

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2013-32	Tree Planting Riverfront Park & Addison Park	May 3, 2013 @ 11:00 a.m.

The Town of Glastonbury is currently seeking bids for tree planting at Riverfront Park and Addison Park. Bid Forms may be obtained from the Town's website at www.glastonbury-ct.gov or at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033, (second level).

A pre-bid site inspection will be held on **Tuesday, April 30, 2013 at 10:00 a.m.** Interested vendors should meet at the commuter parking lot, Main Street, Glastonbury, across from the Route 3 on-ramp near the East Hartford town line.

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of bid total cost based on all the selections made by the Town. Work may be awarded for individual or all trees. The intent is to award all trees to one vendor, although the Town does reserve the right to parcel out portions of the award if it is deemed in its best interest to do so.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. **The envelope enclosing your bid should be clearly marked by bid number, time of bid opening and date.**
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. **If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.**
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions **at the job site** which would affect their work **before submitting a bid**. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid **without extra cost** to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. **THIS ITEM WAIVED:** **Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid.** The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.

11. **THIS ITEM WAIVED:** A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.
16. **Non Resident Contractors (IF APPLICABLE)**

The Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all nonresident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Nonresident Contractors SN 2005(12). If the above bond is not provided the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS.

Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.

17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
19. **It is the responsibility of the bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.**
20. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bids responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

IMPORTANT: Failure to comply with general rules may result in disqualification of the bidder.

An optional pre-bid conference and site visit will be held on **Tuesday, April 30, 2013 at 10:00 a.m.** Interested bidders should plan to attend and be prepared to travel from site to site using their own transportation to view and inspect each area. The pre-bid conference will begin at 10:00 a.m. at the Riverfront Park parking lot on Welles Street, Glastonbury.

01.00

01.01 Wherever in this contract the word “Engineer” is used, it shall be understood as referring to the Director of Parks and Recreation of the Town of Glastonbury acting personally or through any assistants duly authorized.

01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

01.03 The wording “furnish”, “install”, “construct”, “furnish and install”, or any similar terms, unless specifically noted to the contrary, shall include all labor, materials, water, tools, equipment, light, power, transportation, and any other services required for the completion of the work.

01.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

02.00 SUPERINTENDENT

02.01 The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

03.00 PRECONSTRUCTION MEETING

03.01 A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. The Engineer shall arrange the meeting based on a mutually convenient time.

04.00 PERMITS

04.01 All permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor. The local building permit fees will be waived.

05.00 PROPERTY ACCESS

05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.

05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

05.03 The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

06.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract. Work zone safety and traffic controls will be in place when working on the site.

06.02 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

06.03 The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.

07.00 EXISTING IMPROVEMENTS

07.01 The Contractor shall conduct his work so as to minimize damage to existing improvements designated to remain. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property. This shall include:

- a. Property within and adjacent to the work area such as irrigation, shrubs, walks, stone dust paths, driveways, fences, etc.
- b. Utility mains, ducts, poles, and services. The Contractor is hereby notified that utilities, if/where shown on the plans, are at approximate locations. These locations are subject to possible errors in the source of information and errors in transcription. The Contractor shall make certain of the exact location of all mains, ducts, poles, and services prior to excavation.

08.00 SEPARATE CONTRACTS

08.01 The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

09.00 INSPECTION OF WORK

09.01 The Town shall provide sufficient personnel for the inspection of the work.

- 09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.
- 09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.
- 09.04 Re-inspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.
- 10.00 RIGHT TO INCREASE OR DECREASE WORK**
- 10.01 The Town shall have the right to increase or decrease the amount of work herein specified as may be required.
- 11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS**
- 11.01 Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the streets in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.
- 12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS**
- 12.01 Any faithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.
- 13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY**
- 13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.

13.02 If, within five days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

13.03 Additional costs incurred over and above the original Contract shall be borne by the Performance Bond.

14.00 DEDUCTIONS FOR UNCORRECTED WORK

14.01 If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.

14.02 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.

14.03 If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

15.00 CLEANING UP

15.01 The Contractor must remove all debris of every description as the work progresses and leave the surroundings in a neat and orderly condition to the satisfaction of the Engineer.

15.02 Upon completion, and before acceptance and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition.

16.00 ROYALTIES AND PATENTS

16.01 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Glastonbury harmless from loss on account thereof, except that the Town of Glastonbury shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Town of Glastonbury.

17.00 ERRORS OR CONFLICT IN DRAWINGS AND SPECIFICATIONS

17.01 The Contractor shall immediately notify the Owner/Engineer should he find any errors or conflicts in the contract documents. The Owner/Engineer shall render his interpretation or instruction in writing on the items as soon as possible.

17.02 Any work undertaken by the Contractor containing possible errors or conflicts will be done at his own risk unless he has received prior written approval from the Owner/Engineer.

17.03 The Contractor shall be responsible for estimating and supplying all quantities except where not requested (at Addison Park the trees are being provided by the Town); and where clarification or additional information is required, a request in writing to the Owner/Engineer shall be made. No extra charge or compensation will be allowed the Contractor unless there is a change in scope or dimension of the project resulting in need for extra material, equipment and/or labor. Said differences are to be handled under Article 18.

18.00 EXTRA WORK AND EXTRA COST

18.01 The Owner, without invalidating the contract documents, may order extra work or make changes by altering, adding to or deducting from the work, the contract price being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim of extension of time caused thereby shall be adjusted at the time of ordering the change.

