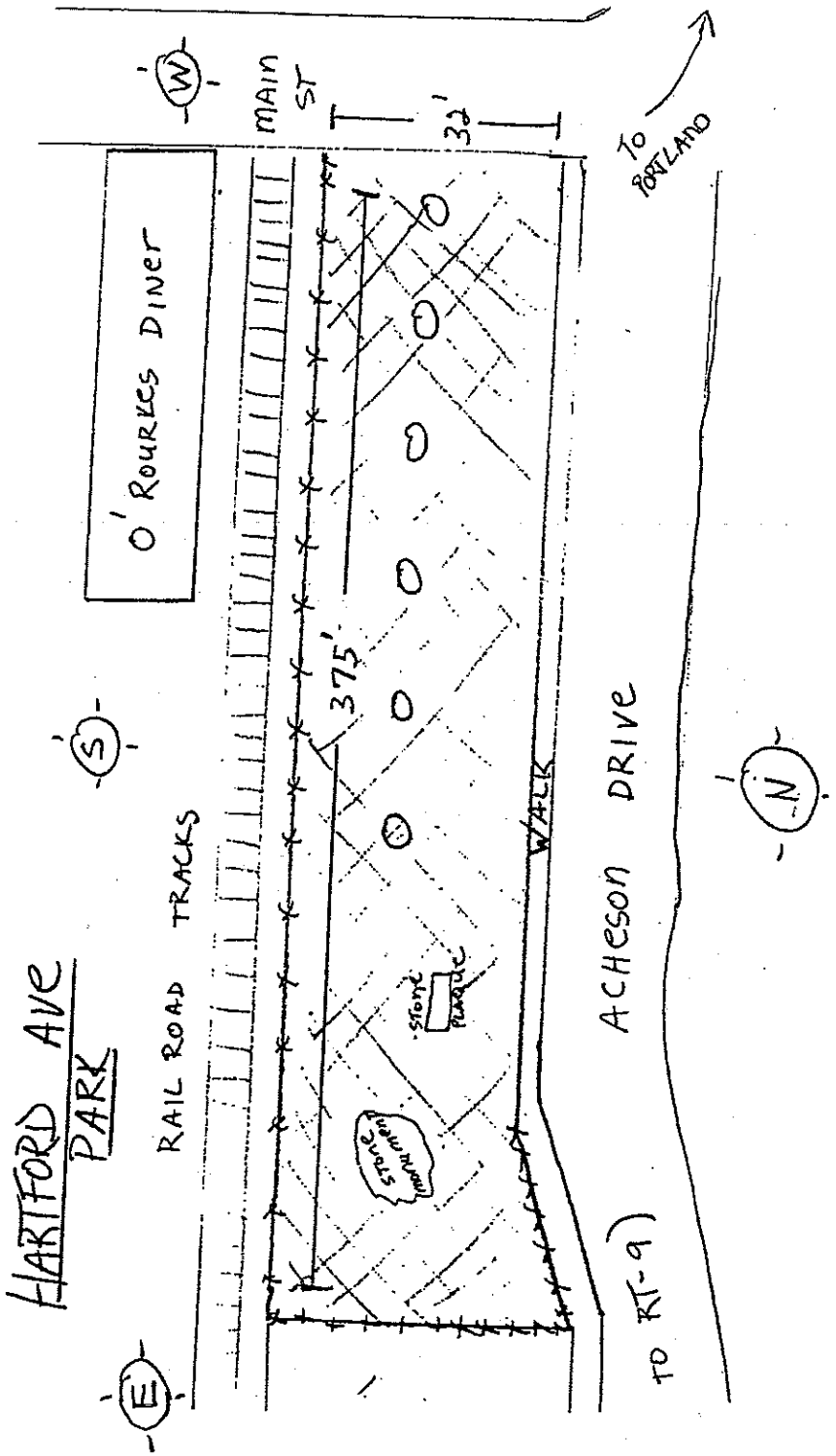


Existing trees

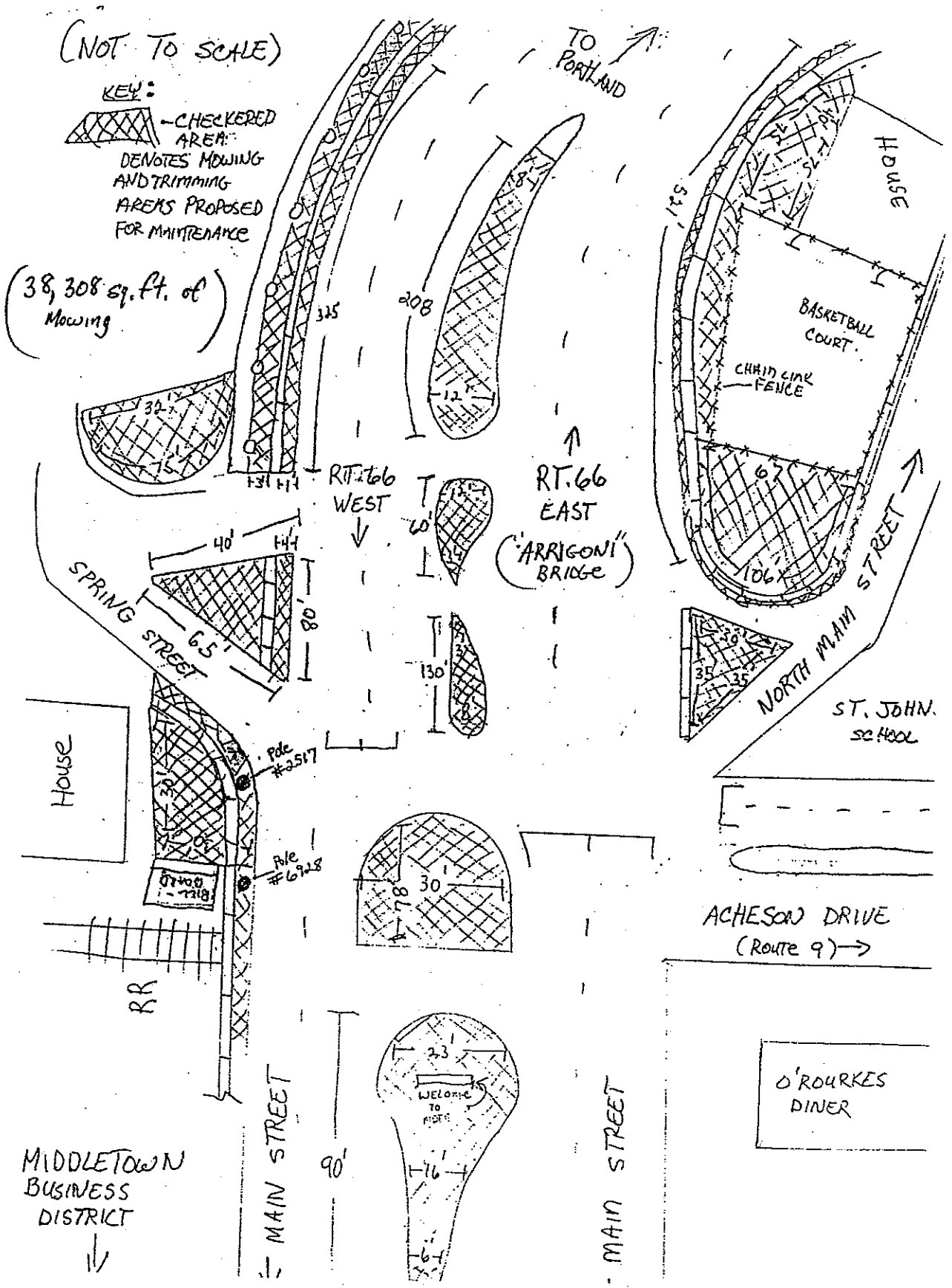
Street Light

COMMON NAME	SYMBOL	QTY.
Quercus coccinea		19
Tilia cordata		20
Liriodendron tulipifera		15
Cornus florida		15
Cercis Canadensis		15
Ginkgo biloba		15
Viburnum plicatum		24
	TOTAL	123

