

City of Portsmouth  
Portsmouth, New Hampshire  
Department of Public Works

**Annual Tree Work**

**INVITATION TO BID**

**Sealed** bid proposals, **plainly marked**, Annual Tree Work, Bid Proposal #13-06 **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **2:00pm, October 14, 2005** at which time all bids will be publicly opened and read aloud.

The work shall consist of tree removal and pruning, stump grinding and tree spraying. Insurance requirements must be met for the award to be made. Proof of insurance must be provided prior to any work commencing.

The total bid package may be obtained from the Finance/Purchasing Department on the third floor at the above address, by calling the Purchasing Clerk at 603-610-7227, or from our website: [www.cityofportsmouth.com](http://www.cityofportsmouth.com).

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

## INSTRUCTIONS TO BIDDERS

### **BIDDING REQUIREMENTS AND CONDITIONS**

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

2. Interpretation of Quantities in Bid Schedules

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

4. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

## 5. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price both in figures for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

## 6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

## 7. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

## 8. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

9. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

10. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.

11. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

## **BID EVALUATION**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- A. The bidder's ability, capacity, and skill to perform within the specified time limits
- B. The bidder's experience, reputation, efficiency, judgment, and integrity
- C. The quality, availability and adaptability of the supplies and materials sold
- D. The bidder's last performance
- E. Sufficiency of bidders financial resources to fulfill the contract
- F. The bidder's ability to provide future maintenance and/or services
- G. Other applicable factors as the City determines necessary of appropriate (such as compatibility with existing equipment.)

## **AWARD AND EXECUTION OF CONTRACT**

### 1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work to be charged to perform the work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

b) The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the City of Portsmouth will be promoted thereby.

### 2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

### 3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

### 4. Execution and Approval of Contract

The successful bidder is required to present all contract bonds, to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

**AWARD AND EXECUTION OF CONTRACT Continued**

5. Failure to Execute Contract

Failure to execute the contract and file acceptable insurance certificates within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

**BID SPECIFICATIONS**

1. During the course of a year the Portsmouth Public Works Department requires tree work services for the City of Portsmouth. The City of Portsmouth is requesting bids on the following tree work: 1) Tree removal & pruning 2) Stump grinding 3) Tree spraying.
2. The Contractor must have in their employment a New Hampshire Registered Arborist to consult with the City.
3. It is the intent of this proposal to establish a Contractor to perform required tree work services for a period of one year with a yearly option to extend the contract for a total period not to exceed three years.
4. Both the City of Portsmouth and the Contractor would agree on any extensions beyond the first year with no increase in costs.
5. Services shall be provided by the Contractor on an as-needed basis. By seeking bids from Contractors, the City of Portsmouth does not represent that it will utilize Contractors services any guaranteed number of times over the course of the year.
6. Upon Notice of Award, the Contractor must furnish the City of Portsmouth with a Certificate of Insurance, of types and amounts specified under Insurance Requirements which are attached to, and form a part of, these specifications.
7. The Contractor must comply with all local and State laws, rules and regulations.
8. The Contractor must be on call on a 24 hours 7 days a week bases for any emergency that may occur and response time to such emergencies must be immediate.
9. Most of the work involved with this position is of a scheduled nature and a reasonable response would be expected. The Highway Foreman in-charge of tree work would schedule with the contractor this work. Work not accomplished within a one week period of time once scheduled, excluding emergencies, would be considered an unreasonable response. The exception being an agreed upon date and time by both parties.
10. It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested.
11. All other trucks, equipment, tools, personnel and materials not listed on the bid proposal form shall be considered subsidiary to the contract. No additional charges allowed.
12. The City of Portsmouth has no disposal site available. The contract award will be contingent upon the successful bidder having a disposal site available for the duration of the contract. Disposal shall be considered subsidiary to the contract. No additional charges allowed.

**Insurance Requirements**

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:  
Bodily injury or Property Damage - \$1,000,000/\$2,000,000  
Per occurrence and general aggregate
- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$1,000,000/\$2,000,000  
Per occurrence and general aggregate

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.
- D) Property Insurance-Builders Risk: When the contract is for construction of or addition to building structures, the contractor shall provide Builders Risk Insurance (including perils of fire, extended coverage, and theft) on all work in place and/or materials stored at the site. This insurance shall provide coverage for the full cash value of all completed construction and/or materials stored.



**PROPOSAL FORM**

**Annual Tree Work**

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Portsmouth City Engineer. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item prices, to wit:

<b>BID PROPOSAL FORM</b>
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**All prices to be a Rate Per Hour:**

Bid Item	Description	Rate Per Hour
<b>1</b>	<b><u>LABOR</u></b>	
1A	Foreman	\$ _____
1B	Climber	\$ _____
1C	Spray Man	\$ _____
1D	Laborer	\$ _____
1E	Flagman	\$ _____
<b>2</b>	<b><u>TRUCKS &amp; EQUIPMENT</u></b>	
2A	Truck	\$ _____
2B	Chipper	\$ _____
2C	Power Sprayer & Truck	\$ _____
2D	Aerial Lift - 50=	\$ _____
2E	Aerial Lift - 70=	\$ _____
2F	Stump Chipper	\$ _____
2G	Log Loader	\$ _____
2H	Crane	\$ _____
		-

Total Bid of Items 1 through 2 complied by the Bidder using the estimated quantities listed above

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

**PROPOSAL FORM** (continued)

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.