18.02 No extra work or change shall be performed unless in pursuance of a written order from the Owner/Engineer, with the agreed price prior to the commencement of the work, and no claim for an addition to the contract price shall be valid unless so ordered.

18.03 The value of any such work or change shall be determined, in one or more of the following ways:

- A) By estimate and acceptance on a lump sum.
- B) By unit prices named in the contract or subsequently agreed upon.
- C) By cost and percentage or by cost and a final fee.

19.00 SUBSTITUTIONS

19.01 The Contractor shall use materials as specified unless material list is of an open nature. Material other than specified will be permitted only after written application, including four (4) copies of specifications, is made by the Contractor and written approval received from the Engineer or Owner.

The material installed in the job site shall be new and of the quality specified.

The manufacturer's recommendation shall be followed for the installation of all equipment.

20.00 PRODUCT SUBMITTALS

20.01 Prior to ordering materials, the Contractor shall submit manufacturer's product data and installation instructions as specified on the Detailed Specifications. Three (3) copies of the submittals shall be forwarded to the Engineer for review and approval.

20.02 Submittals shall indicate specification Section for each product. Submittals not containing all the required information shall be returned to the Contractor for resubmittal.

21.00 OWNER'S ACCEPTANCE

21.01 Within seven (7) days of the Contractor's notification that the installation is substantially complete, the Owner's authorized representative shall inspect the installation. Upon completion of the inspection, the Owner or the Owner's authorized representative may either accept the work outright or prepare a "Punch List" that upon completion by the Contractor and acceptance by the Owner will signify final acceptance provided that all other applicable terms and provisions of the Contract have been completed to the Owner's satisfaction.

22.00 OWNER'S RESPONSIBILITY FOR MAINTENANCE

22.01 It will be the Owner's responsibility to maintain the plants after the conclusion of the warranty period.

23.00 SERVICE BY THE CONTRACTOR

23.01 The Contractor shall service the installation as specified during the warranty period.

24.00 WARRANTY

24.01 The warranty extends for a period of one (1) year from the date of acceptance as specified in the Detailed Specifications.

01.00 NOTICE TO CONTRACTOR

01.01 Intent of Contract: The intent of the Contract is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal and Contract. The Contractor shall perform all work in close conformity with the plans or as modified by written orders, including the furnishing of all materials, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project.

The scope of the work shall include all labor, materials and equipment needed to furnish and install twenty-four (24) Platanus acerifolia "Bloodgood" London Planetrees 2-2.5" caliper or 2.5-3" caliper (B&B) and 3"+ caliper and two (2) Pyrus calleryana 'Cleveland Select' Flowering Pear Trees 2-2.5" or 2.5-3" caliper (B&B).

01.02 Project Location: Riverfront Park, 300 Welles Street, Glastonbury, CT 06033, for the London Planetrees and Addison Park, 401 Addison Road, Glastonbury, CT 06033, for the Pear Trees.

Additionally, the scope includes all labor, materials and equipment to install four (4) Pyrus Calleryana trees from the Town's nursery on Main Street (rear of 2195 Main Street). These trees are 3" B&B trees which have already been dug. They need to be picked up at the Town's nursery and delivered to Addison Park and be planted by the contractor.

At the Riverfront Park, the 24 London Planes are replacing trees that are in place now. The Town will cut the existing trees, leaving a stub 2-3' high. The contractor is responsible for removing the stub, stump and existing roots, preparing the hole for re-planting and planting the London Plane trees, supplied by the contractor. The stumps may be disposed at the Town's Bulky Waste Facility, provided the contractor pre-arranges drop off with the Town, supplies the truck registration and conforms to the rules and hours of the facility. (see Appendix item A). Also see item #6 (Disposal Area) and note that any remnants of wire baskets in the stumps will need to be removed. At Addison Park, the contractor does not need to remove any stumps.

02.00 COMMUNICATIONS

02.01 All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

02.02 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

02.03 All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Director of Parks and Recreation, 2155 Main Street, Glastonbury, CT 06033, and any notice to, or demand upon, the Town shall be delivered at the above address in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to

such office or to such other representatives of the Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose.

02.04 Any such notice shall be deemed to have been given as of the time of actual delivery or, in case of mailing, when the same should have been received in due course of post or, in the case of telegrams, at the time of actual receipt, as the case may be.

03.00 INSURANCE

03.01 The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the project or work, the following insurance covering the Contractor and all of its agents, employees and subcontractors, and other providers of services, and shall name the Town of Glastonbury, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Contractor's Commercial General Liability and Automobile Liability policies. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Glastonbury.

a. Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

b. Commercial General Liability:

- Including Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence: \$1,000,000
Aggregate: \$2,000,000
(The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided.

c. Automobile Insurance:

- Including all owned, hired, borrowed, and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage
Per Accident: \$1,000,000

d. Umbrella Liability Coverage, including Asbestos / Pollution Liability

- Limit of Liability of \$1,000,000

03.02 The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town of Glastonbury before any work is performed. The Contractor shall be responsible to notify the Town 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage, including the Additional Insured and Waiver of Subrogation.