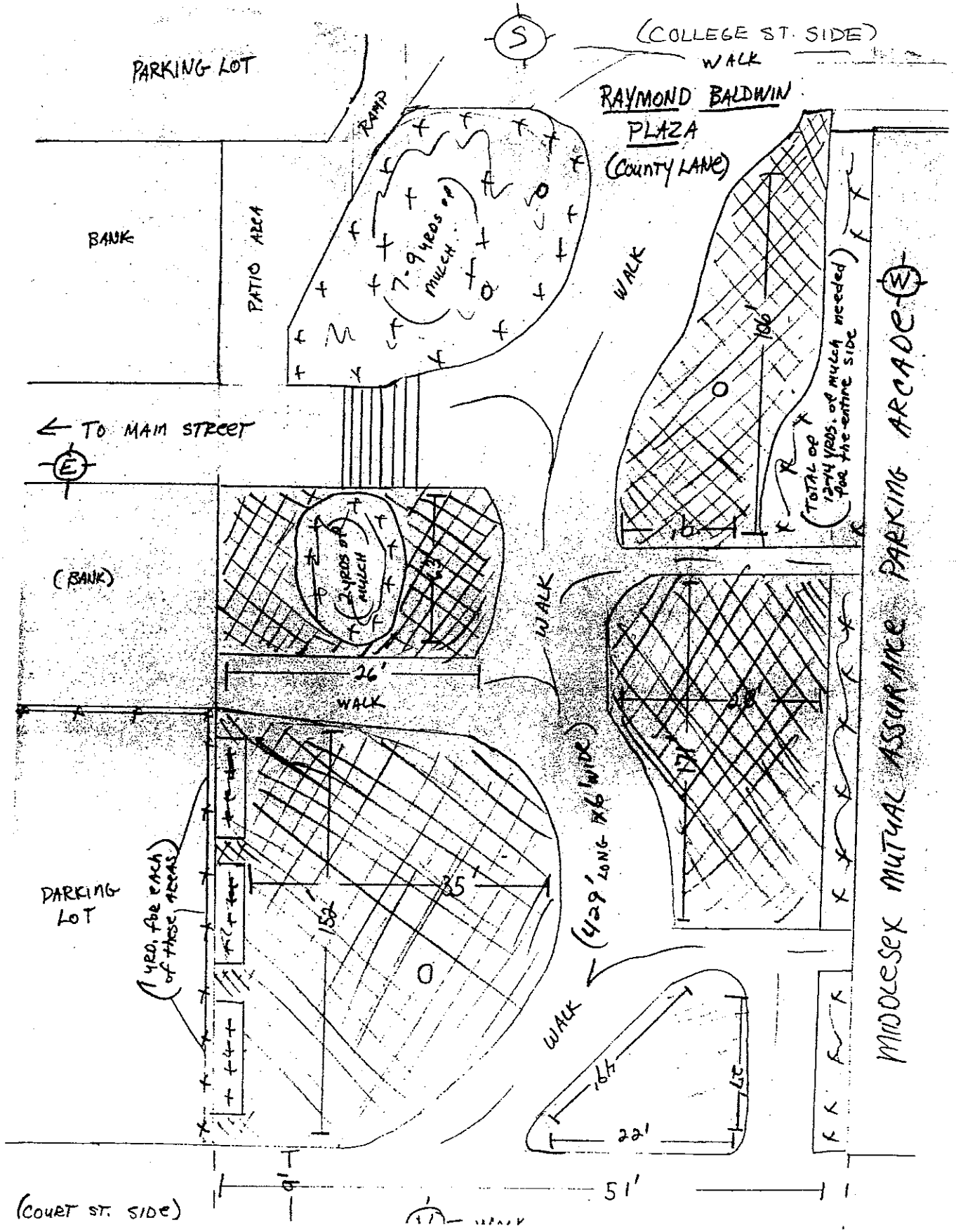
#5) HARTFORD AVE. PARK



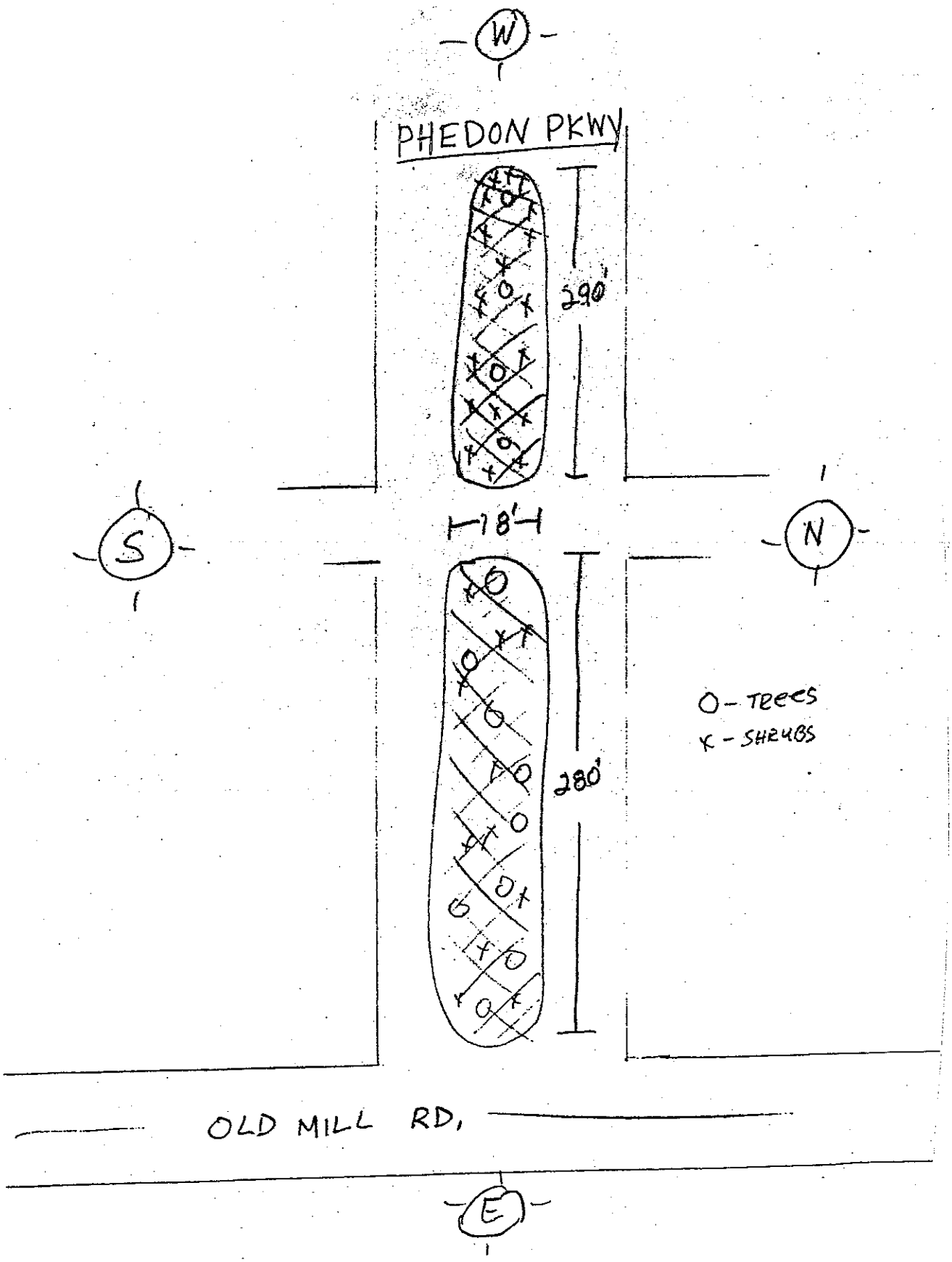
#6) ARRIGONI BRIDGE AREA



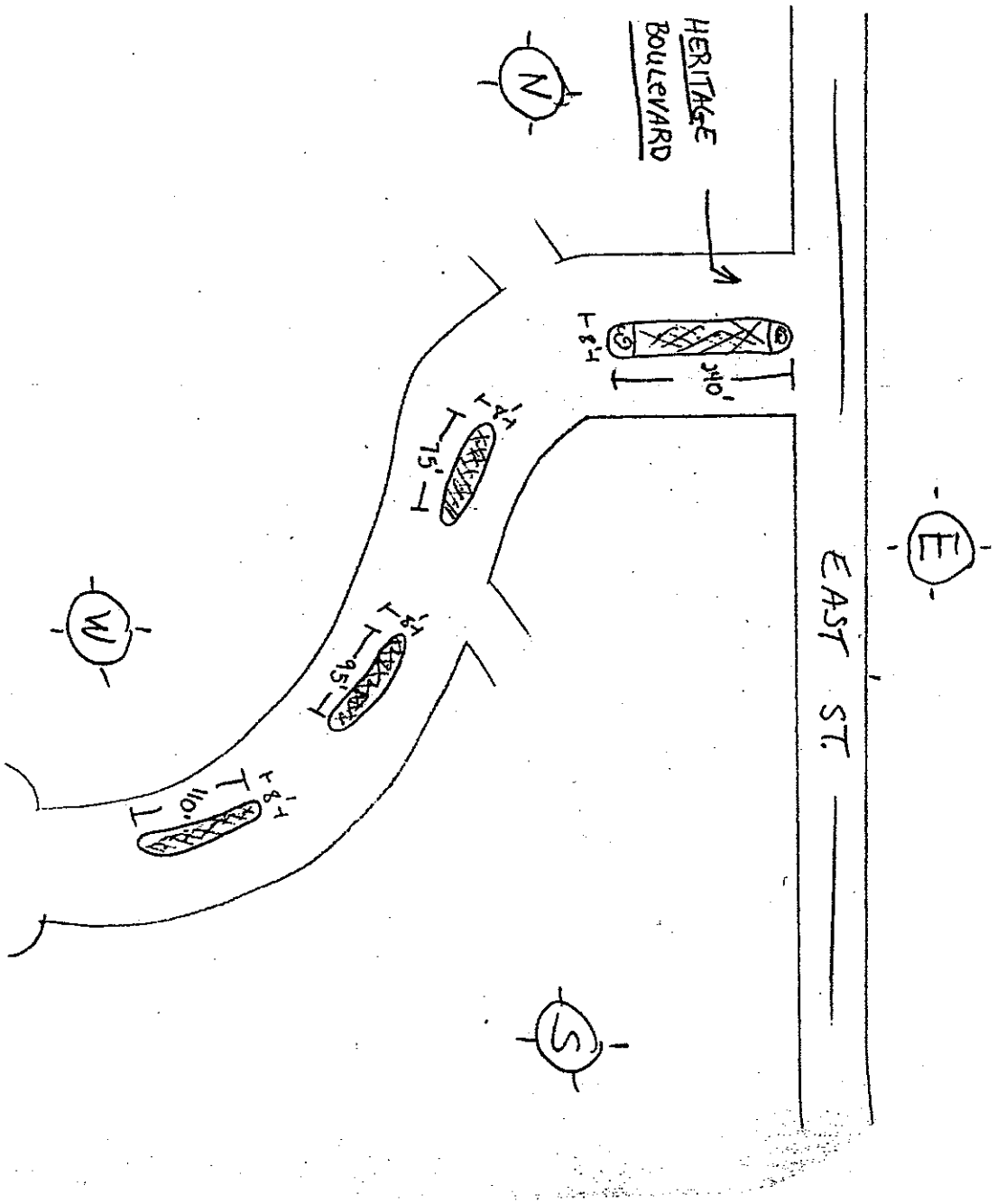
#7) COUNTY LANE



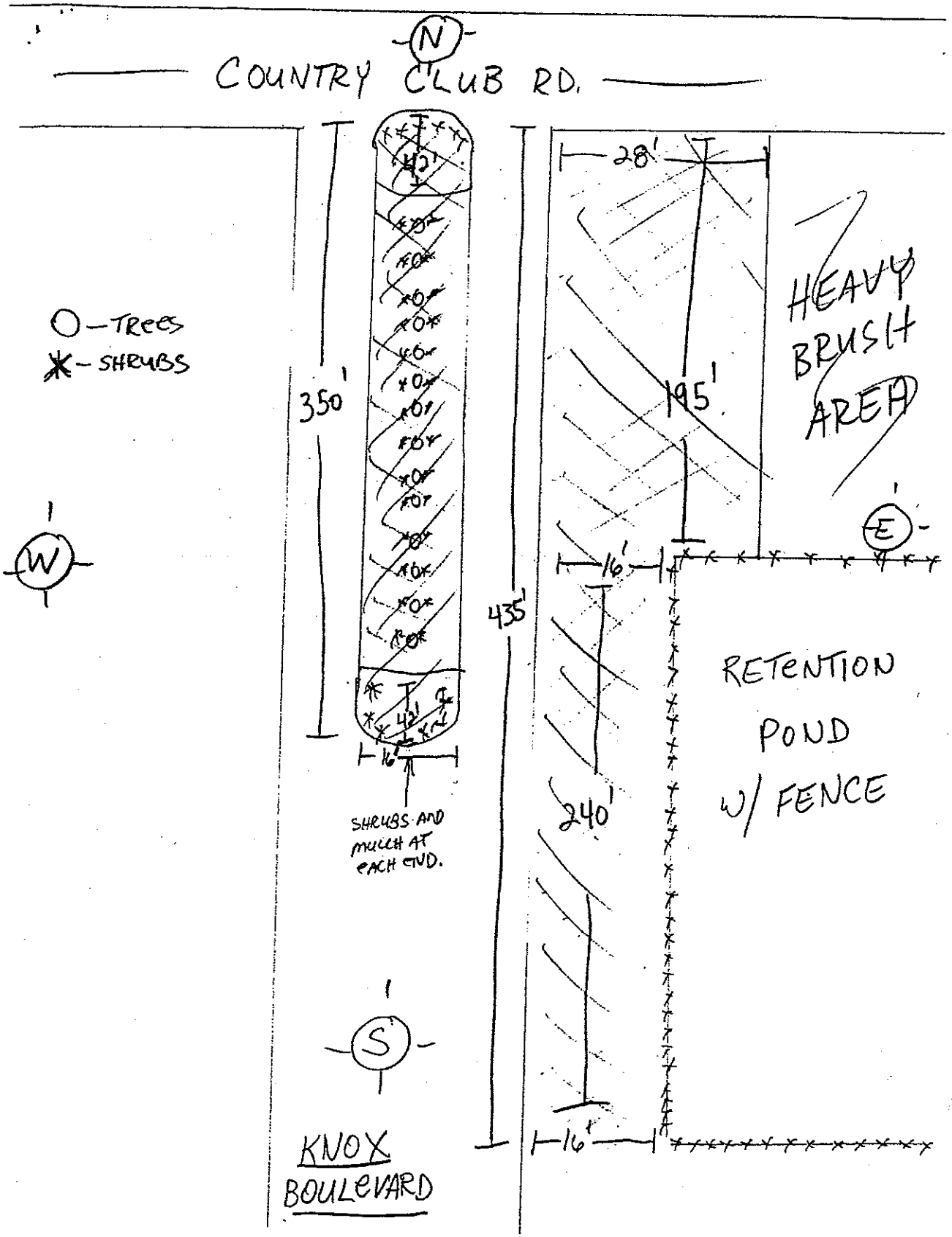
#8) PHEDON PARKWAY