\_\_\_\_\_ Date \_\_\_\_\_ Company

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

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

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

\_\_\_\_\_ Business Address

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

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

The Bidder has received and acknowledged Addenda No. \_\_\_\_\_ through \_\_\_\_\_. All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

***The City's Purchasing Department is trying to determine the most efficient means of advertising our bids. Please help us by taking a moment to answer the following questions. We appreciate your assistance. Please circle your answers.***

1. ***How did you learn of this bid?***
  - a. ***City's web-page***
  - b. ***Portsmouth Herald***
  - c. ***Word of mouth***
  - d. ***Other means of advertising i.e., Works In Progress, Construction Summary, etc.***
  - e. ***Bid Invitation through the mail.***
  
2. ***How did you obtain the actual bid document?***
  - a. ***City's web-page***
  - b. ***Through the mail***
  - c. ***By calling the Purchasing Clerk.***

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**This statement to be submitted if requested after bid opening.**

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? \_\_\_\_ (no) \_\_\_\_ (yes).  
If so, where and why?
10. Have you ever defaulted on a contract?  
\_\_\_\_ (no) \_\_\_\_ (yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?  
\_\_\_\_ (no) \_\_\_\_ (yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.

**STATEMENT OF BIDDERS QUALIFICATIONS** (continued)

15. List any subcontractors whom you would expect to use.

- a. \_\_\_\_\_
- b. \_\_\_\_\_

16. With what banks do you do business?

a. Do you grant the Owner permission to contact this/these institutions?  
\_\_\_\_(yes) \_\_\_\_ (no).

b. Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, must be attached and Certified Audited Statement are preferred. Internal statements may be attached only if independent statements were not prepared.

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

\_\_\_\_\_  
Name of Bidder

BY \_\_\_\_\_

TITLE \_\_\_\_\_

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

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

\_\_\_\_\_ being duly sworn, deposes and

says that the bidder is \_\_\_\_\_ of \_\_\_\_\_  
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission expires \_\_\_\_\_

**CONTRACT AGREEMENT**

**Annual Tree Work Services**

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_ in the year **2005**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and \_\_\_\_\_ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE I- Work** - The Contractor shall perform Tree Work Services for a period of one year. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of Tree Work Services.

The contractor understands and agrees that service shall be provided by the contractor on an as needed basis. By seeking bids from contractors, the City does not represent that it will utilize Contractors' services any guaranteed number of times over the course of the year.

The Contractor must have in their employment a New Hampshire Registered Arborist to consult with the City.

The Contractor must comply with all local and State laws, rules and regulations.

The Contractor must be on call on 24 hours 7 days a week bases for any emergency that may occur and response time to such emergencies must be immediate.

It shall be the responsibility of the Contractor to supply all necessary tools and equipment to perform the work as requested.

**ARTICLE II – HIGHWAY FOREMAN** - The Public Works Highway Foreman, or his/her authorized representative will act as contact in connection with completion of Tree Services in accordance with the Contract Documents.

**ARTICLE III - CONTRACT TIME** - The initial contract period will commence on the date that the contract has been fully executed.

**ARTICLE IV - CONTRACT PRICE** - Owner shall pay Contractor for performance of the work in accordance with the Bid Proposal.

**ARTICLE V - PAYMENT** – The Contractor shall invoice the Owner within 30 days of completion of the work performed or monthly.

**ARTICLE VI – RENEWAL PERIOD**-It is the intent of this proposal to establish a contractor for Tree Work Services for a period of one year with a yearly option to extend the contract for a total period not to exceed three years. Both the City of Portsmouth and the Contractor must agree on any extensions beyond the first year.

**CONTRACT AGREEMENT** (continued)

**ARTICLE VIII - CONTRACT DOCUMENTS** - The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Contractor's Bid Proposal Form
- 8.3 Notice of Award
- 8.4 Instruction to Bidders
- 8.5 Bid Specifications
- 8.6 Insurance Requirements

**ARTICLE IX - TERMINATION FOR DEFAULT** - Should the Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election.

**ARTICLE X - INDEMNIFICATION OF OWNER** - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's performance or non-performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

**ARTICLE XI - PERMITS** - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

**ARTICLE XII - INSURANCE** - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the contract.

**ARTICLE XIII - MISCELLANEOUS** -

13.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

13.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

**CONTRACT AGREEMENT** (continued)

13.3 The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

13.4 This Contract shall be governed by and construed in accordance with New Hampshire Law.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

**NAME OF BUSINESS**

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

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

ATTEST: \_\_\_\_\_

(SEAL)

**CITY OF PORTSMOUTH, N.H.**

BY: \_\_\_\_\_  
John P. Bohenko

TITLE: City Manager

ATTEST: \_\_\_\_\_

(SEAL)



**NOTICE OF INTENT TO AWARD**

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

Annual Tree Work Services
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In the City of Portsmouth, New Hampshire, you are hereby notified that the City intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Prior to starting work you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents. The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth  
Portsmouth, New Hampshire