03.03 To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineers, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission by the Bidder, any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

04.00 WORK BY OTHERS

04.01 Private utilities, contractors, developers or other parties may be expected to be working within the Contract area during this Contract. It shall be the responsibility of the Contractor to coordinate his work with the work being done by others in order that the construction shall proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

05.00 CONTRACTOR'S WORK AND STORAGE AREA

05.01 The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at not cost to the Town.

06.00 DISPOSAL AREA

06.01 The Tryon Street Bulky Waste Facility will be available to the Contractor, at no charge, for disposal of materials that are accepted at that facility. No materials containing lead-based paint of any level shall be dumped at the Tryon Street facility. The Contractor is required to obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

07.00 DUST CONTROL

07.01 During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed, without additional compensation.

8.00 PROTECTION OF EXISTING UTILITIES

8.01 Before starting any excavation, the Contractor shall submit to the Engineer plans or details showing the proposed method the Contractor will use to support and protect all existing utilities during construction. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the proper conduct of the work.

8.02 There will be no extra payment for submitting plans or details for supporting and protecting all existing utilities during construction.

9.00 TIME FOR COMPLETION/NOTICE TO PROCEED

9.01 Within ten (10) calendar days after the date of the Notice of Award, the Contractor must provide the appropriate insurance certificates to the Town Purchasing Agent and shall be issued a Notice to Proceed and a Purchase Order prior to initiating any work on the project.

9.02 Work shall commence within twenty-one (21) days of the date of the Notice to Proceed / Purchase Order.

9.03 After the work has begun, it will continue in an orderly fashion and shall be fully completed within thirty (30) consecutive calendar days from the date of commencement, but **not later than June 5, 2013**. The Engineer reserves the right to extend the contract an additional thirty (30) days by mutual written agreement.

9.04 Because the park shall remain open during the installation period, the Contractor shall make every reasonable effort to complete the installation as expeditiously as possible.

10.00 MEASUREMENT AND PAYMENT

10.01 All direct, indirect, or incidental costs of work and/or services required by these specifications shall be included in the Lump Sum price.

10.02 Progress payments will be made, based on the approved Schedule of Values, for work that has progressed in accordance with the contract documents, subject to a deduction of five percent (5%) of the amount of the application for payment to be retained by the Owner until completion of the entire contract in an acceptable manner.

Substantial completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use.

11.00 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

This award of bid is subject to the conformance of the Contractor to all Federal, State, and Local laws, statutes, regulations, ordinances or other requirements that are applicable to the type of work contained in these specifications.

12.00 PLANS

Please refer to Site Planting Plan, Sheet L 5.2, Glastonbury Riverfront Park – Phase One Improvements, Scale 1" = 40' 0", Rev. October 22, 2004. (Appendix B)

and

Addison Park Site Plan (Appendix C)

and

Tree Planting Detailed Spec. (Appendix D)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The General Construction Specifications and Special Conditions.

1.2 SECTION INCLUDES

- A. Providing and installing all plant materials as shown on the Drawings and as specified herein including but not limited to:
 - 1. Source inspection and coordination with Town's Representative or the Town's designee.
 - 2. Plant pit excavation; preparation and installation of plant pit backfill mixture.
 - 3. Planting all trees including finishing operations.
 - 4. Protection, maintenance and replacement of plants and related items.

1.3 RELATED SECTIONS

This section not used.

1.4 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

This section not used.

1.5 QUALITY ASSURANCE

- A. Comply with laws requiring inspections for plant disease and insect control.
- B. Plant material quality, size, and root ball or container shall conform with the current edition of the "American Standard for Nursery Stock" by the American Association of Nurserymen, Inc. (ANSI Z60.1).
- C. All plants shall meet or exceed the specifications of Federal, State and County laws requiring inspection for plant disease and insect control.
- D. All plants shall be certified true to name by the nursery source. Tag one plant of each species with the name and size of the plant in accordance with the standards of practice of the American Association of Nurserymen. Botanical names shall take precedence over common names.
- E. Qualifications of Installers: Provide at least one person who shall be present at all times during prosecution of this portion of the work, who shall be thoroughly familiar with the materials being installed, and who will direct all work performed under this Section.
- F. Installer's Qualifications: Engaged firm must be able to provide evidence to indicate 5 years of experience in the installation of work specified herein.

1.6 NURSERY COORDINATION

- A. Each specific plant type shall be provided from a single nursery source unless otherwise approved.
- B. All plants are subject to inspection and selection for overall form, vigor and condition by the Town’s Representative or Town’s designee at the nursery source or place of growth. Do not dig plant material until inspected and sealed by the Town’s Representative or Town’s designee. Contractor must provide all transportation and shall accompany the Town’s Representative or Town’s designee for all source inspections, unless approved otherwise.
- C. Coordinate with approved nurseries and the Town’s Representative or Town’s designee to schedule the Town’s Representative’s or Town’s designee’s nursery visits, to secure approved plants, and to confirm digging and shipping dates in conformance with the approved planting schedule. Arrange nursery visits as far in advance of the scheduled installation as possible, which will generally occur during the September or October preceding the installation, unless approved otherwise.
- D. Plants designated as “balled and burlapped” shall be field-grown, and shall not be dug until inspected, approved and sealed by the Town’s Representative unless approved otherwise.
- E. All plant material is also subject to reinspection and approval by the Town’s Representative upon delivery to the Project site. All plants shall arrive at the site with the Town’s Representative’s permanent seals intact. Immediately remove any plant rejected by the Town’s Representative from the Project site, and replace with an acceptable plant.
- F. All plant material must be accompanied by nursery inspection certificates required by State or Federal Regulations.
- G. Provide well-branched and well-formed, sound, vigorous, healthy planting stock free from disease, sun-scale, windburn, abrasion and harmful insects or insect eggs and having healthy, normal and unbroken root balls.
 - 1. Provide symmetrically developed deciduous trees and shrubs of uniform habit of growth, with straight boles or stems and free from objectionable disfigurements. Root system shall be free of weeds, intact, and the ball shall be fully rooted, nursery grown and root pruned.
 - 2. Provide evergreen trees and shrubs with well-developed symmetrical tops with typical spread of branches for each particular species or variety. Root system shall be free of weeds, intact, and the ball shall be fully rooted, nursery grown and root pruned.