#9) HERITAGE BOULEVARD

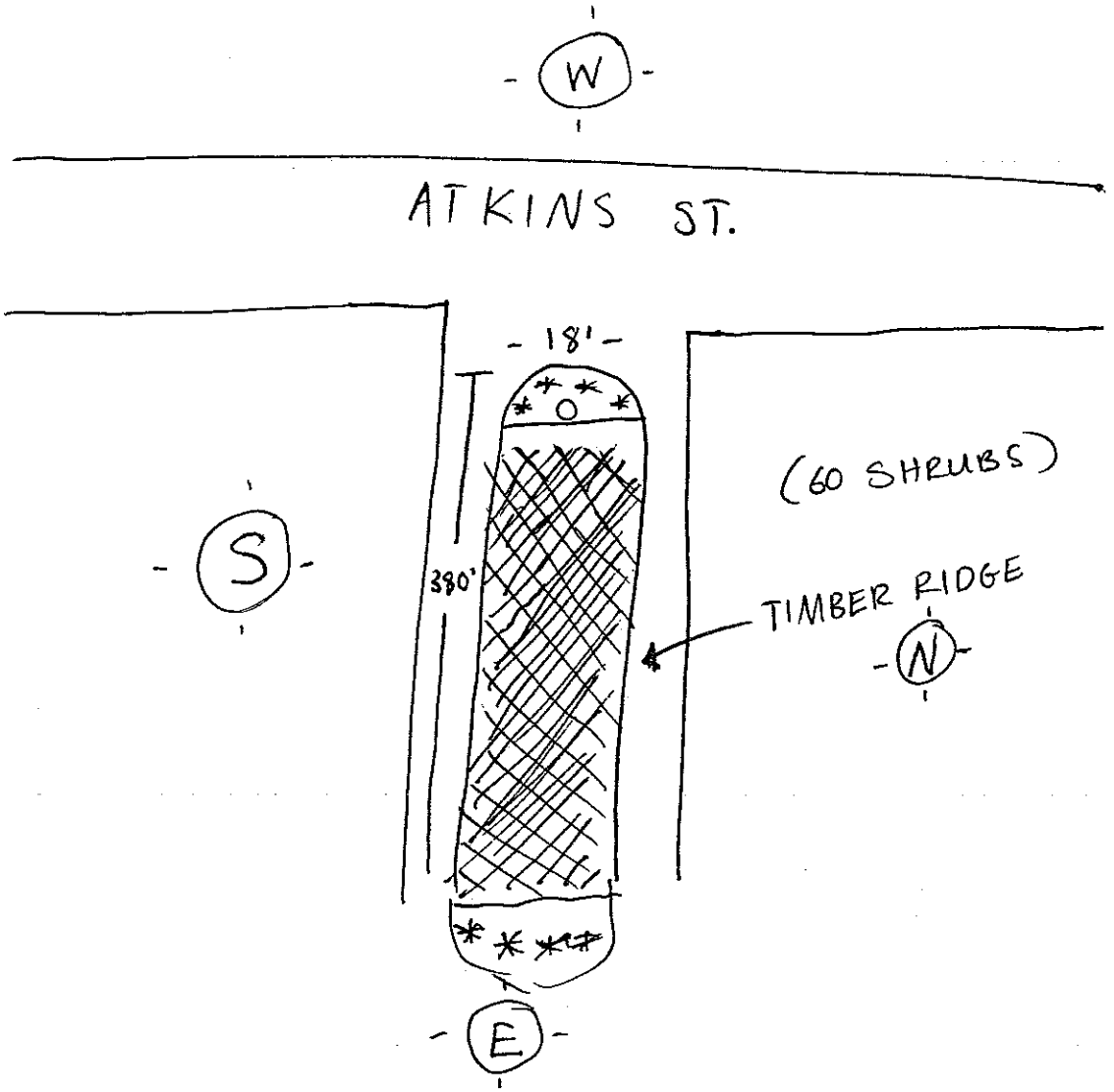


#10) KNOX BOULEVARD

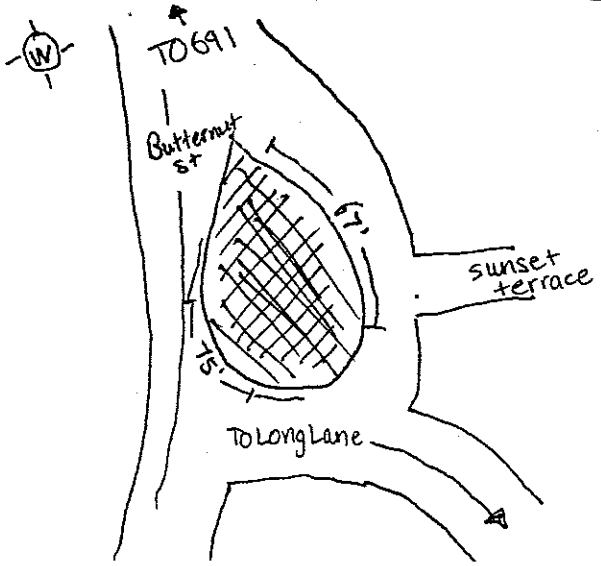


#12) TIMBER RIDGE ISLAND

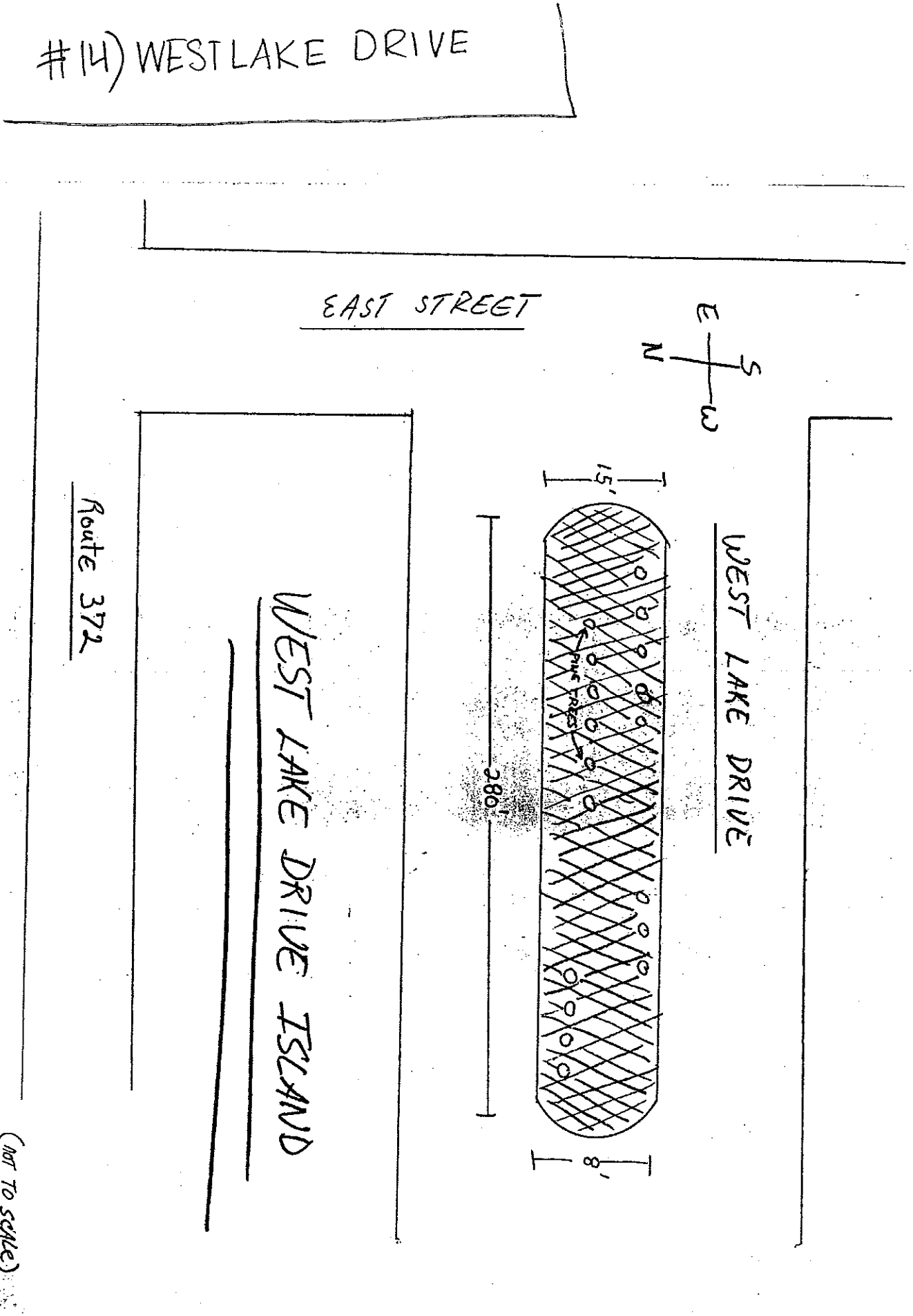
* Item #11 located w/ Item #1 - 1st Page