1.7 SUBMITTALS

- A. Submit a list of all proposed nursery sources for approval, confirming the availability of plant varieties, sizes and other conditions as indicated on the plant list. This nursery source list shall be submitted prior to the Nursery Visit Schedule.

- B. Submit materials certificates and product data including MSDS for the following items, clearly marked, to indicate proposed materials. Printed data shall state application rates and amounts of product to be added, if applicable.
 - 1. Fertilizers
 - 2. Sulfur
 - 3. Chelated Iron
 - 4. Bark Mulch
 - 5. M-Roots Organic Soil Amendment
- C. Submit Nursery Visit Schedule: coordinate with the Town's Representative and the proposed nurseries to arrange the specified nursery visits.
- D. Submit Planting Schedule: Submit the projected planting schedule including nursery visits, digging, delivery, storage and installation dates, to the Town's Representative or Town's designee for review and approval.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver all items to the job site in their original containers with all labels intact and legible. Provide protective covering of plant materials during delivery. Root balls shall not be cracked or broken. Notify Town's Representative of delivery schedule at least two (2) days in advance, to arrange for the inspections upon arrival at job site. Remove unacceptable plant material immediately from job site. **Do not prune plants prior to delivery.**
- B. Use all means necessary to protect plant materials before, during, and after installation and to protect the work and materials of all other trades.
- C. Prepare for planting prior to the delivery of the plants, and install immediately upon arrival. If planting is delayed more than six hours after delivery, store plants in the shade, protect from weather and mechanical damage, and keep roots moist.
- D. Replace any plants which become damaged.
- E. Handle plants by root balls or containers only.
- F. Deliver fertilizer in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trade name, and conformance to state law.
- G. During delivery, site storage and handling:
 - 1. Protect root balls to prevent damage. Plants with damaged root balls are automatically rejected,
 - 2. Tie in and cover all exposed branches to prevent damage or desiccation of leaves.

1.9 PLANTING SEASON

- A. Progress with planting only under favorable weather conditions, and when ground is not frozen or excessively moist. Time of planting shall be as specified in Article 3.1-A, except as noted below:

1. Conform to the digging season requirements of specific plants.

1.10 PROJECT CONDITIONS

- A. Examine the areas and conditions under which Work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected. Coordinate Work with other related site work that is not included in this Section. Maintain proper sequencing of operations.
- B. Commencement of Work will constitute the Contractor's acceptance of the suitability of all site conditions and planting Work, and Contractor's acceptance of the requirements of this Section, including replacement of unacceptable plants during the Plant Establishment Period.
- C. Verify and determine locations of underground utilities in the area of proposed landscape development. Exercise care when digging in these areas. The Contractor is responsible for any damage and shall replace or repair any damage at the Contractor's expense. Adjust plant locations as directed by the Town's Representative.
- D. Notify the Town's Representative at least 2 days prior to commencing any planting operations.
- E. If conditions detrimental to plant growth are encountered, such as high ground water table, droughty soils, or other adverse drainage or soil conditions; or obstructions such as rock or underground construction work or rubble fill; notify the Town's Representative before proceeding. Adjust plant locations as directed by the Town's Representative.
- F. Proceed with and complete the landscape work as rapidly as portions of the site become available, working within the seasonal limitations for each kind of landscape work required.
- G. Upon Completion of Planting: remove from the site all excess soil, mulch, materials, and debris resulting from work operations of this Section. Restore to original conditions all damaged pavements, structures and lawn areas resulting from landscaping operations. Broom clean all walks and pavements. Dispose of all debris off-site in a satisfactory legal manner.
- H. Maintain the site area in a neat and clean condition at all times.
- I. Furnish and apply water for plant establishment and maintenance, irrespective of whether or not an irrigation system is installed or operable.
- J. Plant Locations on the Drawings are approximate and are to be used only as a guide. Contractor shall provide all field engineering services to accurately stake out locations for all plants and outlines of plant beds. Do not begin excavation until Town's Representative has approved specific layout. Relocate the planting, without extra compensation if directed prior to final installation.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Preventatives and Controls: Prior to application of the preventatives and controls specified, confirm that each of the materials is permitted in the State of Connecticut.
- B. Pesticides shall be applied by Connecticut Certified Commercial Applicators.
- C. Notice shall be given a minimum of 2 days prior to pesticide application to the Owner's Representative.
- D. All pesticide treatments must conform to CT State Law, Glastonbury Town Ordinances, and Parks and Recreation Department.

1.12 PLANTING ESTABLISHMENT AND MAINTENANCE

- A. Perform all cultural care and maintenance as specified in this Section and as necessary to establish plantings.
- B. Begin planting establishment and maintenance work immediately following plant installation, and continue until the satisfactory completion of the planting warranty.