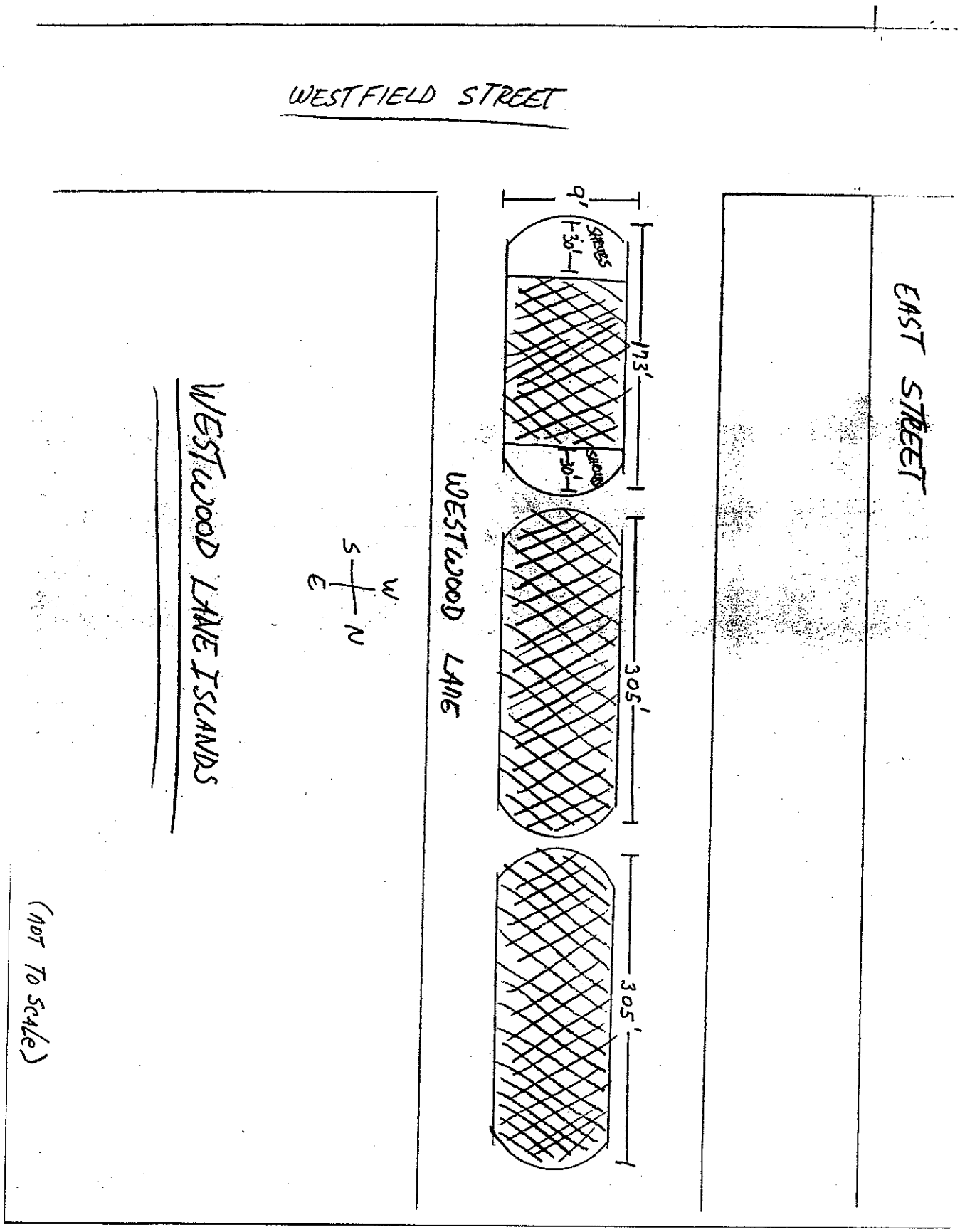
#13) BUTTERNUT ST. / SUNSET TERRACE



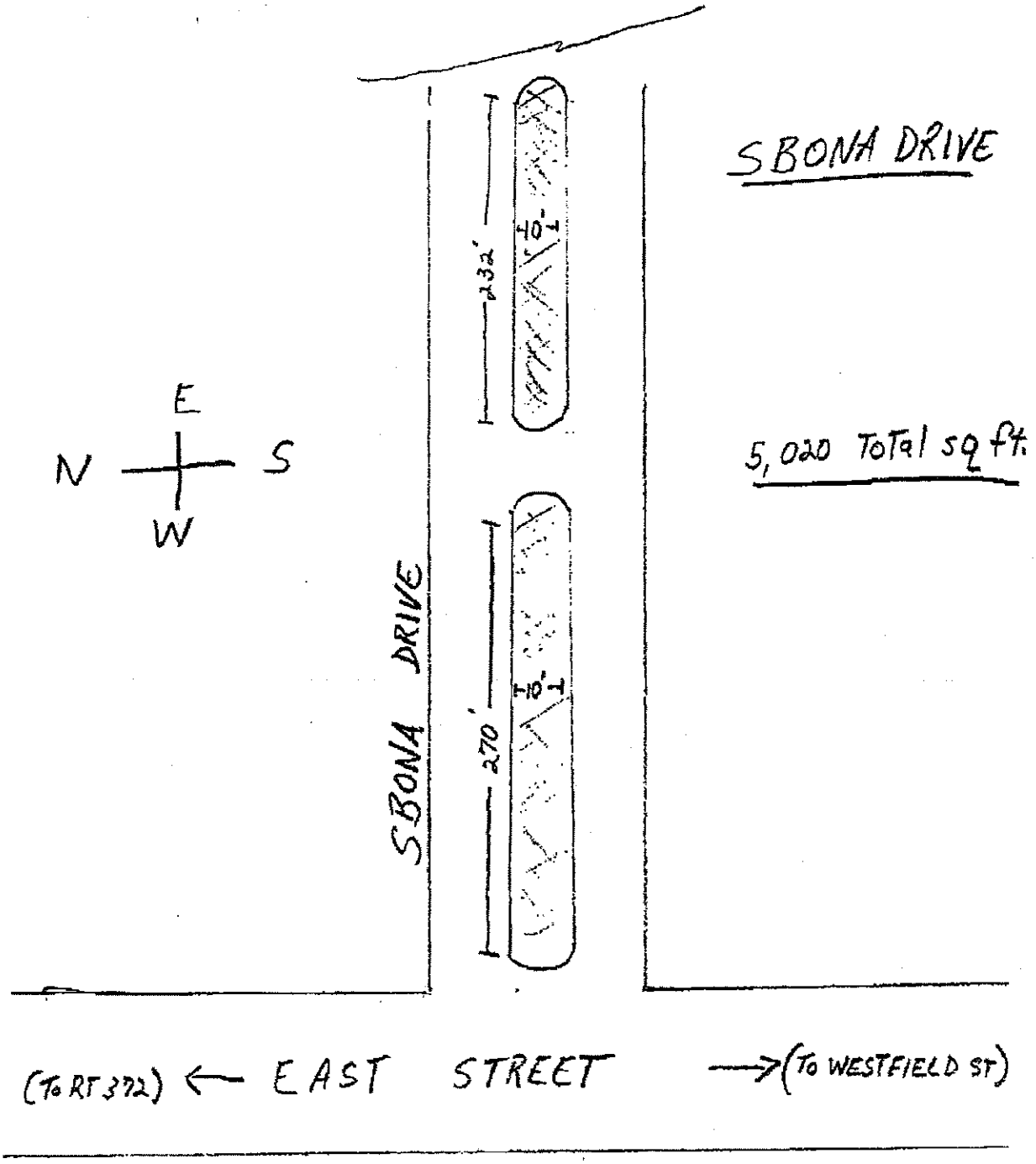
#14) WESTLAKE DRIVE



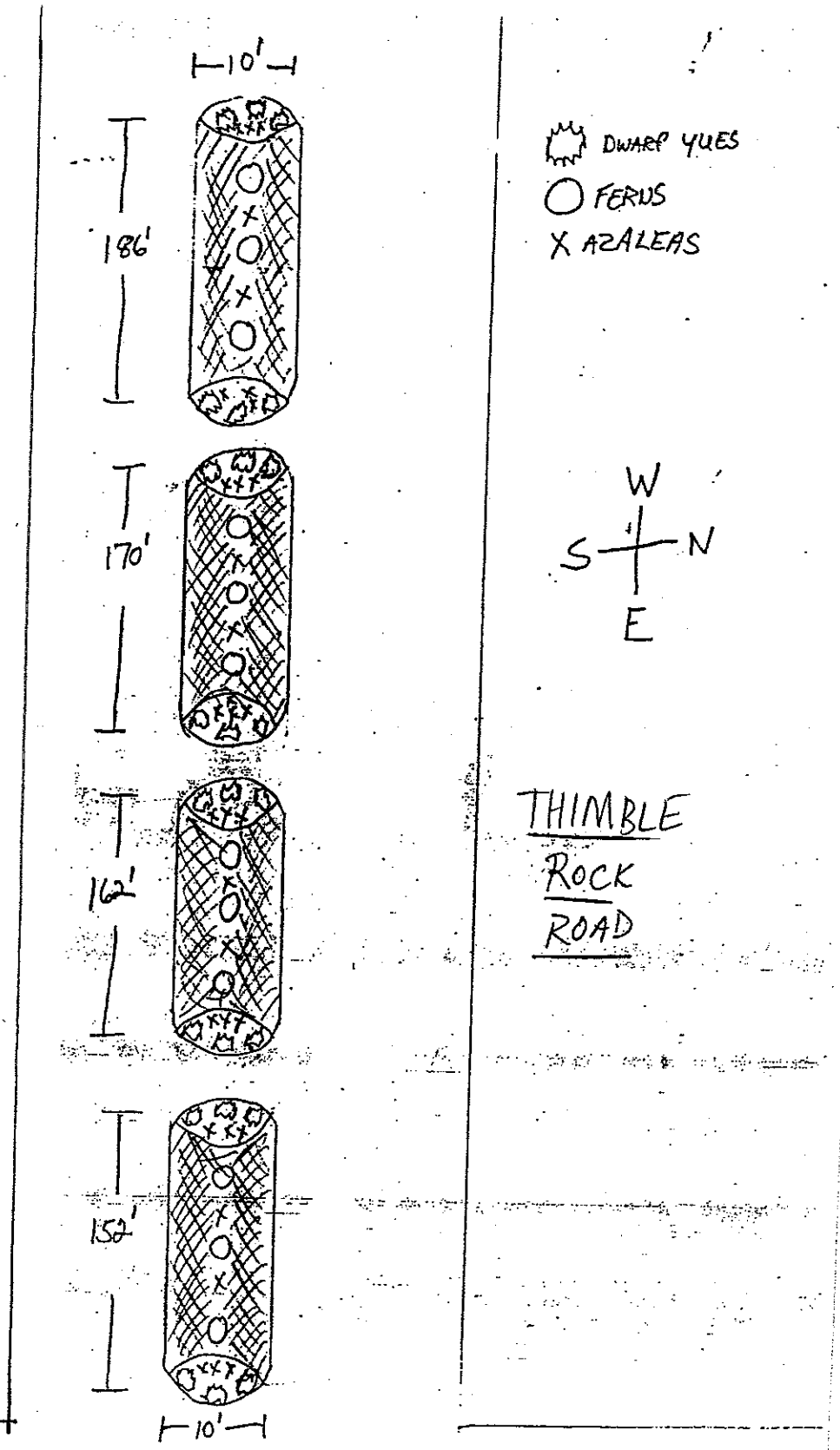
#15) WEST WOOD LANE



#16) SBONA DRIVE

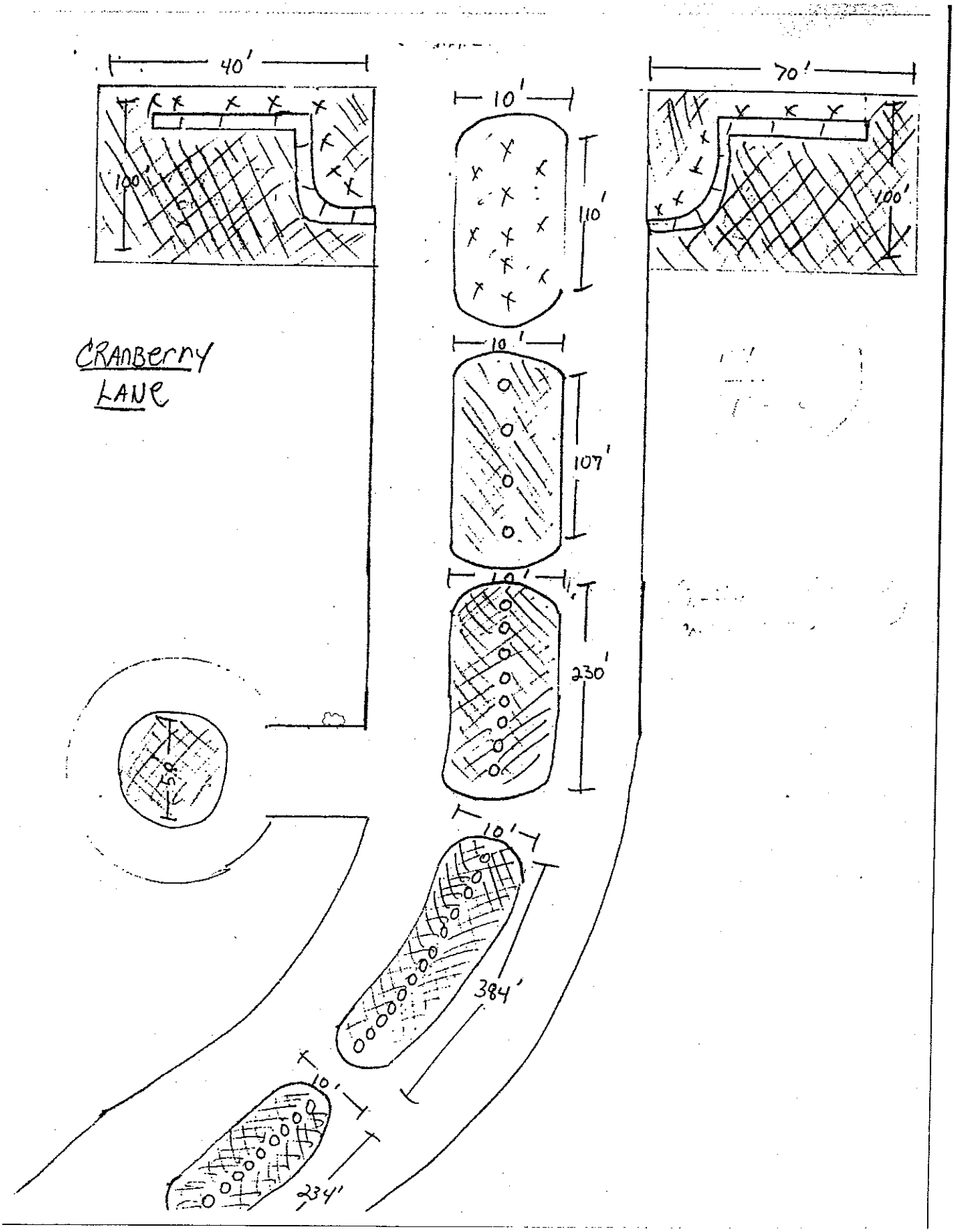


#17) THIMBLE ROCK RD.

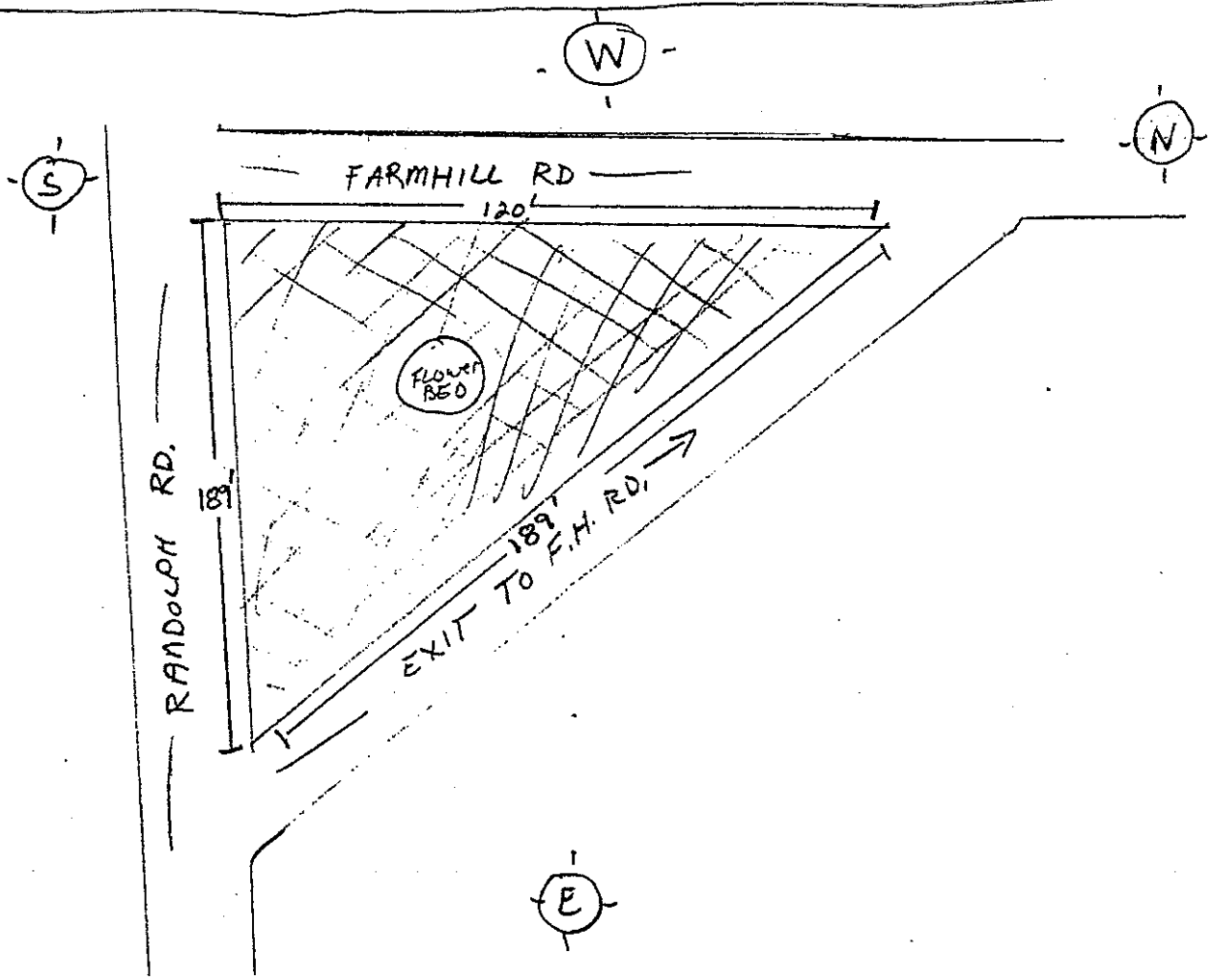


← ARBUTUS ST. →

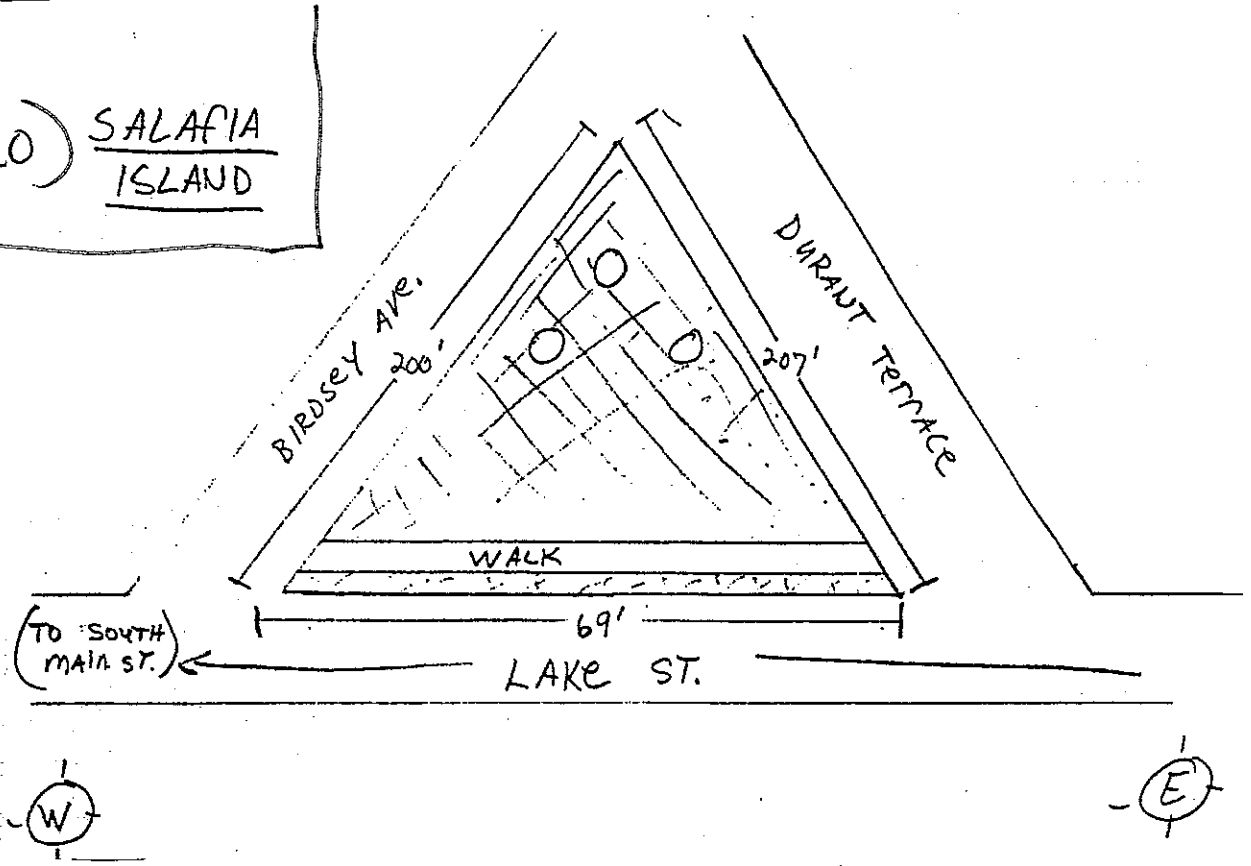
#18) CRANBERRY LANE

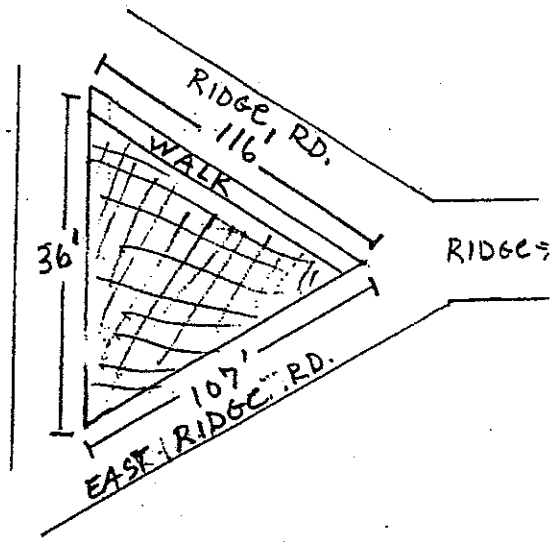


#19) FARMHILL/RANDOLPH RD ISLAND

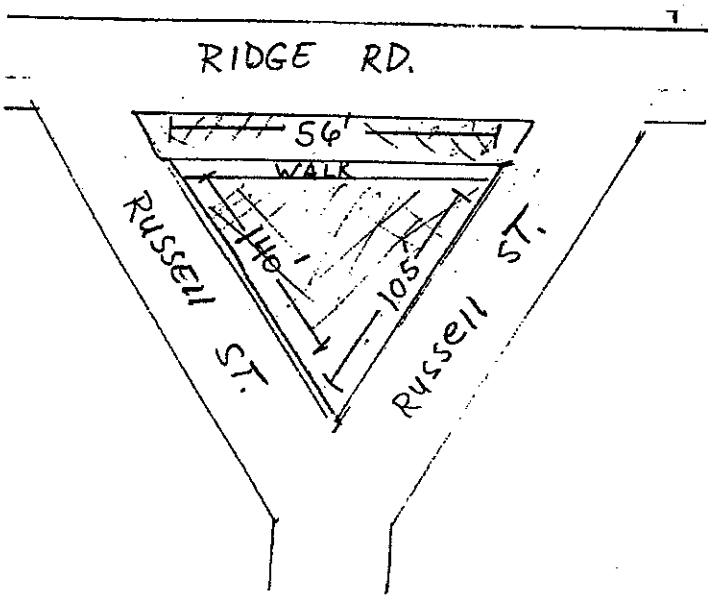