1.13 WARRANTY

- A. The Contractor warrants to the Owner and Town's Representative that all plants installed under this Section will remain alive and be in a healthy, vigorous condition for the duration of the period. Warranty period will commence upon the completion and acceptance of all planting work by the Owner.
- B. Warranty period: one year (365 days).
- C. The Warrantor will replace any dead plant or any plant which is unhealthy, unsightly, or which for any cause no longer meets the Specifications, as directed by the Town's Representative. Replacements will be made immediately as seasonal conditions permit. Replacements will be of the same variety and size specified in the plant list, with a new warranty commencing on the date of replacement.
- D. The Warrantor will replace or reconstruct any damage caused to surrounding Work or to other improvements, by the plant replacement operations. Any such restoration Work shall conform to the applicable requirements of the Contract Documents.
- E. Acceptance to Begin the Warranty: Acceptance to begin the Warranty consists of a preliminary inspection to determine corrective measures and a final inspection to determine whether the corrective measures have been accomplished.
 - 1. Preliminary Inspection:
 - a. Prior to granting acceptance to begin the Warranty, a preliminary inspection will be made by the Owner's Representative to determine that all plant material and all other required and related Work is in place and that it has been installed in accordance to the Contract Documents.

1.14 COMPLETION OF WARRANTY

- A. Submit Written Notice: requesting inspection by the Town’s Representative at least 10 days prior to the end of the warranty period.
- B. All plants that meet the warranty requirements when inspected, will be accepted.
- C. Should inspected Work not comply with the requirements of this Section, replace rejected Work and continue maintenance until reinspected and accepted; unless if in the opinion of the Town’s Representative, it is preferable to extend the plant warranty period for another full growing season. The Town’s Representative will make another inspection at the end of the extended plant warranty period, if any, to determine acceptance or rejection. Remove rejected material promptly from the site.
- D. Final Acceptance to End The Warranty: Final Acceptance to End the Warranty consists of a preliminary inspection to determine corrective measures and a final inspection to determine that the corrective measures have been accomplished.
 - 1. Preliminary Inspection: At the conclusion of the warranty period, a preliminary inspection will be made by the Owner’s Representative. Written notice requesting the inspection must be submitted at least 10 days prior to the anticipated date.
 - a. The purpose of the inspection will be preparatory to final acceptance of the contract work, including maintenance and plant replacements.
 - b. Prior to inspection, all plants shall be fertilized with the topdressing fertilizer at 10 lb/sf providing that it is the appropriate time for fertilization as determined by the Owner; otherwise, the timing of the application will be adjusted in accordance with the Owner’s directive.
 - c. After the inspection, the Contractor will be notified in writing of the plants requiring replacement and any deficiencies in the maintenance.
 - 2. Final Inspection:
 - a. A final inspection of all plants will be held after the replacement planting has been completed and any maintenance deficiencies are corrected. Written notice requesting the inspection must be submitted at least 10 days prior to the anticipated date.
 - (1) Replacements shall be the same material, the same size, or larger, planted in the same manner as the original. Substitutions can only be made with the acceptance of the Owner’s Representative.
 - (2) These replacements will be subject to a one year warranty from the date of acceptance to the end of the warranty but will be subject to only one additional replacement. Maintenance of replacements will be by the Owner, after final acceptance.
 - b. The maintenance and warranty periods will end and Final Acceptance to End of the Warranty will be granted provided the Contractor has complied with the following requirements:

- (1) Dead, missing and defective plant material have all been replaced as directed by the Owner's Representative.
- (2) Plant beds and plant materials have been properly mulched and are free of weeds.
- (3) Stakes, guys and tree wrapping have been removed at the end of the guarantee period.
- (4) Remedial measures directed by the Owner's Representative to ensure plant survival have been carried out.
- (5) Any damage to lawn areas or site improvements has been corrected.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. Nursery grown, and dug to order for this Project in accordance with the Nursery Coordination requirements described in Part 1 of this Section.
- B. Hardy under climatic conditions similar to those in the locality of the Project.
- C. Typical of their species or variety, with a normal habit of growth. Sound, healthy and vigorous. Well-branched and densely foliated symmetrical tops when in leaf, free of disease, insect pests, eggs, or larvae. Shall have healthy well-developed root systems. All trees shall have straight single trunks with their main leader intact unless otherwise stated.
- D. Substitutions will be permitted only by Change Order. If substitutions are proposed based on unavailability of the specified plant material, submit conclusive evidence of such unavailability, and proposals for equivalent material.
- E. Sizes shall conform to the measurement specified on the Drawings. Plants larger than specified on the Drawings may be used if approved by the Town's Representative. Use of such plants shall not increase the Contract Price.
- F. The minimum acceptable sizes of all plants, measured before pruning and with branches in normal position, shall conform to the measurements indicated on the Drawings. Measurements shall be the average width or height or caliper of the plant for the species as specified in ANSI Z60.1 and shall not be the extreme outside measurement.

Plants larger in size than specified may be used with the acceptance of the Owner's Representative with no change in the contract price. If larger plants are used, increase the ball of earth or spread of roots in accordance with ANSI Z60.1.

- G. Provide container-grown plants with sufficient root growth to hold the earth intact when removed from containers. Root-bound plants will not be accepted.
- H. Root condition of plant material (Balled and Burlapped, Balled and Platformed, Container-Grown, Bare-root, etc.), shall be subject to a random pre-planting inspection and approval by the Owner's Representative.