#20) SALAFIA ISLAND

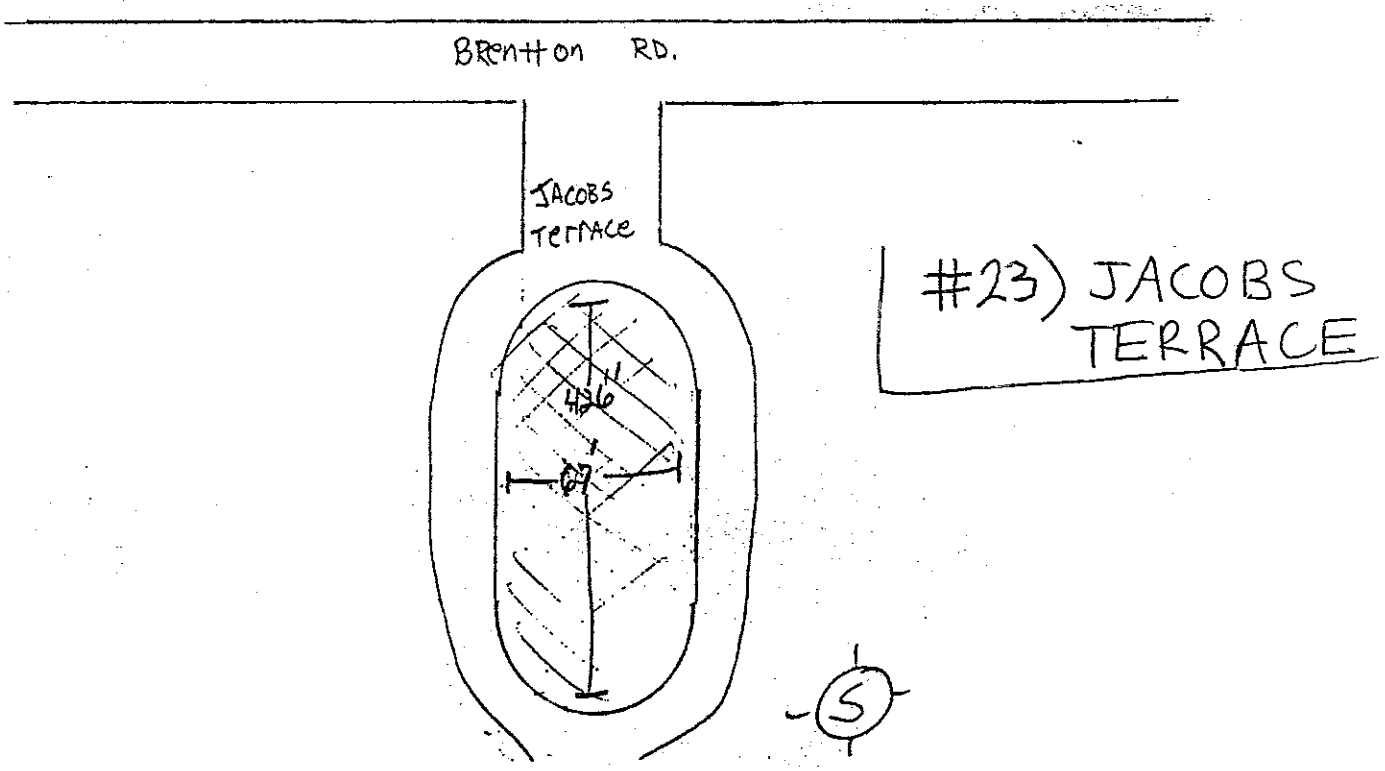




#21) RIDGE/EAST RIDGE ROAD ISLAND

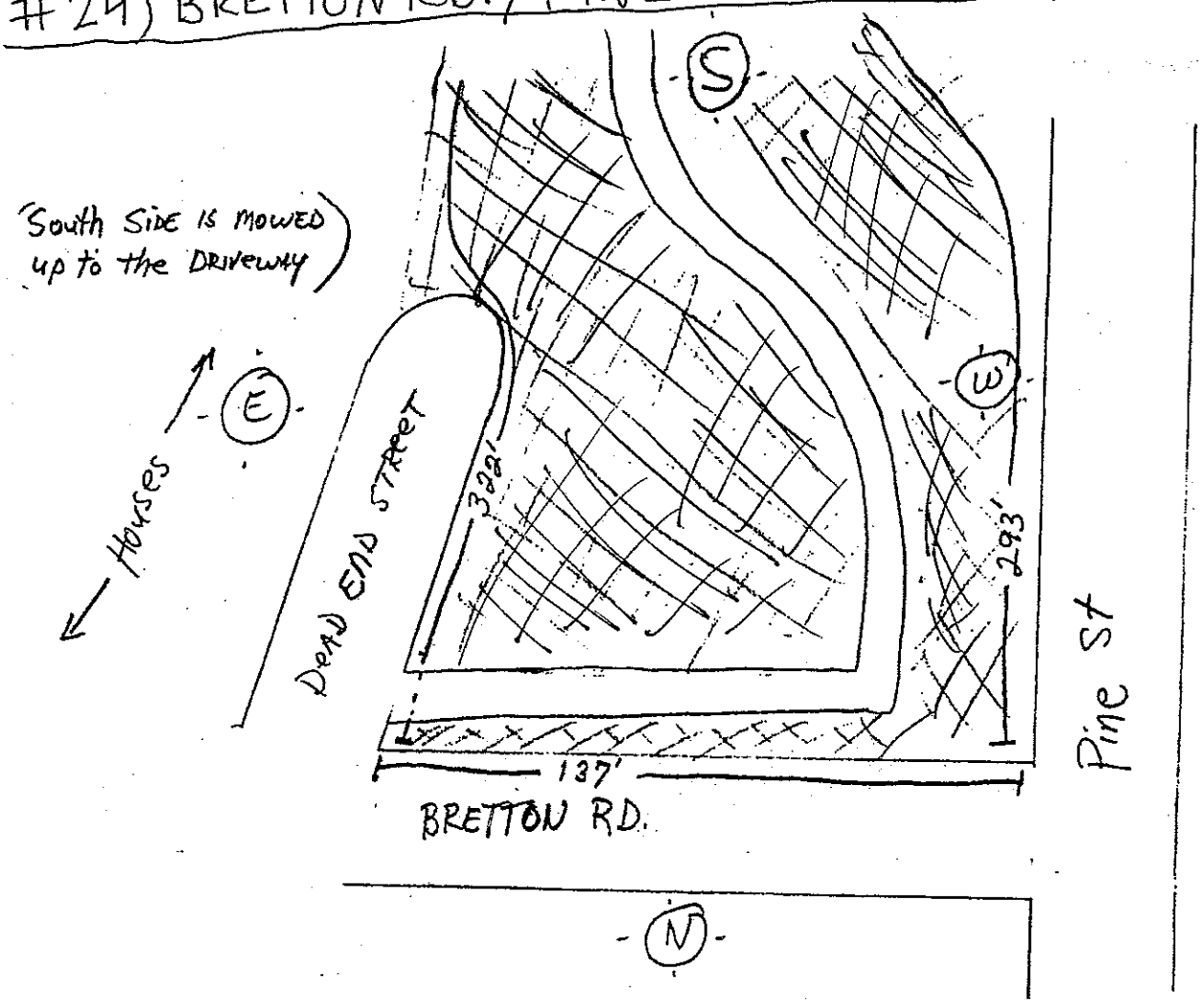


#22) RUSSELL ST. / RIDGE RD. ISLAND

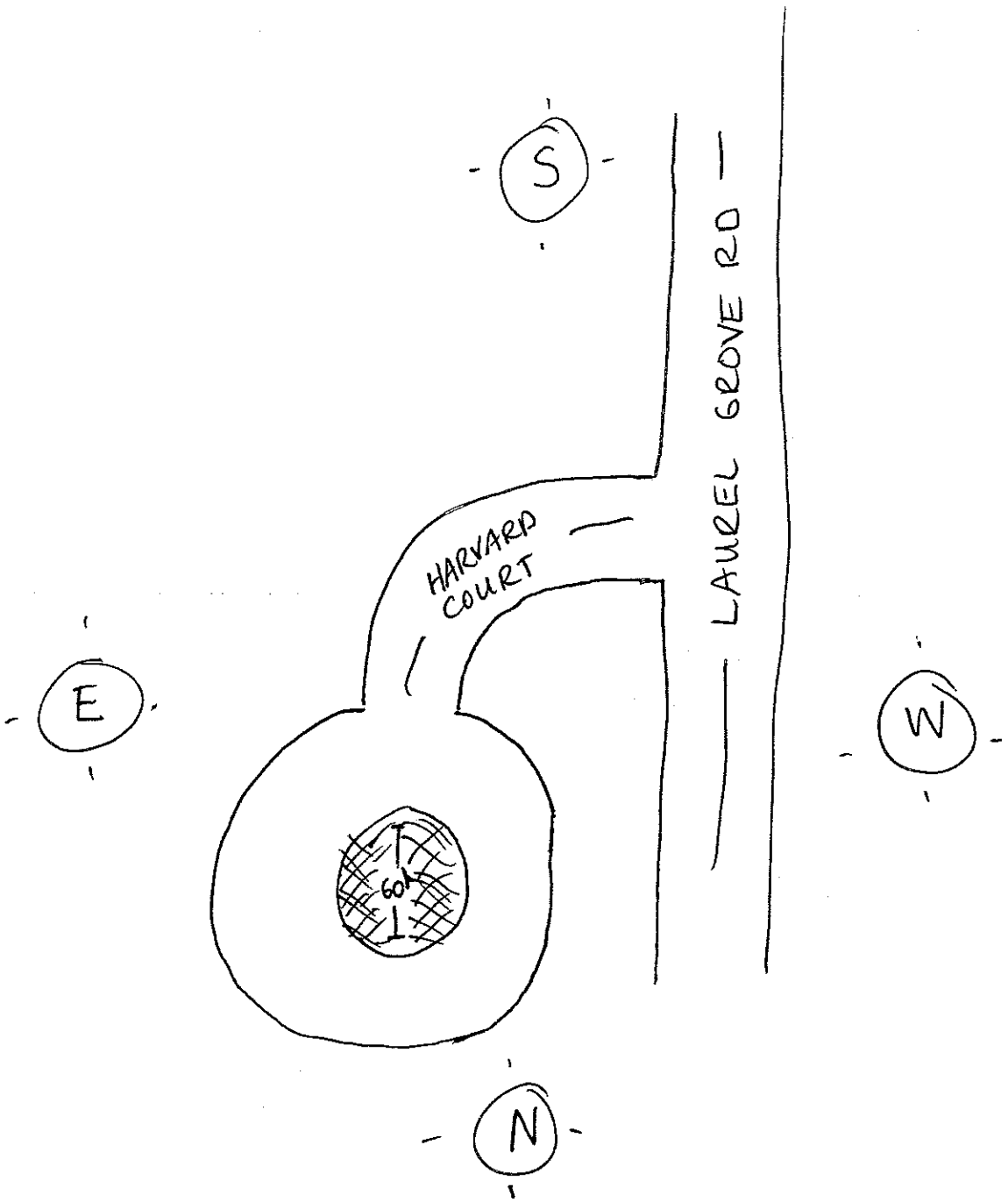


#23) JACOBS TERRACE

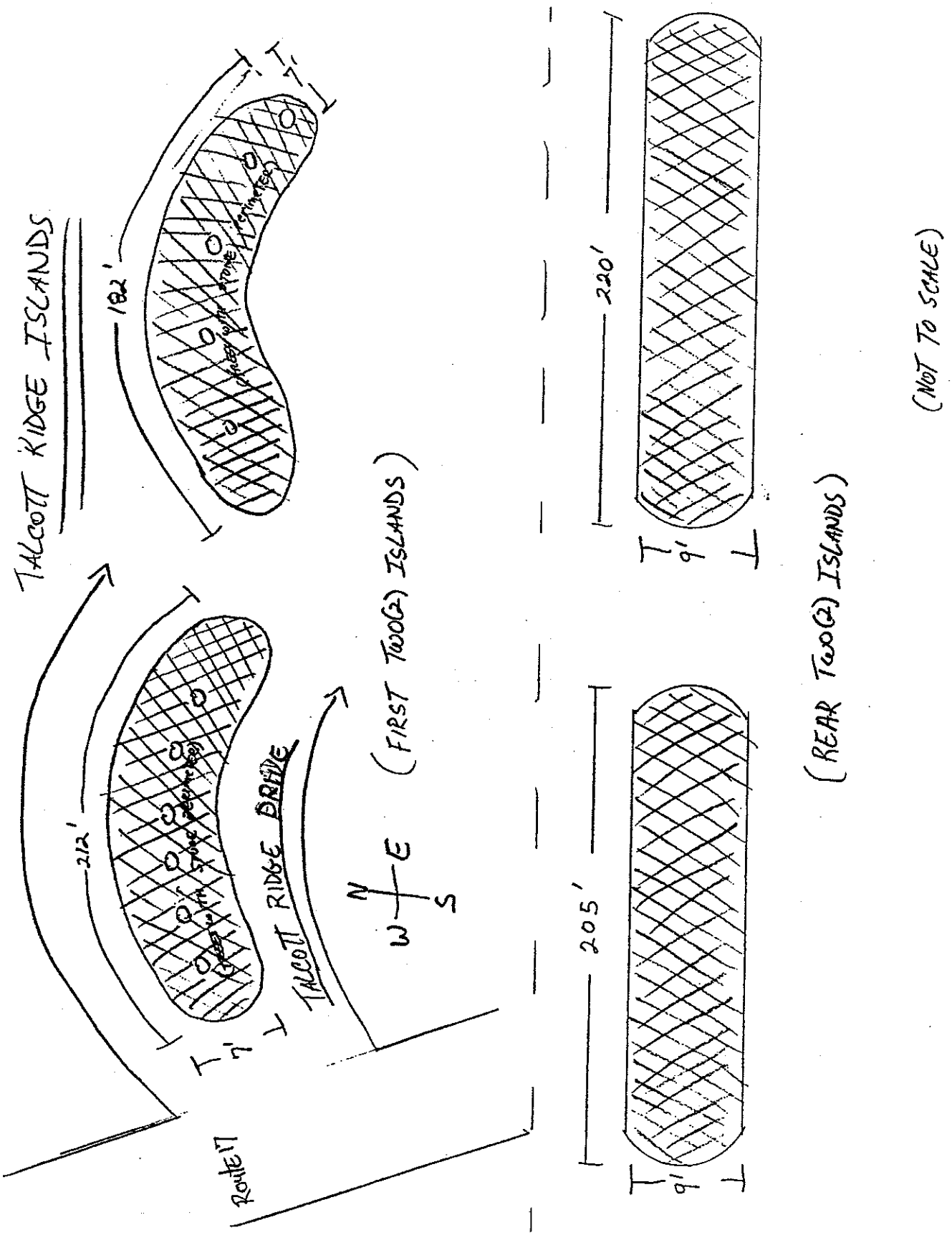
#24) BRETTON RD. / PINE ST. ISLAND



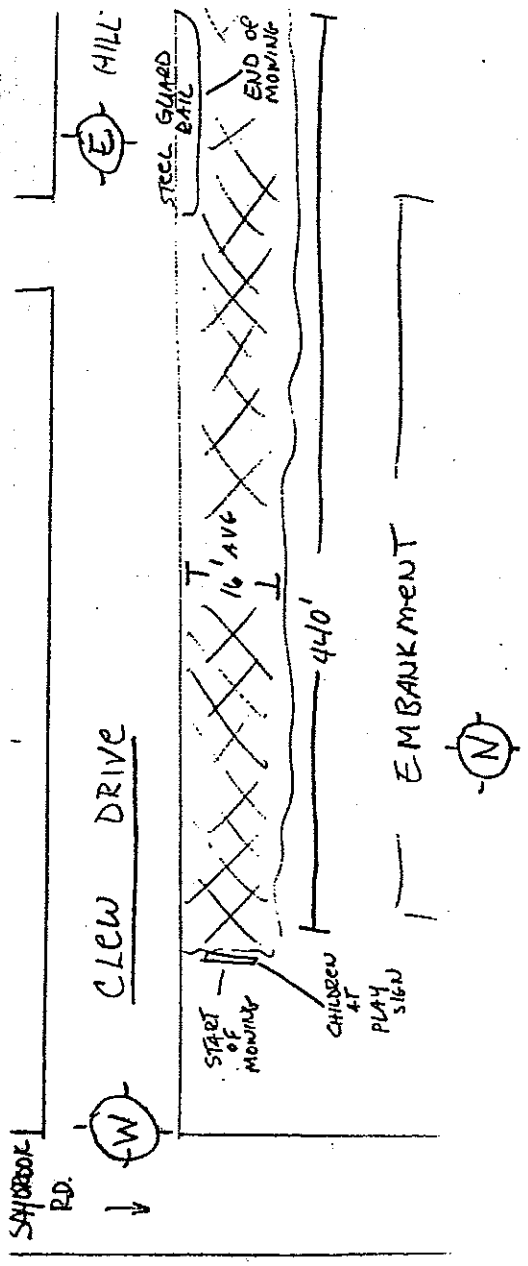
#25) HARVARD COURT



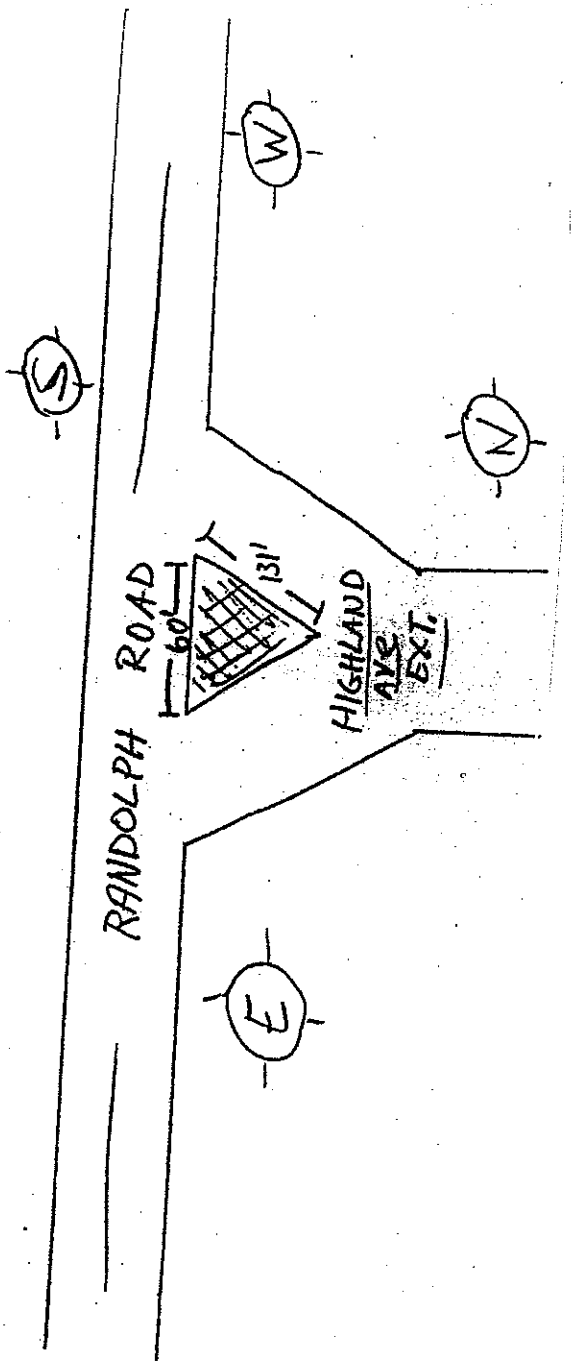
#26) TALCOTT RIDGE DR.