- I. Quantities as shown on the Drawings are given for the Contractor's convenience. Install every plant shown on the Drawings. Discrepancies will not entitle the Contractor to extra payment.

2.2 PLANTING MIXTURES

- A. Continuous perennial bed planting mixture and plant pit backfill mixture: 4 parts amended topsoil and 1 part soil conditioner and 1 part manure. Use compost for soil conditioners, except use peat moss for ericaceous evergreen soil conditioner. Adjust soil pH to match specific plant cultural requirements. This mix shall be used except where the Town's Representative determines the on-site soil is satisfactory.
- B. Incorporate M-Roots Organic Soil Amendment into planting mixtures at the rate recommended by the manufacturer, based on caliper and root ball size.

2.3 TOPSOIL:

2.4 COMPOST:

2.5 PEAT MOSS: Type 1 Sphagnum peat moss; finely divided, with a pH of 3.0 to 4.5. Minimum organic content: 95%.

2.6 FERTILIZER: Complete plant food with a guaranteed analysis of 10-10-10. Fertilizer shall contain 50% slow release nitrogen and 50% quick release nitrogen.

2.7 SULPHUR: Commercial or flour sulphur, unadulterated, and delivered in containers with the name of the manufacturer, material, analysis and net weight appearing on each container.

2.8 CHELATED IRON: Commercial formulation intended for direct application soil treatment.

2.9 TREE SUPPORTS

- A. Support posts for staking: 2" by 2" by minimum eight (8) foot long pointed hardwood stakes.
- B. Guy wire for staking: ArborTies is the preferred 12 gauge twisted bonded "black" vinyl coated galvanized steel wire as manufactured by Colorguard Corporation (201) 526-0255 or approved equal.
- C. Friction guards for staking: Black rubber reinforced hose not less than 1/2" I.D.
- D. Flags: Minimum 3"x10" orange plastic.

2.10 WATER: Potable

2.11 MULCH: Double shredded softwood bark mulch composed primarily of pine and spruce bark, with a moderate amount of hemlock. Aged 9 months minimum. Clean and free from foreign matter and disease. Sample to be approved. No colorant shall be added.

2.12 ANTI-DESICCANT: "Vaporguard" as manufactured by Miller Chemical and Fertilizer Corporation, Hanover, Pennsylvania or approved equal.

- 2.13 PRE-EMERGENT HERBICIDE: Treflan 5G, as manufactured by Elanco or snapshot, or approved equal.
- 2.14 M-ROOTS ORGANIC SOIL AMENDMENT: Roots transplant 1-step as manufactured by Roots, Inc., 3210 Weatherford Road, Independence, MO 64055 or approved equal.

PART 3 - EXECUTION

3.1 PLANTING PROCEDURES - GENERAL

- A. A pre-installation job meeting will be held to review the specifications and procedures. The landscape contractor, Owner's Representative, and site inspector shall attend.

Planting Seasons: Accomplish planting within the following dates.

1. Deciduous material from March 15 to May 15 for spring planting and from September 15 to November 15 for fall planting.
2. Evergreen material from March 15 to June 15 for spring planting and from August 15 to November 15 for fall planting.

Planting Conditions: Plant, subject to approval of the Owner's Representative, only when the ground is not frozen, saturated or snow covered, and when planting operations do not interfere with other construction operations. If special conditions exist that may warrant a variance in the above planting dates or condition, submit a written request to the Owner's Representative stating conditions and proposed variance.

Layout: stake out plant material location on the project site before any plant pits or beds are dug. Actual field locations of all plant materials will be subject to acceptance by the Owner's Representative. Adjustments may be made due to field conditions.

- B. Adjust soil pH at ericaceous plantings by the addition of sulfur as recommended in the topsoil test report. Soils that have been treated to lower their pH within 8 months of the plant installations shall receive a supplemental application of chelated iron in accordance with the manufacturer's recommendations.
- C. Excavate plant pits and beds to dimensions as detailed, and remove excess excavated material. Scarify bottom and sides of each excavation. Do not dig depth deeper than the depth of the location of the bottom of the root ball.
- D. All plant pits and beds must be free draining. Notify the Town's Representative or Town's designee if saturated subsoil conditions are present in planting areas.
- E. Plant pits and beds shall not be excessively well drained. Provide an approved permeable subsoil layer under plant pits and beds in granular soils or backfill, as ordered by the Town's Representative. Before planting, determine depth of root flare in ball and expose to determine depth of hole. ***The root flare should be at grade after planting.***
- F. Set all plants in the center of plant pits, plumb and straight and as detailed on the Drawings. Set trees on undisturbed soil as detailed.

- G. Install trees to face the same compass direction as grown in the nursery, as accepted by the Town's Representative.
- H. Carefully remove surplus bindings and synthetic materials that do not readily decompose. Pull burlap away from top 2/3 of the plant. Remove 2/3 of wire baskets and fold down remainder.
- I. Remove container-grown material from the container and carefully pull loose roots away from root mass. Plants shall not be "pot bound". Scarify edges of root ball to discourage circular growth pattern.
- J. Excavation For Planting:
 - A. Check grades and elevations prior to excavating for plant pits and beds to ensure that the area conforms to the lines and grades shown on the Drawings and verify the location of any underground utilities. Damage to utility lines shall be repaired at not cost to the Owner.
 - 1. If lawns have been established prior to planting operations, cover the existing adjacent turf, before excavations are made in a manner that will protect existing turf areas. Restore any turf area damaged by planting operations to their original condition.
 - 2. If planting is to occur in existing turf areas, remove the turf to a depth that will insure the removal of the entire root system.
 - 3. Barricade any existing trees, shrubbery and beds that are to be preserved in a manner that will effectively protect them during planting operations. Protection should extend to the drip line of the plants. If damage does occur, repair to pre-existing condition if possible. If this is not possible, the damaged plant material shall be replaced in kind, size, and quantity.

3.2 PLANTING PROCEDURES - INDIVIDUAL PLANT PITS

- A. Backfill all pits 2/3 their depth with prepared plant pit backfill mixture and break up sides of pit with a spade to create a transition zone of approximately equal portions of planting mixture and native soil, as detailed. **Water thoroughly and allow to settle, then tamp around to fill all voids and air pockets before backfilling.** Complete backfilling and transition zone mixing to conform to required elevation after settlement.

Remove any soil brought onto the root ball that obscures the root flare and the true top of the root ball. Set plants in relation to surrounding grade so that they are slightly higher than the depth at which they were grown in the nursery, collecting field or container. **At a minimum, the root crown and the flare of the first tree roots shall be at grade or slightly above grade. Do not confuse adventitious roots growing out of the trunk as the true roots.**

- B. Form circular shaped saucer and install mulch over entire plant pit and saucer area as detailed. Do not allow mulch to contact bark of trunk; leave 1"-2" gap.
- C. Remove all weeds from mulched areas.

- D. No balled and burlapped or balled and platformed plant shall be planted if the ball is cracked or broken either before or during the process of planting. Damaged plants are automatically rejected and are to be immediately removed from the site.
- E. Remove any tree wrap on trunk immediately after planting.

3.3 FERTILIZING

- A. Fertilize each plant bed or saucer at a uniform rate, as determined by the soil test report and the manufacturer's recommendations. **Do not fertilize unless a soil test indicates the need to do so or unless directed to do so by the Town's representative.**

3.4 MULCH BEDS

This section not used.

3.5 TREE SUPPORTS

- A. Stake or guy each tree as directed. The contractor is responsible for maintaining all plants in an upright healthy growing condition throughout the guarantee period.
- B. Staking: Fasten guy wires to trees, run through a rubber hose (friction guard) and tighten. Each friction guard shall be placed around a minimum of 3 main stems on all multi-stemmed plants. Keep trees plumb and guy wires taut. Guying wires are not to interfere with lower limbs, and to be equally spaced and tensioned.
- C. Guying: Install Duckbill Tree Guying System as detailed and in accordance with manufacturer's instruction and recommendations for actual field conditions. Set anchors as detailed into undisturbed soil below new planting mixture or topsoil layers. Align drive rod between anchor locations and attachment point on tree to assure that the guy wire pull is straight.
- D. Provide additional stakes, guys or other methods as required.

3.6 FINISHING OPERATIONS

- A. Edge Mulched Surfaces: Uniformly edge plant pits and beds using a sharp tool to provide a clear cut division line between the planted area and the adjacent lawn. Make individual plant pits circular in shape.
- B. Anti-Desiccant: Contractor may apply anti-desiccant in accordance with manufacturer's instructions.
- C. Watering Plants: Thoroughly water all plants to a maximum root depth immediately after planting and again within 24 hours, and as necessary to establish the plant material. Water shall be placed to assure deep penetration of water into the soil, and prevent displacement of mulch.
- D. Preemergent Herbicide: Apply herbicide to all plant bed areas after plant installation and mulching. Apply as recommended by herbicide manufacturer. Apply only to beds

containing plants herbicide is labeled for. Do not incorporate into soil or rework mulch areas after herbicide application.

- E. Pruning: Remove dead, injured branches. Prune only as necessary, Make clean cuts as close as possible to the trunk or parent branch without cutting into the branch collar or leaving a stub.

3.7 MAINTENANCE

- A. Period Required: begins immediately after planting. Continue until the end of the warranty period.
- B. Correct defective Work as soon as possible. Correct dangerous conditions immediately.
- C. Replace dead, missing, unhealthy or unsightly plants immediately, as seasonal conditions permit.
 - 1. Replace plants that are damaged or lose their natural form or become less than the originally specified size due to removal of the dead or damaged portions.
 - 2. Replacements shall be of the same variety and size as specified in the plant list.
 - 3. Repair damages to surrounding plantings and other improvements caused by removal and replacement of unacceptable plants. Replanted disturbed material will be subject to the same establishment period as the replacement plant.
- D. Perform all cultural care necessary to properly maintain plant viability and keep planted areas in a neat and orderly condition, including but not limited to:
 - 1. Watering
 - a. A minimum of 1” of water per week over the entire drip line or root ball (whichever is greater) will be supplied by rainfall and/or supplemental watering by the contractor.
 - 2. Weed Removal.
 - 3. Spraying as necessary to keep plants free of disease and insects.
 - 4. Applications of lime or sulphur to adjust soil pH to specific plant requirements.
 - 5. Restoring or replacing mulch and edging, and reshaping earth saucers.
 - 6. Adjusting tree supports, and resetting plants to proper grade and vertical position. All adjustments will be made by utilizing the root ball and not by the stem or trunk. If the root system will be unduly damaged by this work, the Town may opt to have it replaced.