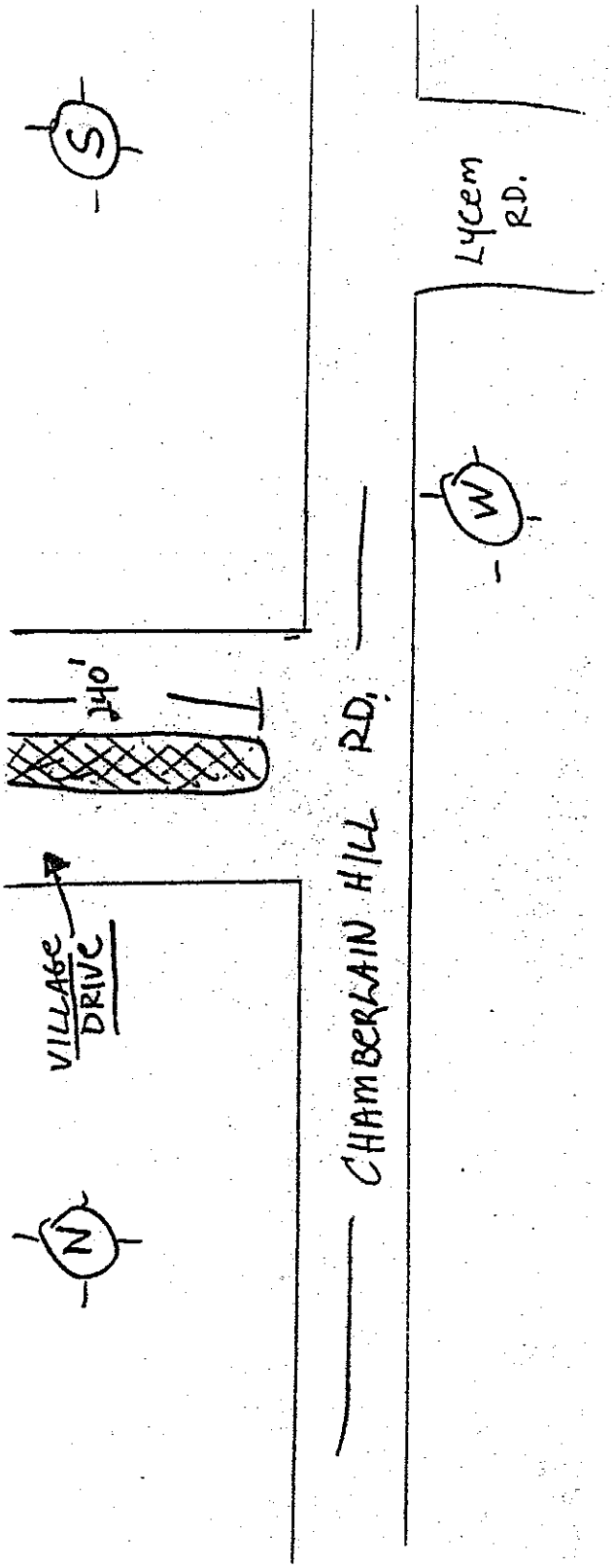
#27) CLEW DRIVE



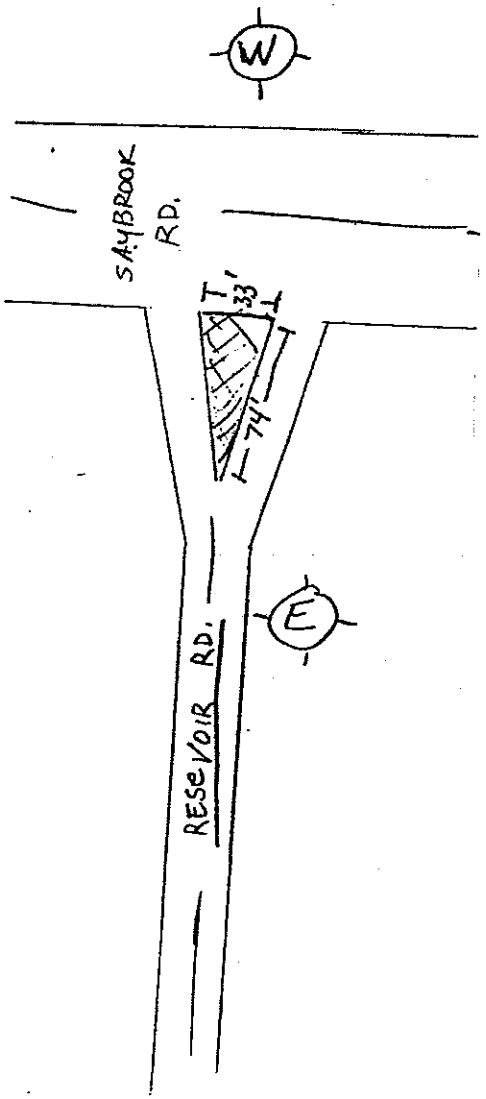
#28) RANDOLPH RD. / HIGHLAND AVE. EXT.



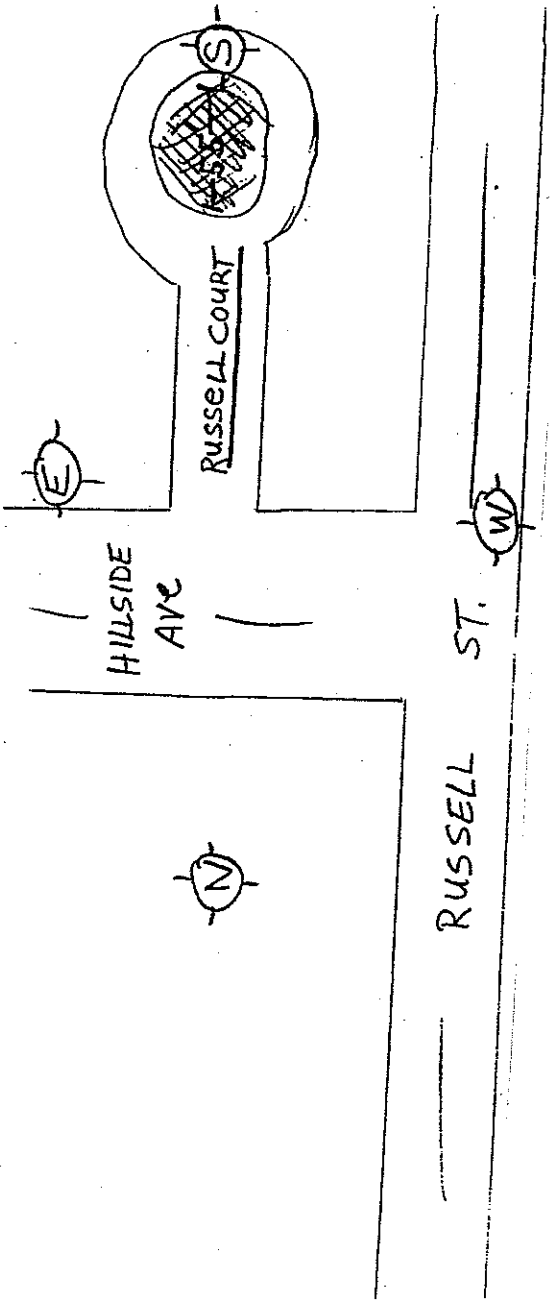
#29) VILLAGE DRIVE



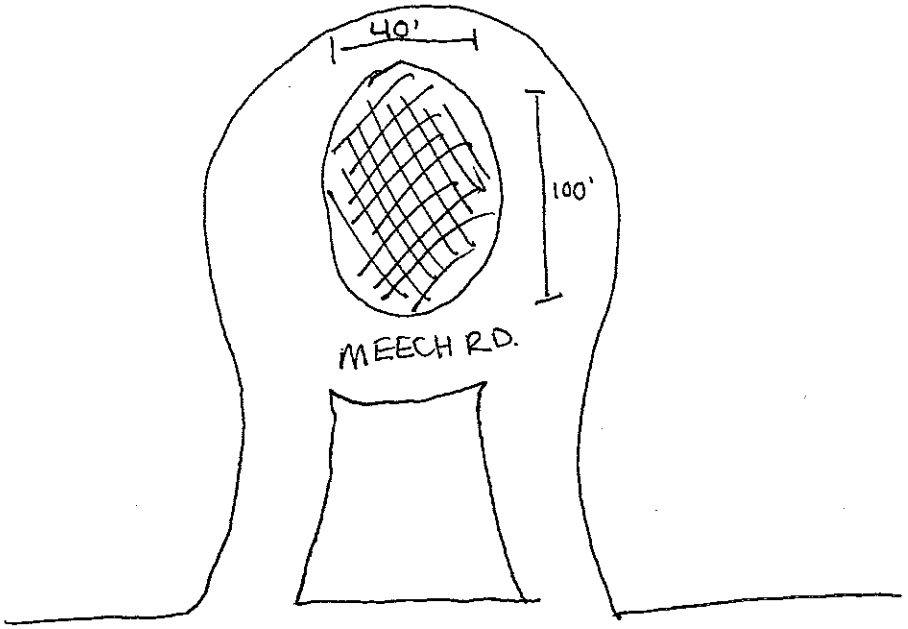
#30) RESEVOIR ROAD ISLAND



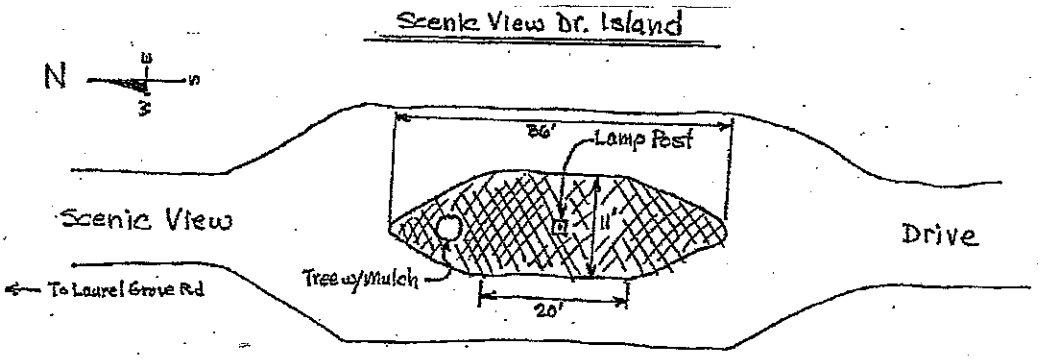
#31) RUSSELL COURT ISLAND

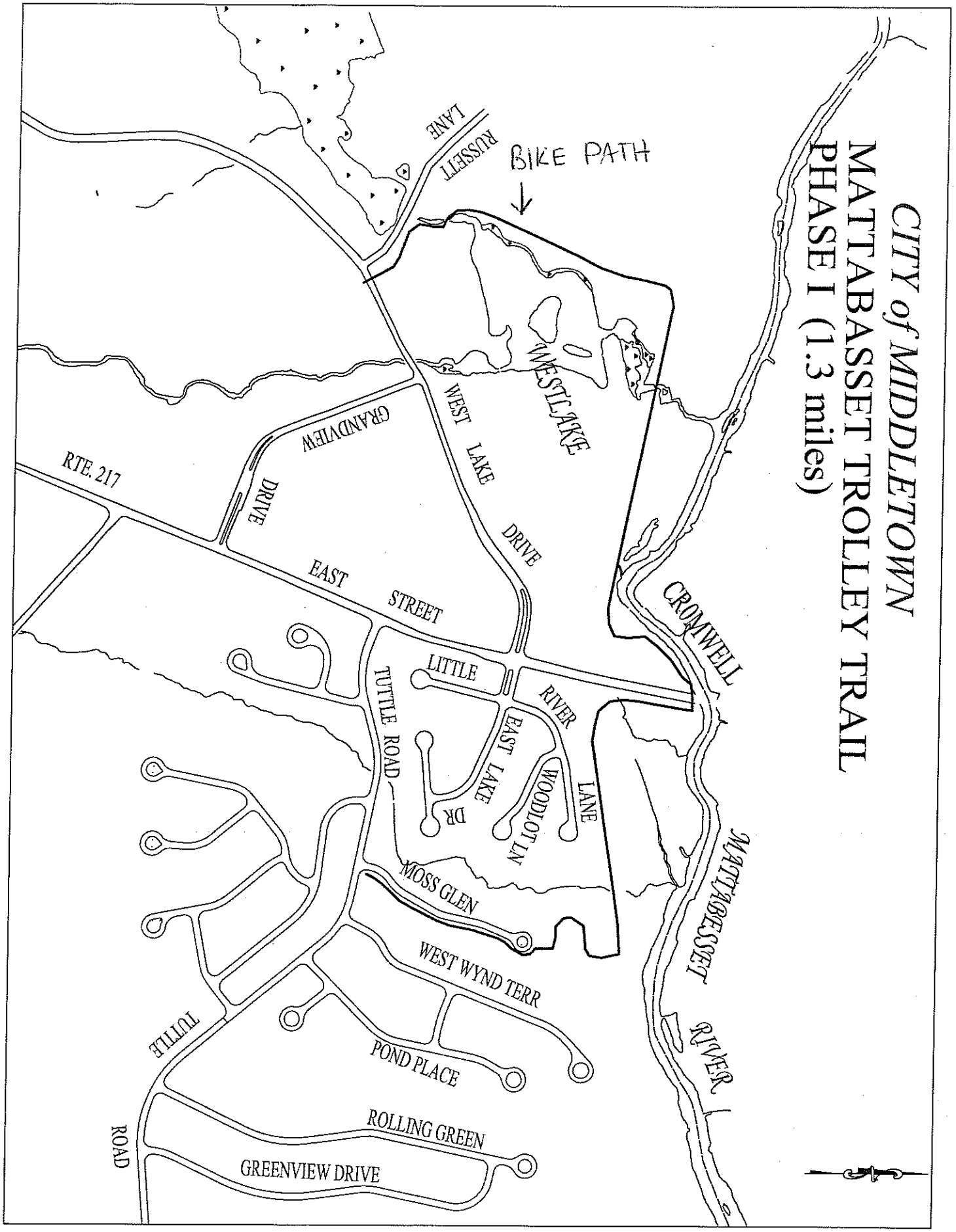


#32) MEECH ROAD ISLAND



#33) SCENIC VIEW DRIVE



#40) BIKE PATH AT WESTLAKE

*Items #34-39 NO DRAWING