- E. Maintenance:
1. Period Required: Maintenance operations during installation shall begin immediately after each plant is planted and continue as required until end of warranty period.
 - a. Water plants as necessary to maintain the required amount of moisture within each plant's root zone, but not less than 1" per week. Do not apply water so quickly that it cannot be absorbed by the mulch and plants.
 - b. Prune, spray, and perform all other operations necessary to maintain plants in an healthy, attractive growing condition.
 - c. Do not allow grass and weeds in plant beds to reach a height of 3 inches before being completely removed including root growth. When plants are in groups other than cultivated beds, do not permit grass or other vegetation between them to become more than 5 inches in height before removal. Do not allow weeds to go to seed.
 - d. For trees that are not plumb, correct by digging up the root ball and repositioning the plant. *Under no circumstances shall the stem or trunk be used as a lever to correct the lean.*
 - e. Remove dead plants immediately at the Contractor's expense. New plants shall not be installed prior to asking for acceptance to begin the guarantee.
 - f. Once planted, remove the name identification tags and any markers.
 - g. Install stakes and/or guys as needed as determined by the Owner.
 - h. Repair eroded plant saucers as required to retain moisture.
- F. At completion of warranty period, remove all stakes, flags, guys and anchors.

END OF SECTION

**TOWN OF GLASTONBURY
2155 Main Street
Glastonbury, Connecticut 06033**

Proposal of _____ (hereinafter called "bidder"), organized and existing under the laws of the State of _____, doing business as _____.

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your invitation to Bid the Bidder hereby proposes to furnish materials and/or services as per Bid Number GL-2013-32 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission to this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence this contract on a date to be specified in the Notice to Proceed and to fully complete the project within ____ consecutive calendar days thereafter.

Bidder acknowledges receipt of the following addendum.

**Tree Planting – Riverfront Park & Addison Park
Bid Proposal**

GL-2013-32

<u>Item #</u>	<u>Location</u>	<u>Title</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
1	Riverfront Park	Londen Plane Trees Supplied & Planted by contractor.	2.5-3" Caliper Tree (desired size)	24	_____	_____
1a	Riverfront Park (alternate)	Londen Plane Trees Supplied & Planted by contractor.	2-2.5" Caliper Tree	24	_____	_____
1b	Riverfront Park (alternate)	Londen Plane Tree Supplied & Planted by contractor.	3"+ or larger Caliper Tree	24	_____	_____
2	Addison Park	Callery Pear Trees Supplied & Planted by contractor.	2.5" – 3" Trees (desired size)	2	_____	_____
2a	Addison Park (alternate)	Callery Pear Trees Supplied & Planted by contractor.	2-2.5" Trees	2	_____	_____
3	Addison Park	Callery Pear Trees Supplied by the Town. Picked up at the Town's Nursery on Main Street. and delivered to Addison Park and planted by contractor.	3"+ Trees	4	_____	_____
Total of Bid						\$ _____
\$ _____ (written amount)						

Notes about Bid Award

The award will be on the basis of bid total cost based on all the selections made by the Town. Work may be awarded for individual or all trees. The intent is to award all trees to one vendor, although the Town does reserve the right to parcel out portions of the award if it is deemed in its best interest to do so.

A bid total, and selection of the lowest qualified bidder, is based on the total number of trees selected in items 1, 2 and 3. The Town reserves the right to utilize a lower number of trees, reducing costs by itemizing unit costs per tree. Only One line (size of tree caliper) will be awarded from (items 1, 1a or 1b) and only One line (size of tree caliper) will be awarded from items (2 or 2a).

The Town may also reduce costs by selecting alternate size species if necessary. The Town's intent is to plant trees that are 2.5-3" in caliper. If the contractor selects a larger size due to availability, he or she does so at no additional cost to the Town. The same holds true if the Town selects 2" trees and the contractor purchases 2.5" or 3" trees.

The Town reserves the right to eliminate completely parts of items 1, 2 or 3 or the item in its entirety.

Vendor Name: _____

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____ *

*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

Telephone Number/Fax Number

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation)

Attest

Statement of Bidders Qualifications

All questions must be answered and the data given must be clean 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/she desires.

- (1) Name of Bidder:

- (2) Permanent Main Office Address:

- (3) When Was Your Firm Organized?

- (4) If a Corporation, Where Incorporated?

- (5) How many years have you have engaged in the contracting business under your present firm name or trade name?

- (6) Contract on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

- (7) General character of work performed by your company.

- (8) Have you ever failed to complete any work awarded to you? If so where and why?

- (9) Have you ever defaulted on a contract? If so, where and why?

- (10) List the most important jobs recently completed by your company, stating the approximate cost for each, and the month and year completed.

- (11) List your major equipment available for this contract.

- (12) List your experience in work similar to this project. Include dollar amount of contract, length of time for completion, name and address of owner.

- (13) List the background and experience of the principle members of your organization, including officers.

- (14) List the work to be performed by Subcontractors and summarize the dollar value of each Subcontractor. Include the name and address of each Subcontractor.

- (15) Credit available \$_____

- (16) Give Bank reference.

Statement of Bidders Qualifications

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town in verification of the statements comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 2008.

Name of Bidder: _____

By: _____

Title: _____

State of _____)

) ss.

County of _____)

_____, being duly sworn deposes and says that he is _____
of _____ and that the answers to the forgoing questions, and all statements therein
contained, are true and correct.

Subscribed and sworn to me this _____ day of _____, 2011.

Notary Public

My Commission Expires: _____